NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, April 20, 2026
6:00 PM

Members of the Aurora City Council will participate in the April 20, 2026 Council Meeting.

Members of the public and media are invited to attend the Aurora City Council Meetings in person or remotely through the options listed below.

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber located at 15151 E. Alameda Pkwy. Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium. Individuals are allotted a maximum of three (3) minutes to speak.

- **Public Invited to be Heard:** One (1) hour is dedicated to public comment on items not listed on the agenda at the beginning and at the end of every regular council meeting. Individuals may register to speak in one of the following manners:

    1. Sign up online beginning at 8 AM on the Friday before the meeting through 1 PM on the day of the council meeting; or
    2. Sign up in person by handing a completed speaker slip to the city clerk in the Paul Tauer Aurora City Council Chamber on the day of the council meeting beginning at 5 PM and up until the time the last individual finishes speaking during the first Public Invited to be Heard session. Verified Aurora residents who sign up before 5:45 PM are given priority and placed before non-resident speakers.

        For the last Public Invited to be Heard session, speaker slips must be returned before the item preceding the Public Invited to be Heard is finished. Order priority will be given to speakers who did not speak during the first Public Invited to be Heard session.

- **Public Comment on Agenda Item:** Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must sign up in advance using the 'Public Comment on Agenda Item' online request form beginning at 8 a.m. on the Friday before the council meeting through 1 p.m. on the day of the council meeting.

    Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above or sign up in person with the clerk starting at 5:00 p.m. Sign up must be completed before the Public Hearing agenda item title is read.

    Visit the Addressing the City Council webpage for the online sign up forms and more information.

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan here to fill out a request form:

All requests must be submitted three days in advance of any scheduled event.
For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, April 20, 2026

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:00 PM

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
5:30 PM

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 PM

AGENDA

Regular Meeting of the Aurora City Council

Monday, April 20, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a April 6, 2026 Meeting Minutes 8

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

10. CONSENT CALENDAR - MOTIONS

    Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

    10.a Motions

    10.b Planning Matters

10.c Appointments to Boards and Commissions

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a Resolutions

11.a.1 Aurora Police Department (APD) and Aurora U.S. Immigration and Customs Enforcement (ICE) Processing Center (AIPC) Memorandum of Understanding (MOU) 26

R2026-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND THE AURORA ICE PROCESSING CENTER

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney

11.a.2 Jefferson Conservation District Brush Gulch Project Funding Intergovernmental Agreement (IGA) 39

R2026-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND JEFFERSON CONSERVATION DISTRICT REGARDING BRUSH GULCH PROJECT FUNDING

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.3 Firestone Water Use Agreement 60

R2026-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE TOWN OF FIRESTONE REGARDING WATER DELIVERY

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.4 **Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan** 103

R2026-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN AURORA WATER, URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, AND DOUGLAS COUNTY REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR PINEY CREEK, SAMPSON GULCH, AND ANTELOPE CREEK

James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.5 **Twin Lakes and Turquoise Lake Aquatic Nuisance Prevention Intergovernmental Agreement (IGA)** 121

R2026-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, THE CITY OF COLORADO SPRINGS, BOARD OF WATER WORKS OF PUEBLO COLORADO, PUEBLO WEST METROPOLITAN DISTRICT AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES

Richard Kienitz, Water Resources Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.6 **Project Reimbursement Agreement between Aerotropolis Regional Transportation Authority (ARTA) and City of Aurora - 38th Ave. Himalaya Rd. to Odessa St.** 155

R2026-45 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY (ARTA) FOR PROJECT REIMBURSEMENT (38th Avenue – Himalaya Road to Odessa Street)

Michael Kerrigan, Special District Administrator, Development Services / Michelle Gardner, Senior Assistant City Attorney

11.a.7 **Intergovernmental Agreement (IGA) with City of Centennial for E Smoky Hill Road Maintenance 2026** 171

R2026-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CENTENNIAL REGARDING EAST SMOKY HILL ROAD (MILL AND OVERLAY REIMBURSEMENT)

Marc Tamburro, Deputy Director, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.a.8 **Oil and Gas Lease Agreement** 186

R2026-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH CRESTONE PEAK RESOURCES WATKINS HOLDINGS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING APPROXIMATELY 319 NET MINERAL ACRES

Jeffrey S. Moore, Manager of Energy and Environment Division, Planning and Business Development / David Scott, Senior Assistant City Attorney

11.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

11.b.1 **Eagles Nest Metropolitan District Service Plan Amendment** 209

2026-07 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR EAGLES NEST METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.2 **Green Valley Ranch Metro District Nos. 6-14 Service Plan Amendment** 301

2026-08 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND THE FIRST AMENDMENT THERETO AS IT APPLIES TO GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.3 **Painted Prairie Metropolitan District Nos. 1-9 Service Plan Amendment** 442

2026-09 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.4 **Painted Prairie Metropolitan District Nos. 10-12 Service Plan Amendment** 569

2026-10 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.5 **Sky Dance Metropolitan District No. 1 Service Plan Amendment** 637

2026-11 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 1 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.6 **Sky Dance Metropolitan District No. 2 Service Plan Amendment** 687

2026-12 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 2 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.b.7 **Amend City Code Section 134-2(m) Pertaining to Updated State Law Requirements for Child Restraint Systems in Vehicles** 737

2026-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

13. INTRODUCTION OF ORDINANCES

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

15.a Tapias LLC Annexation Ordinance (Finalizing of Ordinance) 745

2026-14 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO 2.496 ACRES

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

15.b Tapias LLC Annexation Zoning Map Amendment (Finalizing of Ordinance) 755

2026-15 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, MORE OR LESS, LOCATED AT 22201 E 26TH AVENUE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVENUE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY (TAPIAS LLC ZONING MAP AMENDMENT)

Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

15.c Tapias LLC Annexation Agreement 778

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

18.b Council

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, April 6, 2026

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Gianina Horton
	Robert Andrews	Alli Jackson
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Curtis Gardner	Amy Wiles
	Stephanie Hancock	

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:45 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the April 6,2026 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating that oil and gas lease and negotiations and police and fire union negotiations were discussed.

6. APPROVAL OF MINUTES

6.a March 23, 2026 Meeting Minutes

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to approve the minutes of the March 23, 2026 council meeting?

Voting Aye: (8): Mayor Coffman, Robert Andrews, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Ruben Medina, and Amy Wiles

Absent: (3): Françoise Bergan, Alli Jackson, and Angela Lawson

7. PROCLAMATIONS OR CEREMONIES

7.a Swearing-in Ceremony for Associate Judge and Relief Judges

Shawn Day, Presiding Judge, Aurora Municipal Court

Presiding Judge Day swore associate and relief judges into office.

7.b Swearing-in Ceremony for Attorneys

Shawn Day, Presiding Judge, Aurora Municipal Court

Presiding Judge Day swore assistant city attorneys into office.

8. ADOPTION OF THE AGENDA

Moved by: Alison Coombs

Second by: Françoise Bergan

Does Council wish to adopt the agenda as presented?

Voting Aye: (10): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

9. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

10. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with items 11.a.2 and 11.a.3 removed?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

11.a Resolutions

11.a.1 Proposed Modifications to Debt, Disclosure and Post-Issuance Compliance Policy

R2026-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AMENDMENTS TO THE CITY'S DEBT POLICY

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

11.a.2 Stage 1 Water Shortage

R2026-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DECLARATION OF STAGE 1 WATER SHORTAGE CONDITIONS EFFECTIVE APRIL 6, 2026

A waiver of reconsideration is requested due to the current drought conditions and the need for water conservation.

Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

Council heard public testimony on the agenda related item.

Staff gave a brief presentation on the item.

Mayor Coffman asked for confirmation on when people should expect to start watering under the restrictions.

Staff responded the changes would be effective immediately and bills would be impacted in May.

MPT Coombs inquired if people could currently water and not have to wait until May to begin watering.

Staff preferred individuals wait until May.

CM Gardner asked staff to reiterate the direction to HOAs.

Staff explained the direction regarding HOAs.

CM Gardner commented there continues to be confusion for developers around new grass installations at home and in parks. He suggested making sure communication between their departments and others involved is consistent and that they send out the same message.

Staff assured they will coordinate between the departments.

CM Bergan said HOAs cannot deny someone converting to a water-wise landscape or the different warm grasses, but asked if they could dictate design.

Staff affirmed and stated they can have design standards for their community.

CM Bergan inquired if they are reaching out the HOAs about assistance on plants that are drought resistant.

Staff responded they will communicate with HOAs and metro districts.

CM Bergan asked for clarification if this would change the requirements that residents need to plant trees to comply.

Staff answered the Stage 1 restrictions do not affect replanting or irrigation of trees if they are drip irrigations systems.

CM Medina asked about the structure of the fines.

Staff explained the structure.

Mayor Coffman inquired if their preference is not turning on their systems until May 1st.

Staff answered yes, and for those that are already on, they want them turned off until May.

Mayor Coffman asked if the sprinkler systems were set for specific times or can they shut off based on rain.

Staff responded it depends on the irrigation system.

CM Lawson asked for confirmation that the City's great lawn will have to follow the same guidelines as everyone else.

Staff answered yes.

CM Lawson inquired if they will give a warning first to single families before imposing the $250 fine, and if they turn off someone's water, will they have to pay the whole fine or will a payment plan available.

Staff answered yes, they are giving one warning before fines. They will not shut the water off until there are at least four violations.

Moved by: Curtis Gardner

Second by: Françoise Bergan

CM Gardner pointed out they are taking a lot of steps to convert turf for the future as well, and they all need to recognize they live in an increasingly arid climate. He applauded staff and the PROS department for all they are doing to convert turf and medians.

Does the Council support a Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Declaration of Stage 1 Water Shortage Conditions?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

11.a.3 Aurora Police Department (APD) and Aurora U.S. Immigration and Customs Enforcement (ICE) Processing Center (AIPC) Memorandum of Understanding (MOU)

R2026-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND THE AURORA ICE PROCESSING CENTER

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney

Staff gave a brief presentation on the item.

CM Horton asked staff to provide clarity to the public around the Prison Rape Elimination Act and who would constitute an investigation and if that includes staff.

Staff stated if a staff member reports a rape, they will investigate that, as well as the federal authorities, and proceeded to explain the specific guidelines.

CM Horton inquired who would have jurisdiction if a staff member was accused of sexual assault or rape of someone detained.

Staff explained the process.

CM Horton asked if there is a breach, and staff and Geo does not comply, what authority the city of Aurora would have in the investigation.

P. Schulte explained the process.

CM Horton mentioned individuals that escaped from the facility a couple years ago when there was a delayed response from Geo communicating with APD. She asked if there have been other incidents like that since Geo has been in Aurora.

Staff stated they were not aware of other escaped situations.

CM Horton commented this is very important for the public to know and she was very cognizant of what the Geo Center is doing to a lot of their immigrant communities, so it is very vital they treat this with the utmost scrutiny and have a lot of public input into what this looks like.

Council heard public testimony on the agenda related item.

Moved by: Gianina Horton

Second by: Alison Coombs

CM Bergan asked what would happen between now and continuing this until April 20th, and what would happen if the MOU were not passed, because it would leave the existing MOU that is less clear.

CM Horton answered public engagement specifically work with families in the detention center or work on immigration issues. She said there is a lot of opportunity to proactively engage the public to understand the impact of this.

CM Bergan asked if going to Policy Committee and Study Session did not give adequate public engagement.

CM Horton responded no.

CM Bergan inquired what substantial changes could be made in this MOU, as it is just basically stating what their responsibilities are in case they are called.

P. Schulte explained that changes the Council makes will need to be agreed upon by the Geo facility.

CM Bergan expressed they would be condoning someone escaping by not enforcing, and it is a crime to escape a facility.

MPT Coombs supported the motion to continue, as it is important to understand what the other policy options are.

CM Lawson asked if the original MOU would stand if they continued this and the Geo Center does not agree with what they bring forward.

P. Schulte answered yes.

CM Gardner expressed he did not know how going to Policy Committee, Study Session, and a Regular Meeting was not enough,

even though that was enough for every other item they voted on tonight. He said if this comes back in two weeks, he did not know how they or the public were going to know the changes proposed.

Does Council wish to continue this item to the April 20, 2026 Council Meeting?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

Voting Nay: (1): Stephanie Hancock

11.a.4 Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $270,000 for Laredo Outdoor Classroom and Crossing

R2026-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE LAREDO OUTDOOR CLASSROOM AND CROSSING USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney

11.a.5 Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $95,000 for Granby Ditch Open Space and Overlook

R2026-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE GRANBY DITCH OPEN SPACE AND OVERLOOK USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney

11.a.6 Havana Sidewalk Colorado Department of Transportation (CDOT) Intergovernmental Agreement (IGA) Amendment

R2026-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA

AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE MULTIMODAL ACCESS IMPROVEMENTS PROJECT

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.a.7 Second Amendment to Intergovernmental Agreement (IGA) Between City and the Office of Alternate Defense Counsel (OADC)

R2026-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney

11.a.8 Eagles Nest Metropolitan District Intergovernmental Agreement (IGA)

R2026-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EAGLES NEST METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.a.9 Eastern Hills Metropolitan District No. 23 Intergovernmental Agreement (IGA)

R2026-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EASTERN HILLS METROPOLITAN DISTRICT No. 23

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.a.10 Fletcher Regional Improvement Authority Establishment Agreement

R2026-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FLETCHER REGIONAL IMPROVEMENT AUTHORITY ESTABLISHING AGREEMENT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.a.11 Fletcher Regional Improvement Authority Impact Fee Intergovernmental Agreement (IGA)

R2026-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF TRANSPORTATION IMPACT FEE REVENUES

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11.a.12 Restructuring of the City Council Rules of Order and Procedure

R2026-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REORGANIZING AND REFORMATTING THE CITY COUNCIL RULES OF PROCEDURE FOR CLARITY AND USABILITY, WITHOUT SUBSTANTIVE CHANGE

Kadee Rodriguez, City Clerk, General Management / Pete Schulte, City Attorney

Council heard public testimony on the agenda item.

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a Public Invited to be Heard on the 2027 Budget

Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

12.b Eagles Nest Metropolitan District Service Plan Amendment

2026-07 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR EAGLES NEST METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

CM Bergan asked if they are shortening the period of their obligation and advancing it so they can pay it off earlier.

Staff answered yes.

CM Bergan inquired if they can dissolve the District once they pay it off and if they had any operating mill levies.

Staff responded yes, they can dissolve the District once it is paid off.

Representative explained the operating levy that exists.

Mayor Coffman closed the public hearing.

Moved by: Françoise Bergan

Second by: Angela Lawson

Does the Council wish to approve this ordinance?

Voting Aye: (7): Robert Andrews, Françoise Bergan, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (3): Alison Coombs, Curtis Gardner, and Alli Jackson

12.c Green Valley Ranch Metro District Nos. 6-14 Service Plan Amendment

2026-08 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND THE FIRST AMENDMENT THERETO AS IT APPLIES TO GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

CM Bergan asked for confirmation that they are currently in ARTA with the ARI pledging funds to ARTA, but since some of their development is not yet done, this gives them the flexibility on those 10-14 to be part of FRIA (ph).

Staff 10-14 are not part of ARTA, and this will allow 10-14 to join FRIA or an authority that is not ARTA.

CM Bergan inquired if this means in the end they are still pledging to the ARI for regional transportation improvements.

Staff responded correct.

Mayor Coffman closed the public hearing.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

12.d Painted Prairie Metropolitan District Nos. 1-9 Service Plan Amendment

2026-09 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

CM Bergan asked for clarification that if they did not join a specific regional transportation authority they would have to pay the city similar mill levies.

Staff explained the three options on how the District may use the ARI mills.

CM Wiles shared she has gotten a lot of feedback from residents concerned and not agreeing with it, but she felt part of that was because they did not understand, and the main question was around if agreeing to this will negate the responsibilities the developer already has to provide certain things.

Staff stated generally developers have a public improvement plan and the developers would be bound by that.

CM Andrews inquired if this would be an additional tax to people in the Painted Prairie area.

Staff responded the people that pay into the metro district taxes are already paying this, but the time limit may change on when they pay the ARI mills.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

12.e Painted Prairie Metropolitan District Nos. 10-12 Service Plan Amendment

2026-10 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief hearing on the item.

Mayor Coffman closed the public hearing.

Moved by: Curtis Gardner

Second by: Alison Coombs

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

12.f Sky Dance Metropolitan District No. 1 Service Plan Amendment

2026-11 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 1 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief hearing on the item.

Mayor Coffman closed the public hearing.

Moved by: Curtis Gardner

Second by: Amy Wiles

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

12.g Sky Dance Metropolitan District No. 2 Service Plan Amendment

2026-12 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 2 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief hearing on the item.

Mayor Coffman closed the public hearing.

Moved by: Curtis Gardner

Second by: Robert Andrews

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

13. INTRODUCTION OF ORDINANCES

13.a Amend City Code Section 134-2(m) Pertaining to Updated State Law Requirements for Child Restraint Systems in Vehicles

2026-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Curtis Gardner

Second by: Stephanie Hancock

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

15.a PUBLIC HEARING - Tapias LLC Annexation Findings of Fact

R2026-39 PUBLIC HEARING AND CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING TO PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. 2.496 ACRES

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief hearing on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Curtis Gardner

Second by: Angela Lawson

CM Bergan asked if this was being annexed because of a developer.

Staff answered it is the property owner pursuing petition for annexation.

She inquired if once it is annexed in they could sell to a developer.

Staff responded yes.

Does Council wish to approve this resolution?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

15.b Tapias LLC Annexation Ordinance

2026-14 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO 2.496 ACRES

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Curtis Gardner

Second by: Angela Lawson

Does the Council wish to approve this ordinance?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

15.c PUBLIC HEARING - Tapias LLC Annexation Zoning Map Amendment

2026-15 A PUBLIC HEARING AND CONSIDERATION OF AN ORGINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, LOCATED AT 22201 E 26TH AVE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION. TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY

Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Gianina Horton

Second by: Alison Coombs

Does City Council wish to approve an Ordinance for a Zoning Map Amendment to initially zone the Tapias LLC Annexation property to I-1 Business/Tech District?

Voting Aye: (9): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

Mayor Coffman shared he posts the big events he attends on his Facebook page. He stated he is doing a Spanish language talk radio show on Thursday, at 8:30, where they will be talking about the drought and stage 1 water restrictions. He announced his town hall meeting on April 18th, at the Central Library from 2-5:30 p.m.

18.b Council

MPT Coombs reported she attended the Affordable Home Stable Communities convening in Seattle, where they learned about business nondisplaced tools that could be useful for the DDA and community partners. She shared her 4-year-old started t-ball with Aurora PROS. She participated in the Arapahoe County Justice Coordinating Committee Racial Equity Subcommittee, who said they have space for representation of the city from Council and APD, representation on the Behavioral Health Subcommittee of the Justice Coordinating Committee, and seats for Council and APD staff on the Justice Coordinating Committee. She participated as a member of the Local Progress Immigrant Justice Steering Committee. She said they had their first Rules Committee meeting and she congratulated H. Birkholz for the acting chief deputy for the City Attorney's Office position.

CM Horton met with Jeff with Brothers Development, where they talked about what affordable housing looks like across Aurora, and had the March Ward 1 Town Hall. She thanked the representative from Xcel for coming out and talking to neighbors, and people with Transportation who talked about the BRT. She went to the Fitzsimmons Community Coffee Conversation and met people who worked on the Fitzsimmons and Anschutz Medical Campus to understand their needs and what they expect from the Fitzsimmons Development. She also attended a community meeting for the Food Justice of Northwest Aurora and had a town hall around animal welfare.

CM Wiles shared they have a town hall on Thursday, at the Aurora Highlands Welcome Center, at 6 p.m., a meeting about the new signature park on April 16th, at the Aurora Central Library, at 6 p.m., a water-wise veggie gardening at Mission Viejo, on April 25th, for those who want to find out how they can still garden this summer

and contentious about the water, and an Eye witness to History on April 23rd, by the city and the Mizel Institute.

CM Medina reported he and Mayor Coffman attended a ribbon cutting of a Dunkin' Donuts/Jimmy Johns off of Colfax and Sable. He announced his town hall will be April 14th, at the Active Adult Center, 6:30-8 p.m., with speakers from the animal shelter and potentially APD.

CM Hancock stated she and Mayor Coffman visited their local Costco last week to talk about how they can assist local businesses in safety and security around their buildings and be good stewards and partners. She met with constituents regarding concerns about being part of boards and commissions, and noted there is a link online for people to sign up for those. She announced her next town hall is on May 21st instead of May 14th, which will include a 30-minute networking activity.

CM Lawson thanked J. Batchelor for coming to her town hall at Heather Gardens. She shared her next town halls will be April 18th,at 10 a.m. at Heather Gardens and April 21st, at 6:30 p.m., at Mission Viejo, where they will have court administration and detention presenting. She stated they have 35 days until the Legislative Session ends. She explained there was a bill on street racing, but it was killed. She shared she has participated in the Arapahoe County Mayors and Commissioner Youth Awards for 8 years, which celebrates teenagers who have overcome significant obstacles and boundaries. She invited her colleagues to the ceremony where they give out scholarships to them, which is May 7th, at Centerpoint, from 6 to 8 p.m.

CM Bergan gave an update on the Arapahoe Road Construction. She said they had some hiccups with the water infrastructure project, and they will probably continue to see work being done through the end of April. She attended the Planning Economic Development Meeting, Roadway Committee Meeting for E-470, and the first session with Skywatch Park, where they decided on concept ideas for public art and criteria for the RFP. She responded to a lot of constituent concerns on traffic and met with a gentleman who was very concerned about traffic impact on Gartrell that will be increased due to a new Chick-fil-A coming in, so she submitted a Council request to see if they could make any road improvements to mitigate that. She expressed this Friday she will attend an all-day strategic planning session, as she chairs the Region 9 Opioid Abatement Council.

CM Andrews and CM Gardner did not have a report.

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

20. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE - Aurora Police Department and Aurora U.S. Immigration and Customs Memorandum of Understanding (MOU)
Item Initiator: Mark Hildebrand, Deputy Chief, Police
Staff Source: Mark Hildebrand, Deputy Chief, Police
Legal Source: Mandy MacDonald, Senior Assistant City Attorney
Outside Speaker: N/A
Date of Change: 4/6/2026

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/20/2026

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (hereinafter "APD") and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE). Furthermore, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention. This MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement.

The Resolution to approve this MOU was continued for two weeks by vote of the City Council at the Regular Meeting on April 6, 2026.

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Police Department (APD) and Aurora U.S. Immigration and Customs Enforcement (ICE) Processing Center (AIPC) Memorandum of Understanding (MOU) (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 10 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (hereinafter "APD") and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE). Furthermore, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention. This MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the Council approve to move forward to Regular Session?

LEGAL COMMENTS

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (APD) and the Aurora ICE Processing Center (AIPC), clarifying roles and responsibilities between the parties, while ensuring APD's compliance with state law governing local law enforcement's involvement in federal immigration enforcement. This MOU is approved as to form. (MacDonald)

The Aurora Police Department is authorized to enter into this agreement by Colo. Const., art. XIV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter. (MacDonald)

AURORA POLICE DEPARTMENT

MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE AURORA ICE PROCESSING CENTER (AIPC)

PURPOSE:

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (hereinafter "APD") and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE). Furthermore, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention. This MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement.

SCOPE: This Memorandum of Understanding (MOU) governs law enforcement support for incidents occurring at or involving the AIPC. It also outlines assistance during emergencies, such as escapes, disturbances, and natural disasters, as well as protocols for information sharing and cooperation in emergency preparedness.

AUTHORITY:

The Aurora Police Department is authorized to enter into this agreement by Colo. Const., art. XTV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter.

The AIPC/ICE- With the authority (PBNDS 2011 (REV.2016), Standard 1.1 "Emergency Plans.", Section V, Letter C. # 3 b.

DEFINITIONS:

Escape: As defined by the US Department of Justice, escape is a "voluntary departure" from custody, which requires that the escapee(s) have knowledge that his/her actions would result in his/her leaving physical confinement without permission.

ESCAPE AS A CRIMINAL OFFENSE:

Members of the Aurora Police Department may be called to assist with escape situations. Responding officers have the authority to detain and take escapees into custody, as the act of escape from this facility represents a criminal violation of the United States *Code* ***18 U.S.C. § 751 – Prisoners in Custody of Institution or Officer***.

RELEVANT COLORADO STATE STATUTES:

The following state statutes govern APD's response and involvement in federal immigration enforcement.

1. ***CRS § 24-76.6-101 - Definitions*****:** This section provides precise definitions for terms used within the article:

    a. **"Civil immigration detainer":** A written request from federal immigration authorities asking local law enforcement to detain an individual beyond their eligible release time.

b. **"Eligible for release from custody":** Circumstances under which an individual may be released, such as charges being dropped, acquittal, completion of sentence, posting bond, referral to pretrial diversion, or other conditions under state or municipal law.

c. **"Law enforcement officer":** Peace officers employed by entities like the Colorado State Patrol, municipal police departments, town marshals' offices, or county sheriffs' offices.

d. **"Personal information":** Confidential identifying details about an individual, including contact information, probation meeting schedules, and court-ordered appointments.

2. ***CRS § 24-76.6-102 - Civil Immigration Detainers – Legislative Declaration*:**

a. Holding an individual solely based on a federal civil immigration detainer constitutes a new arrest under state law and a seizure under the Fourth Amendment.

b. Such detainer requests are not considered warrants under Colorado law, as they lack judicial approval.

c. Consequently, law enforcement officers are prohibited from arresting or detaining individuals solely on the basis of civil immigration detainer requests.

d. However, this does not prevent cooperation with federal authorities in executing warrants issued by federal judges or magistrates, nor does it inhibit the enforcement of criminal laws or participation in joint law enforcement actions.

3. **CRS § 17-1-115.7** – PREA Compliance: The Statute mandates that the Colorado Department of Corrections implement policies in compliance with the federal Prison Rape Elimination Act (PREA) and ensure that Colorado's correctional facilities comply with the standards established by the federal PREA legislation.

APPLICABLE FEDERAL STATUTES REGARDING ESCAPE:

1. ***8 U.S.C. § 1253 – Penalties Related to Deportation Proceedings***
A person subject to a final order of removal who willfully fails to depart or escapes from custody while awaiting removal may face criminal penalties.

2. ***18 U.S.C. § 751 – Escape from Custody***
This statute applies to immigration detainees if they are in federal custody or held under a contracted facility like the AIPC.

Nothing in this MOU deputizes APD members as federal officers for the purposes of enforcing these provisions, and all assistance must be done in conjunction with federal law enforcement.

ADDITIONAL CONISDERATIONS:

If the escape involves the use of force, assault, or violence, *18 U.S.C. § 111 - Assaulting Federal Officers* may also apply, or in case of a person aiding in the escape, *18 U.S.C. § 752 - Assistance to Escape* might be relevant.

Enhanced penalties could be imposed if the escapee is a previously removed felon under *8 U.S.C. § 1326 - Reentry After Deportation.*

1. When the sole criminal charge is escape, APD will transfer custody of the apprehended individual to federal partners for prosecution under the applicable federal charges.

2. In the event of additional offenses committed post-escape, APD will collaborate with federal partners to determine appropriate charges, venue, and course of action regarding criminal prosecution based upon the severity of crimes.

JOINT RESPONSE PROCEDURES FOR ESCAPED DETAINEES AT THE AIPC FACILITY:

When reporting an escape from the AIPC facility, detention staff will notify the Aurora Police Department (APD) with the following:

1. Confirmation of escape and headcount
2. Pertinent details regarding the escapee(s):
   a. Name,
   b. Date of Birth,
   c. Time frame,
   d. criminal charges,
   e. photograph,
   f. last known contact information, and
   g. any known local addresses or associates.

Upon notification of the escape, APD will conduct a **threat assessment** to determine the appropriate level of response.

Factors considered may include:

1. Nature of the offense and criminal history
2. Risk to public safety
3. Time elapsed since escape
4. Known intentions or behavioral indicators (for detailed guide, refer to *Threat Assessment Addendum*)
5. Number of Escapees

Upon notification of an escape, an APD supervisor will contact the AIPC to fully assess the circumstances and coordinate an appropriate response. In all reports of an escape, APD will respond to the facility to take an in-person report. In the event of a delayed notification or anticipated delayed response, APD may take a phone report until an officer can respond to the facility. AIPC should provide the pertinent information listed above to APD at the time of the report. AIPC will be responsible for disseminating the BOLO to any other agencies they deem appropriate.

Based on the threat assessment, an APD Supervisor will determine the resources to be allocated, ensuring public safety remains the priority. Officers will not operate outside Aurora city limits unless actively engaged in a hot pursuit.

Coordination with outside jurisdictions is the responsibility of AIPC and/or federal partners. Any interagency support must be initiated through those channels.

In the event of an escape reported without delay, APD will determine the need and scale for immediate operational support in coordination with AIPC and federal law enforcement. The Aurora Police Department

utilizes the Incident Command System (ICS), whereby the Aurora Police Department will maintain full authority and command over all Aurora Police resources and assets. Within ICS, the Aurora Police Department will coordinate a unified command structure with AIPC and other emergency services as needed.

Response actions include:

1. **Establishing a Perimeter**
   a. Deploy on-duty resources (e.g., patrol, K9, drone assets) to secure the area
   b. Coordinate with the Duty Executive for containment strategy
2. **Inner Perimeter Search**
   c. AIPC personnel will lead search efforts within the facility
3. **Notifications and Alerts**

   a. AIPC will notify Denver Police Dispatch, RTD, and other relevant entities
   b. APD will disseminate alerts via email, radio, and applicable platforms (e.g., Code Red, Spidertech) including:

      i. Escapee's physical description and identifiers
      ii. Last known direction of travel
      iii. Associated case number
      iv. Photograph (if available)
      v. Command post location
      vi. Known weapons or threats
      vii. Charges for which the individual was in custody

4. **Public Messaging**

The Public Information Officer (PIO) and Duty Executive will coordinate public notifications (e.g., shelter-in-place, BOLO)

5. **Incident Command Activation**

If the escapee remains at large, the Incident Commander will determine whether it's appropriate to deploy specialized units (ERT, K9, ESS drone support, investigative teams). **ICS structure** will be implemented with designated roles:

   a. Incident Commander
   b. Operations Chief
   c. Logistics Chief
   d. Scribe (to maintain search logs and personnel tracking)

6. **Extended Response Considerations**
   a. Duty Executive oversight
   b. Relief planning for active patrol units
   c. Command Post check-in for accountability
   d. Ongoing CAD monitoring for sightings or tips
   e. Staffing and shift management (early call-ins, holdovers, second operational period planning)

All updates will be communicated to the Duty Chief, who retains sole discretion to suspend operations if the escapee is not apprehended.

OTHER INCIDENT TYPES:

1. CRIMINAL INVESTIGATIONS INSIDE THE AIPC DETENTION FACILITY:

Jurisdiction inside the facility is shared between Immigration and Customs Enforcement (ICE), United States Marshal Service (USM), and the Aurora Police Department (APD) to the extent granted by the aforementioned federal agencies. ICE and/or the USM may conduct investigations without APD involvement in most cases. APD will normally take the lead in sexual assaults, domestic violence, and other violent crimes. The guidelines detailing APD's involvement and investigative procedures inside the detention facility are described in *DM 6.11 – Preliminary and Criminal Investigations*. The watch commander holds ultimate responsibility for determining the extent of APD's involvement in investigations at the AIPC.

2. DISTURBANCE:

The primary responsibility of the Aurora Police responding to a disturbance while assisting AIPC personnel is "life safety" and to coordinate an appropriate response. AIPC staff is responsible for the interior security of the facility, and APD members may respond inside upon request.

AIPC personnel will be responsible for suppressing riot/disturbance activities inside the facility. APD members may provide assistance inside the facility upon an AIPC request and with supervisor approval whenever it is determined that the circumstances exceed the capabilities of AIPC staff.

AIPC and federal personnel are primarily responsible for the interior facility operations and communications with detainees.

3. BOMB THREAT:

All bomb threats will be handled following standard procedures. The decision to evacuate will be the responsibility of AIPC and Immigration and Customs Enforcement personnel.

4. CIVIL DISTURBANCE:

AIPC staff will work closely with APD regarding the sharing of information for civil disturbances, i.e. protests, that are scheduled to occur at or close to the facility. AIPC staff in conjunction with ICE and APD will develop a plan to protect the facility, the grounds, and surrounding area to maintain public safety and order.

5. PRISON RAPE ELIMINATION ACT (PREA):

CRS § 17-1-115.7 mandates that the Colorado Department of Corrections implement policies in compliance with PREA. These laws ensure that Colorado's correctional facilities comply with the standards established by the federal PREA legislation.

a. Pursuant to the Prison Rape Elimination Act (PREA) and its corresponding regulations, the AIPC Personnel will refer any allegations of sexual abuse and sexual harassment to the APD when the allegation involves potentially criminal behavior. The APD will conduct the investigation, issue a case number, and take any enforcement action that the APD deems appropriate, consistent with its authority as a Colorado Law enforcement agency.

b. The rendering of assistance for PREA-related cases shall not be mandatory, but APD should immediately notify the requesting party if, for any reason, investigative assistance cannot be rendered and issue a case number instead.

c. APD, as the agency responding to such requests, understands that the allegation is of a criminal nature and shall have complete control over conducting the investigation.

d. If necessary, the AIPC Personnel shall preserve and maintain the crime scene until the responding agency arrives. AIPC Personnel shall fully cooperate with requests from the APD. The APD will be responsible for collecting any usable physical evidence deemed necessary for criminal prosecution.

e. APD agrees to allow the AIPC Personnel to make available to the victim a victim advocate from the designated local rape crisis center.

f. If appropriate for the investigation, APD and AIPC Personnel will coordinate for the alleged victim to undergo a SANE exam at the designated local medical center.

g. APD will provide the victim with access to a victim advocate during the forensic exam and investigatory interviews, upon the victim's request.

h. The Center PREA Investigator shall be the primary point of contact and liaison between the AIPC facility and the APD, coordinating all necessary information and assistance required by the APD.

MISCELLANEOUS

Nothing in this Agreement shall be construed as a waiver by APD of the protections afforded pursuant to the Colorado Governmental Immunity Act ("CGIA"), found at C.R.S. § 24-10-101 et seq. as the Act may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

TERM: This MOU will be in effect for ten (10) years.

REVIEW/MODIFICATION OF AGREEMENT**:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU can be terminated by mutual agreement of the parties or by unilateral action of one party by giving the other party ninety (90) days' written notice.

NOTICES:

For AIPC Personnel.:
J. Baltazar, AIPC Facility Administrator
3130 North Oakland Street
Aurora, Colorado, 80010

For APD:
Chief of Police
Aurora Police Department
150001 E. Alameda Parkway
Aurora, CO 80012
303-739-6021

Aurora City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012
303-739-7030

ENTIRE AGREEMENT:

It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter. (Signatures below)

Signatures:

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND THE AURORA ICE PROCESSING CENTER

WHEREAS, this Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (APD) and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE); and

WHEREAS, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention; and

WHEREAS, this MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement; and

WHEREAS, APD is authorized to enter into this agreement by Colo. Const., art. XIV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Memorandum of Understanding between APD and the AIPC is hereby approved.

Section 2. The Chief of Police is hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Jefferson Conservation District Brush Gulch Project Funding Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Matthew Ashley, Water Resource Specialist II, Aurora Water
Staff Source/Legal Source: Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Asst. City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 4/6/2026

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 3/18/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On March 18, 2026, the Water Policy Committee supported moving the Jefferson County District Brush Gulch Project funding Intergovernmental Agreement forward to the April 6, 2026 Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This request is to approve a service agreement under the Intergovernmental Agreement (IGA) framework to provide funding for forest health treatment projects for watershed protection in partnership with the Jefferson Conservation District (JCD). Funding from the City of Aurora will be used by JCD to complete wildfire prevention forestry treatments on United States Forest Service (USFS) lands in Aurora Water's high priority areas in the upper South Platte watershed, upstream of Strontia Springs Reservoir. The total commitment from Aurora Water is $100,000 in 2026.

Wildfire is the number one threat to Aurora's watershed health. Aurora Water's Watershed Health Program supports forestry and fuels reduction work to prevent wildfire risk, maintain water quality, and protect water infrastructure from the damaging effects of wildfire. We accomplish this work through partnerships with our forestry partners, such as the United States Forest Service, Colorado State Forest Service, local fire districts, and nonprofits.

JCD is a local unit of state government that works to provide a local voice on natural resource issues, and works collaboratively with private landowners, residential communities, and local, state and federal government entities to protect the natural resources of Jefferson, Gilpin, and Clear Creek Counties of Colorado's Front Range. JCD's priorities include forestry and fuels treatment for wildfire prevention and source water protection. JCD is working in close partnership with the United States Forest Service (USFS) and CO State Forest Service (CSFS) on the Brush Gulch Forest Restoration Project on USFS lands near Bailey, CO. This Project seeks to perform forestry and fuels reduction work on 150-200 acres of USFS lands in Aurora's high priority Upper South Platte watershed.

Other funders for the project include Denver Water and the USFS for work on USFS lands. Work on neighboring private lands is funded by Denver Water, the US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS), and private landowner contributions. Denver Water is providing $195,000 total to the project: $145,000 for work on both the public and private lands, and another $50,000 through JCD's Good Neighbor Authority (GNA) agreement with the USFS for work on USFS lands.

Aurora Water's agreement does not support work on private lands, nor does it support prescribed fires. Aurora Water is confident in this new partnership because of our shared history of collaboration in the Upper South Platte Partnership (USPP) and JCD's consistent track record with completing projects in our high priority Upper South Platte watershed. Preventing fire across the landscape in this area provides great benefit to Aurora Water, protecting water quality and preventing sediment from filling Strontia Springs Reservoir.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding is available in the Water Fund Operating Budget in the amount of $100,000.

CC-52018/FD-500/SC-64947

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council support moving a Resolution of the City Council, of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and Jefferson Conservation District regarding Brush Gulch Project funding.this item forward to the April 20, 2026 Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12). (Best).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND JEFFERSON CONSERVATION DISTRICT REGARDING BRUSH GULCH PROJECT FUNDING

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") entered into an intergovernmental agreement with the U.S. Forest Service ("USFS") and the Colorado State Forest Service ("CSFS") in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk ("USFS IGA"); and

WHEREAS, the USFS IGA provided the framework by which the parties would specify mutually beneficial activities and projects within each priority watershed and identify target accomplishments and agreed that Aurora Water's portion of funding for selected activities and projects will be made through separate agreements; and

WHEREAS, Jefferson Conservation District ("JCD") is a Title 32 Conservation District that works to provide a local voice on natural resource issues, and works collaboratively with local, state and federal government entities to protect the natural resources of Jefferson, Gilpin, and Clear Creek Counties of Colorado's Front Range. JCD's priorities include forestry and fuels treatment for wildfire prevention and source water protection; and

WHEREAS, JCD is working in close partnership with the USFS and CSFS on the Brush Gulch Forest Restoration Project on USFS lands near Bailey, CO ("Project"). This Project seeks to perform forestry and fuels reduction work for the purposes of facilitating safer egress and ingress conditions during an emergency wildfire situation, maximizing community and wildfire responder safety, improving wildfire suppression opportunities and effectiveness, reducing the risk to public and private property, and potentially reducing suppression costs; and

WHEREAS, Aurora Water's intends to enter into an intergovernmental agreement ("Intergovernmental Agreement") with JCD to support the Project and make a financial contribution that shall not exceed $100,000; and

WHEREAS, Aurora Water is committed to protecting its watersheds to ensure high quality source water and wishes to support the Project because it is located in a high priority watershed for protection based on analysis in Aurora Water's Source Water Protection Plan (SWPP); and

WHEREAS, the work performed pursuant to this amendment to this Project is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any

political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between Jefferson Conservation District and Aurora Water regarding Jefferson Conservation District Brush Gulch Project Funding is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents, including amendments, as necessary to implement the intent of this Resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN
JEFFERSON CONSERVATION DISTRICT
AND AURORA WATER

Jefferson Conservation District
Brush Gulch Project Funding

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into effective as of the date of the last City of Aurora signature below ("Effective Date") by and between Jefferson Conservation District ("JCD"), a State of Colorado Title 32 Conservation District with mailing address of PO Box 261205, Lakewood, CO 80226 ("JCD"), and the City of Aurora, a Colorado home-rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora Water"). Aurora Water and JCD may each be referred to herein as a "Party" or together as the "Parties."

WHEREAS, Aurora Water entered into an Intergovernmental Agreement with the U.S. Forest Service ("USFS") and the Colorado State Forest Service ("CSFS") in order to develop a framework to work cooperatively with each other and other stakeholders to accomplish needed forest and watershed activities to reduce wildfire risk (USFS IGA). The USFS IGA enabled Aurora Water to support mutually identified projects to protect its watersheds. Such projects may include activities such as thinning, fuels reduction and other forest health treatments such as rehabilitation of burned land.

WHEREAS, the USFS IGA provided the framework by which the Parties would specify mutually beneficial activities and projects within each priority watershed and identify target accomplishments and did not agree to specific funding but noted that Aurora Water's portion of the funding for the selected activities and projects will be made through separate agreements.

WHEREAS, JCD is a local unit of state government that works to provide a local voice on natural resource issues, and works collaboratively with private landowners, residential communities, and local, state and federal government entities to protect the natural resources of Jefferson, Gilpin, and Clear Creek Counties of Colorado's Front Range. JCD's priorities include forestry and fuels treatment for wildfire prevention and source water protection.

WHEREAS, JCD is working in close partnership with the USFS and CSFS on the Brush Gulch Forest Restoration Project on USFS lands near Bailey, CO ("Project"). This Project seeks to perform forestry and fuels reduction work for the purposes of facilitating safer egress and ingress conditions during an emergency wildfire situation, maximizing community and wildfire responder safety, improving wildfire suppression opportunities and effectiveness, reducing the risk to public and private property, and potentially reducing suppression costs.

WHEREAS, Aurora Water is committed to protecting its watersheds to ensure high quality source water. Aurora Water wishes to support the Project because it is located in a high priority watershed for protection based on analysis in Aurora Water's Source Water Protection Plan (SWPP).

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq*., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs.

NOW, THEREFORE, in consideration of the promises, forbearance, and mutual undertakings herein, Aurora Water and JCD agree as follows:

Agreement

1. Services

JCD agrees to perform, or contract to perform, fuels work, including permitting, mechanical vegetation thinning, skidding, decking, hauling, gate installation, and road maintenance, within identified units on Forest Service lands near Bailey, CO, adjacent to the Burland Ranchettes subdivision and the North Fork of the South Platte River, as further described in the Scope of Work attached hereto (the "Services") and made a part hereof as Exhibit A. In no event shall either Party participate or authorize any prescribed burns associated with the services performed under this Agreement.

2. Reporting and Completion

JCD agrees to provide periodic Project updates to Aurora Water staff. Aurora Water may also periodically request onsite meetings to inspect ongoing and completed Project operations. Upon completion of the Project, JCD will notify Aurora Water in writing within 30 days to allow for inspection of the Services performed. Aurora Water may request corrections to any Services performed before the Project is deemed complete. Any unspent project funds will be shifted to other JCD projects on public lands in Aurora Water priority areas according to Aurora Water's Source Water Protection Plan, subject to written approval from Aurora Water.

3. Term

This IGA is effective for the term of one (1) year from the Effective Date or when Parties have concluded their respective Services pursuant to this IGA, whichever is earlier. The Parties may agree to extensions of the term through written amendment to this IGA.

4. Invoices and Payment

(a) JCD agrees to submit an invoice for its Services to Aurora Water (in a form reasonably acceptable to Aurora Water) within 30 days of the Effective Date. Such invoice must include itemized Project Services to be performed.

(b) Aurora Water shall provide funds in the amount of one hundred thousand dollars ($100,000) to JCD for Brush Gulch Project Services provided pursuant to this IGA, subject to the limitations set forth in Section 17 below. Aurora Water agrees to make these payments within forty-five (45) days of the date the invoice was received.

(c) The Internal Auditor of the City of Aurora (or a duly authorized representative from the City of Aurora) shall until three (3) years after final payment under this IGA, have access to and the right to examine any of JCD's books, documents, papers, or other records involving transactions related to this IGA.

5. Affirmations

The Parties affirm that they have the authority to enter into this IGA and that the individuals signing this IGA have the express authority to sign on their behalf. The Parties also agree that they shall fully cooperate with one another to satisfy and complete the purposes and goals of this IGA.

6. Termination

Notwithstanding any other provision in this IGA, either Party may terminate this IGA at any time with or without cause by providing at least thirty (30) days' written notice of termination to the other Party. Both Parties acknowledge and agree that notice of termination of this IGA need not specify any cause, reason, grounds, justification, or other basis for the termination other than the exercise of the Party's rights under this Section.

7. Effect of Termination

Except as otherwise provided herein, this IGA shall be of no further force or effect following the date of termination, except that each Party shall remain liable for any and all obligations arising from activities carried on by it hereunder to the date of termination. Upon termination, JCD agrees to return any unspent Project funds to Aurora Water within thirty (30) days.

8. Default

A Party will be considered in default of its obligations under this IGA if the Party fails to observe, to comply with, or to perform any term, condition, or covenant contained in this IGA and such failure continues for thirty (30) days after the non-defaulting Party gives the defaulting party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this IGA as of the date specified in the notice, and may seek specific performance in accordance with procedures identified in Section 15 of this IGA, Dispute Resolution.

9. Liability and Insurance

(a) Each party agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. As institutions of the State of Colorado, neither Aurora Water nor JCD are authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision shall be null and void.

JCD shall provide the appropriate certificates of insurance documents, at no cost to Aurora Water, as described in Exhibit B (attached hereto and incorporated by this reference). JCD

further agrees and understands that it must maintain and keep in force the appropriate insurance policies throughout the term of this IGA. JCD's policies will be primary and non-contributary with respect to any and all insurance policies purchased by Aurora Water or the City of Aurora.

10. No Waiver

(a) Nothing in this IGA will be construed or interpreted to limit or expand any jurisdiction or authority of either of the Parties, to waive any immunities, or to otherwise modify the legal rights of any person, to accomplish any state or federal law, or other applicable law, or to subject the Parties to any liability to which they would not otherwise be subject by law, including but not limited to immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to both Aurora Water and JCD.

11. Entire Agreement

This IGA, including its Exhibits, represents the entire agreement of the Parties, and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof, are merged into this IGA. When terms in the IGA are inconsistent with terms in an Exhibit, the terms in the IGA shall control.

12. Amendment

No amendment to this IGA shall be valid unless it is made in a writing signed by authorized representatives of the respective Parties.

13. Severability

In the event that any provision of this IGA is held unenforceable for any reason, the remaining provisions of this IGA shall remain in full force and effect.

14. Applicable Law

This IGA shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal issues regarding this IGA shall be in the State of Colorado, and venue shall lie in the Arapahoe County District Court.

15. Dispute Resolution

In the event of a dispute over or related to any provision of this IGA (a "Dispute"), the Parties agree to first attempt to arrive at a mutually agreeable solution to or resolution of the Dispute through good-faith conversation and negotiation between the Parties and their representatives. If one or both Parties determines that conversation will not resolve the Dispute, the Parties may enter into mediation with a mutually agreeable mediator employed by JAMS or another professional dispute-resolution entity in Colorado. In any event, the Parties agree to pay their own fees and costs related to any Dispute and attempts to resolve it.

16. Assignability

Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning Party.

17. Non-Appropriation.

JCD understands that any financial obligation of Aurora Water payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Should the Aurora City Council exercise its right not to appropriate funds for any future fiscal year sufficient for the continued performance obligations under this IGA, this IGA shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse.

18. Sole Obligation of Utility Enterprise

This IGA shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple-fiscal-year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by Aurora Water of any of its obligations under this IGA, JCD shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this IGA shall be construed as creating a lien upon any revenues of Aurora Water or the City.

19. Notices

Any and all notices, demands, and any communications pertaining to any provision of this IGA shall be made in writing and delivered personally or sent by registered or certified mail, postage pre-paid, return receipt requested to the Parties at the following addresses, or at such other address as the Parties may designate by notice in the above manner and by electronic mail.

To Aurora:	Aurora Water 26791 East Quincy Ave. Aurora, CO 80016 Attn: Matt Ashley
with a copy to:	City of Aurora 15151 East Alameda Parkway, Suite 5300 Aurora, CO 80012-1555 Attn: City Attorney

To JCD: Jefferson Conservation District
DFC, Bldg. 56, Room 2604,
PO Box 25426
Denver, CO 80225-0426
Attn: Matt McLemore

Notices shall be effective upon receipt by the addressee of the electronic mail Notwithstanding the foregoing, the Parties may communicate with respect to Term extensions and miscellaneous matters by e-mail as follows; to Aurora Water to Matt Ashley (mtashley@auroragov.org) and to JCD to Matt McLemore (matt.mclemore@jeffersoncd.com) or such other address as the Parties may designate by notice in the manner provided for in this Paragraph.

20. Multiple Originals

This IGA may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

21. Signatures

The Parties may execute this IGA, in whole or in part, using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, AdobeSign, SignNow or other e-signature application), and the same shall be deemed as a true and correct original.

(Remainder of Page Intentionally Blank)

In Witness Whereof, the Parties have accepted and made and executed this IGA upon the terms, conditions, and provisions set forth above as of the Effective Date.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

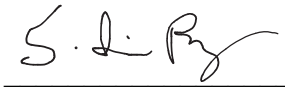
Approved as to form for Aurora:

Ian J Best 3/4/2026 26030538
Ian Best Date ACS #
Assistant City Attorney

STATE OF COLORADO
COUNTY OF ARAPAHOE
The foregoing was acknowledged before me this ____ day of _____, 2026, by _____ as Mayor of the City of Aurora.

_____
Notary's official signature

Jefferson Conservation District



2/16/2026

Name: Date

Title: Board President

Exhibit A: Scope of Work

Project Manager:
Jackson Cooper

Contact Information:
Cell: (720) 202-8070
Email: jackson.cooper@jeffersoncd.com

Project Description:

Treatment Specifications

- Project name: Brush Gulch Forest Restoration Project
- Project Area: 150 - 200 acres
    - USFS land located near coordinates 39.40196, -105.44113
- Post-treatment overstory tree basal area should not exceed 45 square feet per acre on average across all treatment units.
- Ponderosa pine and aspen, where present, will be favored for retention.
- Douglas-fir, spruce, and lodgepole pine will be favored for removal.
- Retained trees should be in groups and singles in a heterogeneous spatial arrangement intermixed with a mosaic of tree-less openings, per guidance from USDA RMRS General Technical Report 373 “Principles and practices for the restoration of ponderosa pine and dry mixed-conifer forests of the Colorado Front Range.”
- Treatment will be considered complete and eligible for reimbursement after trees have been cut and decked for future removal, and slash has been managed either by chip/haul, mastication, lop/scatter, or piling for future burning.

Timeline

- January 2026 - June 2026: Units are marked and laid out
- June 2026 - March 2027: Active logging operations occur sometime in this window

Map - treatment of between 150 and 200 acres will occur within designated units below.

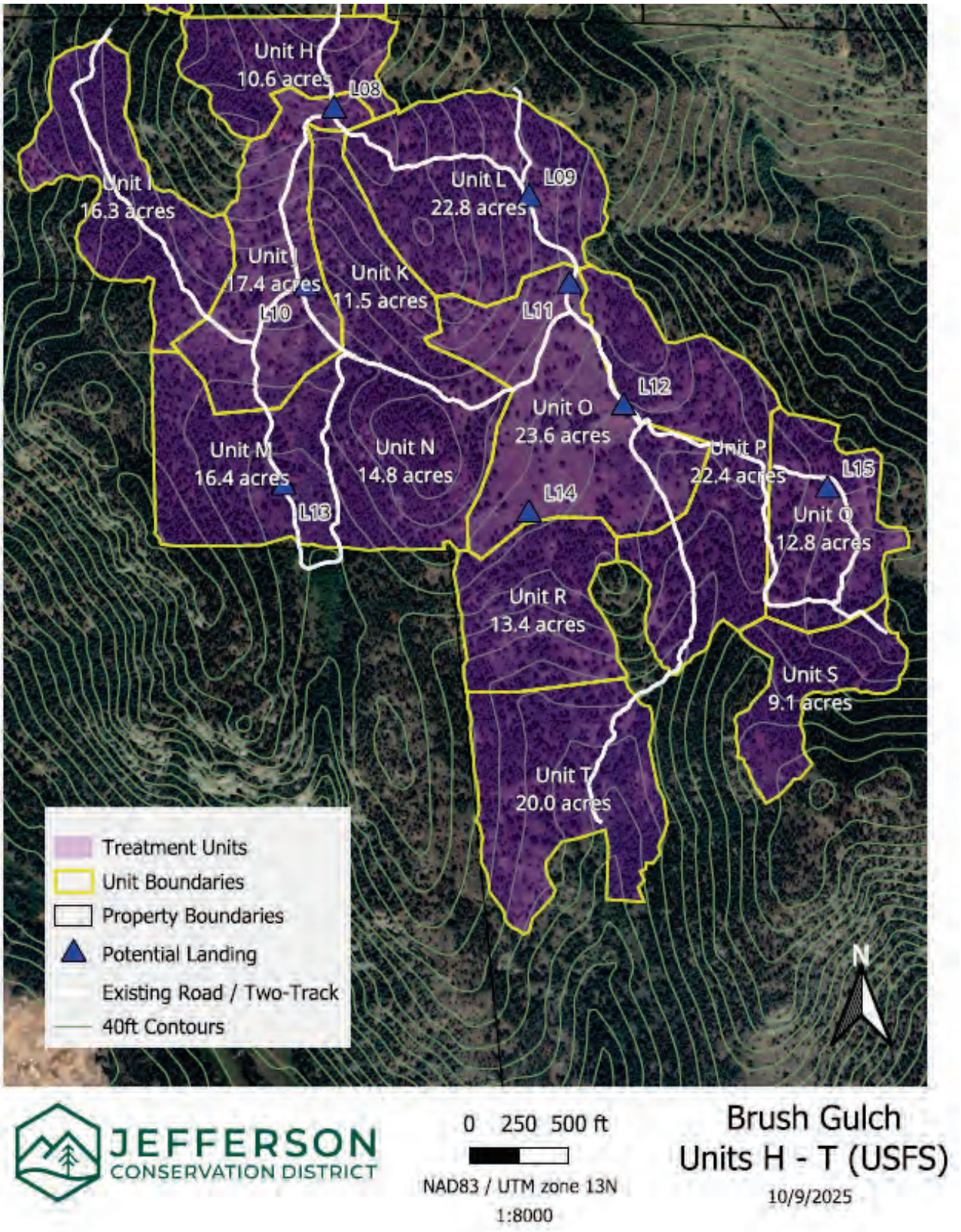


Exhibit B: Insurance

Insurance. Prior to commencement of any activities under this agreement, JCD shall provide certificates of insurance evidencing the following coverages:

a. Commercial General Liability Insurance. JCD shall maintain commercial general-liability insurance covering all Work operations by or on behalf JCD on a per- occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City of Aurora, its elected and appointed officials, employees, agents, and representatives shall be named as additional insureds by endorsement.

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate

b. Workers' Compensation and Employers Liability Insurance. JCD shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, JCD shall maintain Employers Liability Insurance with minimum limits of $100,000 bodily injury for each accident, $100,000 bodily injury by disease each employee and $100,000 bodily injury disease aggregate.

c. Subcontractor's Insurance. It shall be the responsibility of JCD to ensure that subcontractors maintain the same minimum requirements as set forth in sections a and b.

d. City as Additional Insured. All primary and excess general liability insurance policies required by this agreement shall name Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and said coverage shall contain a waiver of subrogation. JCD and/or JCD 's Agents shall provide a copy of an endorsement providing this coverage.

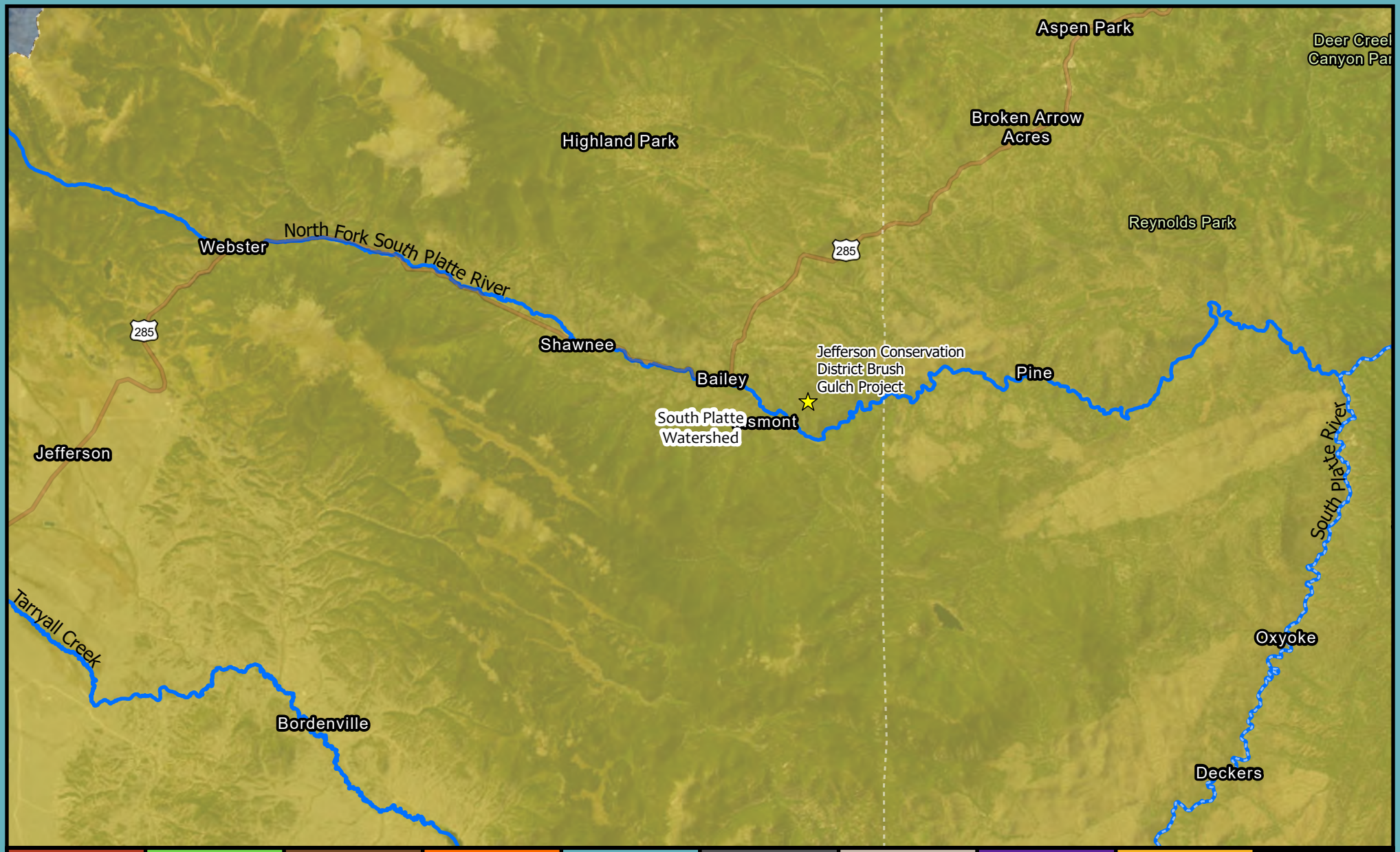
e. Limits of Insurance. Insurance coverage meeting the total limits of liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

f. Certificates of Insurance. Prior to commencing any work, JCD shall provide certificates of insurance to Aurora demonstrating that, at the minimum, coverages required herein are in effect. JCD agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days' prior written notice to the City. JCD's insurance must be kept in force throughout the duration of this agreement. If any required insurance coverage is renewed at any time during the term of this agreement, the owner of the insurance policy shall be responsible for obtaining updated insurance certificates and forwarding the replacement

certificates to the City within thirty (30) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A-VIII and the minimum A.M. Best rating of each excess insurer shall be A-VIII. JCD shall provide copies of insurance policies to Aurora's Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered in response to a significant change in activities contemplated by the agreement, including but not limited to the Work that will be conducted. JCD shall notify the City of any significant change in activities within ten (10) days of determining that such a significant change is necessary for its operations. JCD's policy(ies) will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.



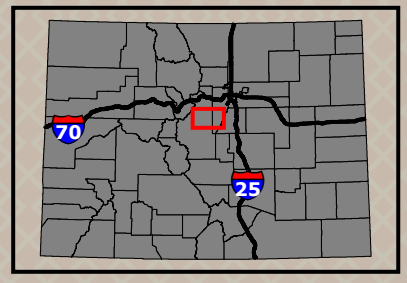
March 2026 WPC Watershed Projects Map

Aurora Water

gwhitney@auroragov.org | 303-579-2990 | www.auroragov.org
15151 E. Alameda Pkwy, Aurora, CO 80012 USA

March 2, 2026

Aurora is Worth Discovering!



Legend

- Watershed Health Projects
- Arkansas Watershed
- Colorado Watershed
- South Platte Watershed

Miles 0 1.25 2.5 5

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

Colorado Special Districts Property and Liability Pool

CERTIFICATE OF COVERAGE

Certificate Number
CERT-012662

ADMINISTRATOR
Colorado Special Districts Property and Liability Pool
c/o McGriff, a Marsh & McClennan Agency, LLC Company
PO Box 1539
Portland, OR 97207-1539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED MEMBER
Jefferson Conservation District
P.O. Box 25426
Denver, CO 80225

COMPANIES AFFORDING COVERAGE

COMPANY A:	Colorado Special Districts Property and Liability Pool
COMPANY B:	
COMPANY C:	

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability ☒Commercial General Liability ☒Public Officials Liability ☒Employment Practices ☒Occurrence	26PL-18036-3356	01/01/26	12/31/26	General Aggregate	Unlimited
		*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) $424,000 for an injury to any one person in any single occurrence; and (b) $1,195,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed $424,000 for each injured person.			Each Occurrence*	$2,000,000
A	Automobile Liability ☒Scheduled Autos ☒Hired Autos ☒Non-Owned Autos	26PL-18036-3356	01/01/26	12/31/26	Each Occurrence*	$2,000,000
	Auto Physical Damage ☐Scheduled Autos ☐ Hired Autos					
	Excess Liability ☐Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property ☐					

Description:
Evidence of coverage only.

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.

AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe

Date: January 7, 2026

CITY OF AURORA
Council Agenda Commentary

Item Title: Firestone Water Use Agreement (Resolution)
Item Initiator: Dawn Jewell, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Assistant General Manager of Water Supply & Demand, Aurora Water / Ian Best, Sr Asst City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 4/6/2026

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 3/18/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On March 18, 2026 the Water Policy Committee supported moving the Firestone Water Use Intergovernmental Agreement forward to the April 6, 2026 Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The City of Aurora is in need of a water supply to satisfy return flows on the St. Vrain Creek, the Town of Firestone is in need of a water supply to satisfy return flows on the South Platte River, and neither party has the supply in the correct area to make their own return flows. However, both parties do have supplies which can be released for the other party to satisfy those obligations and are seeking to trade water for the benefit of both parties.

This agreement is for a trade of up to 460-acre feet of water in a water year (November 1 – October 31) at a max rate of 1.6 cubic feet per second. The agreement allows for this amount to be modified if mutually agreed upon in the future. The water will be quantified at the point at which it is needed on the river and the party delivering the water will make up transit losses from their chosen release point. The deliveries are expected to be roughly equivalent; however, they will be balanced on a five-year basis and any entity which has delivered less water will be obligated to pay the then current Aurora Reusable Raw Water Rate to the other party.

This agreement is in perpetuity but does have several termination provisions if mutually agreed upon, required by court order, if there is a breach of contract, or if there is a force Majeure event which creates nonperformance

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council support moving a Resolution of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the Town of Firestone regarding water delivery forward to the April 20, 2026 Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12). (Best)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE TOWN OF FIRESTONE REGARDING WATER DELIVERY

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") owns and operates a municipal water utility system for the benefit of its residents and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Aurora Water's return flow obligation associated with changes of use of Aurora Water's ditch company shares in the South Platte River basin can, at times, be owed to portions of St. Vrain Creek, a tributary of the South Platte River. Aurora Water is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to St. Vrain Creek. Aurora Water presently has the capacity and water supply to release water to the South Platte River upstream of its confluence with St. Vrain Creek; and

WHEREAS, the Town of Firestone ("Firestone") owns and operates a municipal water utility system for the benefit of its residents and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Firestone's return flow obligation associated with its future change of use of its ditch company shares can, at times, be owed to portions of the South Platte River. Firestone is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to the South Platte River upstream of its confluence with St. Vrain Creek. Firestone presently has the capacity and water supply to release water to St. Vrain Creek; and

WHEREAS, it is mutually beneficial and increases the efficiency of both Aurora Water's and Firestone's municipal water supply systems to enter into this reciprocal agreement for the purpose of physically releasing water to help the other Party appropriately satisfy its return flow obligations or other purposes consistent with each Party's water court decrees; and

WHEREAS, this agreement will improve the capacity, efficiency, or service both of Firestone and Aurora Water's respective supply systems and the Parties seek to enter this agreement to create a mutually beneficial exchange of water; and

WHEREAS, the parties intend that the amount of water delivered to each Party under the agreement will be roughly equivalent. If either Party has delivered more water to the other over a five (5) year period the Party receiving more water has agreed to compensate the Party providing the excess water at the then applicable Aurora Water "Reusable Raw Water" delivery rate; and

WHEREAS, consistent with Section l0-6 the City Charter, Aurora Water may enter this Agreement to create an exchange of water with Firestone and to allow for cooperation between the Parties in order to release water from their respective water rights to satisfy the other Party's obligations for return flows in the South Platte Ri ver and St. Vrain Creek; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement for the Delivery of Water between the City of Aurora acting by and through its Utility Enterprise and the Town of Firestone is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

Intergovernmental Agreement for Water Delivery

This Intergovernmental Agreement for Water Delivery ("Agreement") is made on this _____ day of, _____ 2026 ("Effective Date"), between the City of Aurora, Colorado, a municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora") and the Town of Firestone, acting by and through its Water Activity Enterprise ("Firestone"). Aurora and Firestone shall be referred to herein individually as "Party," and collectively as "Parties."

Recitals

A. Firestone owns and operates a municipal water utility system for the benefit of its citizens and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Firestone's return flow obligation associated with its future change of use of its ditch company shares can, at times, be owed to portions of the South Platte River. Firestone is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to the South Platte River upstream of its confluence with St. Vrain Creek. Firestone presently has the capacity and water supply to release water to St. Vrain Creek.

B. Aurora owns and operates a municipal water utility system for the benefit of its citizens and water users, and in this capacity, diverts and beneficially uses certain decreed water rights in its municipal system. A portion of Aurora's return flow obligation associated with changes of use of Aurora's ditch company shares in the South Platte River basin can, at times, be owed to portions of St. Vrain Creek, a tributary of the South Platte River. Aurora is not presently capable of releasing its decreed water rights or fully consumable municipal return flows to St. Vrain Creek. Aurora presently has the capacity and water supply to release water to the South Platte River upstream of its confluence with St. Vrain Creek.

C. It is mutually beneficial and increases the efficiencies of both Firestone's and Aurora's municipal water supply systems to enter into this reciprocal agreement for the purpose of physically releasing water to help the other Party appropriately satisfy its return flow obligations or other purposes consistent with each Party's water court decrees.

D. In the judgment of the Firestone Board of Trustees the term of this Agreement will result in improvement in the capacity, efficiency, or service of Firestone's utility system. In this regard, Firestone enters this Agreement to create a mutually beneficial exchange of water with Aurora that will result in an improvement of the efficiency of Firestone's water supply system.

E. Consistent with Sections l0-6 and 10-12, Part III, Article X of the Aurora City Charter, Aurora enters this Agreement to create an exchange of water with Firestone and to allow for cooperation between the Parties in order to release water from their respective water rights to satisfy the other Party's obligations for return flows in the South Platte River and St. Vrain Creek as further described herein.

Agreement

In consideration of the mutual promises, rights and obligations contained herein, the Parties agree as follows:

1. Firestone and Aurora each agree to deliver the amount of water described herein for purposes of satisfying the other Party's respective return flow obligations or other uses authorized or required by the Party's water court decrees ("Authorized Use") to St. Vrain Creek for Aurora or the South Platte River for Firestone, subject to the terms of this Agreement. Each Party shall be solely responsible for compliance with their respective water court decrees.

2. Aurora's Deliveries to the South Platte River for Firestone's Authorized Use.

   2.1 Amount of Water Delivered for Firestone's Authorized Use. The amount of replacement and/or fully consumable water delivered on Firestone's behalf shall not exceed 460 acre-feet (including transit losses discussed in Paragraph 2.5 below) over the course of the "Water Year," which runs from November 1 to October 31, and shall not exceed an instantaneous flow rate of 1.60 c.f.s. The amount of water that Aurora delivers for Firestone's Authorized Use and the flow rate(s) may be increased or otherwise modified by mutual written agreement of the Parties.

   2.2 Firestone's Delivery Schedule. On or before the start of the Water Year, Firestone will provide Aurora with a table setting forth Firestone's total water delivery request and return flow obligations to the South Platte River for the new water year. Said table will include the total volume of return flow replacement obligations on a monthly basis. Daily delivery rates will be determined by dividing the monthly volumes by the number of days within the delivery month.

   2.3 Location of Delivery. The Parties may determine the location(s) of delivery by mutual written agreement on or before the start of the Water Year each year. To the extent that the Parties have not reached an agreement by that date, the default delivery location for Aurora's deliveries on Firestone's behalf shall be above the Meadow Island No. 2 Ditch headgate or above the next calling right downstream of that location. The default delivery location is depicted on the attached Exhibit 1.

   2.4 Sources of Replacement Water. Aurora will satisfy its obligations under this Agreement using water derived from its then-existing water portfolio, including but not limited to, water rights described on the attached Exhibit 3.

   2.5 Transit Losses. Aurora will be responsible for the transit losses, if any, from Aurora's point of discharge into the South Platte River to Firestone's delivery location.

   2.6 Payment. The Parties intend and expect that the amount of water delivered to each Party under this Agreement will be roughly equivalent. When the amount delivered by Aurora on Firestone's behalf pursuant to this Agreement is greater than the

amount Firestone delivers on Aurora's behalf pursuant to this Agreement, Firestone will pay Aurora for the amount of water delivery that exceeds the amount delivered to Aurora. Payment for water delivery shall be due and payable every five years ("Accounting Period"). Payment for water delivery under this Agreement shall be due and payable no later than December 15 after the end of each Accounting Period. The Parties shall account for their deliveries on a monthly basis. The proposed accounting form for the Accounting Period is attached as Exhibit 2.

2.7 Accounting Period. The first Accounting Period shall commence in the first Water Year after the date that a Party provides notice to the other Party of its desire to receive water delivery under this Agreement; provided, however, that any such notice must be given at least six months before the start of the Water Year in which deliveries are requested. The Accounting Period for both Parties shall be the same, even if one Party requests no water delivery during an Accounting Period. Subsequent Accounting Periods shall run consecutively, with the second Accounting Period beginning immediately after the first Accounting Period and subsequent Accounting Periods shall so continue unless and until this Agreement is terminated pursuant to Paragraph 5.

2.8 Rates. The rate for water delivery shall be $676 per acre-foot, which is Aurora's reusable raw water delivery rate as of the Effective Date of this Agreement. The Parties may, by mutual agreement, adjust the water delivery rate under this Paragraph 2.8 and Paragraph 3.8 prior to the beginning of each new Accounting Period so that the applicable rate for both Parties for the new Accounting Period is equivalent to Aurora's then-applicable reusable raw water delivery rate.

2.9 Measurement/Accounting. Aurora shall measure and account for all deliveries (including any deliveries to cover transit loss) made to the South Platte River for Firestone's Authorized Use. All measurement shall occur at the point of release of water into the South Platte River for Firestone's Authorized Use.

3. Firestone's Deliveries to St. Vrain Creek for Aurora's Authorized Use.

3.1 Amount of Water Delivered for Aurora's Authorized Use. The amount of replacement and/or fully consumable water that Firestone delivers on Aurora's behalf will not exceed 460 acre-feet (including transit losses discussed in Paragraph 3.5 below) in any Water Year at a maximum instantaneous flow rate of 1.6 c.f.s. The amount of water that Firestone delivers for Aurora's Authorized Use and the flow rate(s) may be increased or otherwise modified by mutual written agreement of the Parties.

3.2 Aurora's Delivery Schedule. On or before the start of the Water Year, Aurora will provide Firestone with a table setting forth Aurora's total water delivery request and return flow obligation to St. Vrain Creek for the coming Water Year. Said table will include the total volume of return flow replacement obligations on a monthly basis. Daily delivery rates will be determined by dividing the monthly volumes by the number of days within the delivery month.

3.3 Location of Delivery. The Parties may determine the location(s) of delivery by mutual written agreement on or before the beginning of each new Water Year. To the extent that the Parties have not reached an agreement by that date, the default delivery location for Firestone's deliveries to the St. Vrain Creek on Aurora's behalf shall be to a point on St. Vrain Creek just North of State Highway 66, located in the Southeast One-Quarter of the Southeast One-Quarter of Section 20, Township 3 North, Range 67 West 6th P.M., Weld County, Colorado, 69 feet from the South Section Line and 610 feet from the East Section Line or above the next calling right downstream of that location. The default delivery location is depicted on the attached Exhibit 1.

3.4 Sources of Replacement Water. Firestone will satisfy its obligations under this Agreement using water derived from its then-existing water portfolio, including but not limited to, water rights described on the attached Exhibit 4.

3.5 Transit Losses. Firestone will be responsible for the transit losses, if any, from Firestone's point of discharge into St. Vrain Creek to Aurora's delivery location.

3.6 Payment. The Parties intend and expect that the amount of water delivered to each Party under this Agreement will be roughly equivalent. When the amount delivered to by Firestone on Aurora's behalf pursuant to this Agreement is greater than the amount delivered by Aurora on Firestone's behalf pursuant to this Agreement, Aurora will pay Firestone for the amount of water delivery that exceeds the amount delivered to Firestone. Payment for water delivery shall be due and payable at the end of every Accounting Period. Payment for water delivery under this Agreement shall be due and payable no later than December 15 after the end of each Accounting Period. The Parties shall account for their deliveries on a monthly basis. The proposed accounting form for the Accounting Period is attached as Exhibit 2.

3.7 Accounting Period. The Accounting Periods shall commence and run as described in Paragraph 2.7 above.

3.8 Rates. The rate for water delivery shall be $676 per acre-foot, which is Aurora's reusable raw water delivery rate as of the Effective Date of this Agreement. The Parties may, by mutual agreement, adjust the water delivery rate in this Paragraph 3.8 and Paragraph 2.8 prior to the beginning of each new Accounting Period so that the applicable rate for both Parties for the new Accounting Period is equivalent to Aurora's then-applicable reusable raw water delivery rate.

3.9 Measurement/Accounting. Firestone shall measure and account for all deliveries (including any deliveries to cover transit loss) made to the St. Vrain for Aurora's Authorized Use. All measurement shall occur at the point of release of water into the St. Vrain Creek for Aurora's Authorized Use.

4. Operation and Maintenance of Structures.

4.1 Aurora will solely bear the design, construction, operation, maintenance, and repair costs associated with the delivery and measurement structures needed to deliver water to the South Platte River for Firestone's Authorized Use pursuant to this Agreement and Aurora's use of those structures in the performance of its obligations under this Agreement shall not be construed to confer to Firestone any ownership interest in the structures.

4.2 Firestone will solely bear the design, construction, operation, maintenance, and repair costs associated with the delivery and measurement structures needed to deliver water to St. Vrain Creek for Aurora's Authorized Use pursuant to this Agreement and Firestone's use of those structures in the performance of its obligations under this Agreement shall not be construed to confer to Aurora any ownership interest in the structures.

5. Termination Provisions. This Agreement may be terminated under the following conditions:

5.1 By Mutual Agreement: This Agreement may be terminated at any time by mutual written agreement of both Parties; provided, however: (a) the Parties agree to continue water deliveries under this Agreement for at least one year after a Party provides notice of its desire to terminate this Agreement; and (b) the Parties agree to complete water deliveries sufficient to cover each other's replacement obligations, including lagged depletions, as they exist on the date that the Parties agree to terminate this Agreement.

5.2 By Court Order: This Agreement may be automatically terminated by the order of a court of competent jurisdiction.

5.3 Unilateral Termination for Breach: Either Party may terminate this Agreement at its sole option if the other Party fails to make replacement deliveries as required under this Agreement, following written notice of said failure and that Party's failure to cure within ten (10) days of receipt of notice.

5.4 Termination for Nonperformance Due to Force Majeure: If either Party is unable to perform its obligations under this Agreement due to force majeure as defined in this Agreement, the other Party may terminate this Agreement as further described in Paragraph 11.

6. Authorized Sources of Delivered Water/Cooperation in Water Court Proceedings. The Parties acknowledge and agree that this Agreement contemplates the delivery of replacement water sources between the Parties. The Parties do not anticipate that any additional water court filings confirming this arrangement will be necessary. To the extent that any such filing becomes necessary in the future, the Parties agree to fully cooperate

with each other to obtain any necessary court or agency approval, and each Party will bear its own costs in any such proceeding.

7. Water Quality Provisions. It is recognized that the sources of delivery of water under this Agreement may include, but are not limited to lawfully discharged treated municipal wastewater effluent and fully consumable, raw water. There is no guarantee or representation as to quality of water delivered hereunder except to the extent treated municipal wastewater effluent is utilized to satisfy delivery obligations, any such treated municipal wastewater effluent will be discharged in accordance with the limits and terms of wastewater discharge permits maintained by Firestone, Aurora, and/or Metro Water Recovery. Short term upsets in the quality of effluent discharges or effluent discharges pursuant to a compliance schedule are expressly excluded from this requirement.

7.1 The Parties expressly acknowledge and agree that neither Party has made any representation or warranties regarding the quality of or fitness for any use of the water delivered hereunder. Each Party hereby waives any actual or potential rights it might have concerning any warranties against the other Party as to fitness for a particular use, product liability claims, and all other extant or later created or conceived of strict liability or strict liability claims and rights concerning the fitness or appropriateness of the water delivery hereunder for a particular use or users.

7.2 The Parties further acknowledge and agree that the water delivered pursuant to this Agreement is delivered on an "as-is" basis. Each Party bears all risks that the quality of water delivered hereunder is sufficient for their uses in a plan of augmentation or a temporary substitute supply plan. Adverse determinations by a Court or administrative agency as to the quality of water delivered hereunder for use in a plan for augmentation or a temporary substitute supply plan shall not be grounds for rescission of this Agreement.

8. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be given and effective when delivered by Express Mail, Federal Express, or like service, or on the third mail delivery day after it is deposited to the United States mail, postage prepaid and addressed to the Parties as follows:

To Aurora:	Aurora Water Management Attn: General Manager 26791 E. Quincy Ave. Aurora, CO 80016 Facsimile: (303)739-7604 Email: spaccounting@auroragov.org
With a copy to:	City of Aurora Attn: City Attorney's Office 15151 E. Alameda Pkwy, Suite 5300 Aurora, CO 80012
To Firestone:	Julie Pasillas

Director of Water and Community Resources
9950 Park Ave Firestone, CO 80504
Email: jpasillas@firestoneco.gov

With a copy to: Lawrence Custer Grasmick Jones & Donovan, LLP
Attn: Wes Knoll
Email: wes@lcwaterlaw.com

Each Party will endeavor to provide a courtesy copy of any notice via email or facsimile contemporaneously with the mailing of any hard copy notice to the above relevant addresses.

9. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

10. Sole Obligation of Utility Enterprise/Water Activity Enterprise. This Agreement shall never constitute a general obligation or other indebtedness of either Party, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of either Party within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora or of Firestone's municipal code.

10.1 In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Firestone shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

10.2 In the event of a default by Firestone's Water Activity Enterprise of any of its obligations under this Agreement, Aurora shall have no recourse for any amounts owed to it against any funds or revenues of the Town of Firestone except for those revenues derived from rates, fees or charges for the services furnished by its "water activity" as that term is defined by Firestone Ordinance 93-297, and then only after the payment of all operation and maintenance expenses of Water Activity Enterprise and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Water Activity Enterprise secured by a pledge of

the revenues of the Water Activity Enterprise. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any of the revenues of the Firestone Water Activity Enterprise or the Town of Firestone.

11. Failure to Perform Due to *Force Majeure*. Subject to the terms and conditions in this Section, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure,* as that term is specifically defined herein; provided that A) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; B) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation, A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the use or reuse of the subject water through leases or other agreements to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought, as defined as a drought condition more severe than that which occurred in the years 2002-2003 in the South Platte River Basin, O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than ninety (90) days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such ninety (90) day period, terminate this Agreement upon written notice to the Party claiming *force majeure,* without further obligation except as to costs and balances incurred prior to the effective date of such termination.

12. Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the delivery of the water contemplated herein.

13. Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

14. Amendment. This Agreement may only be amended in writing by the mutual agreement of the undersigned Parties, or their successors and assigns.

15. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

16. Governing Law and Venue. This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in Colorado District Court for Arapahoe County, Colorado.

17. No Attorney Fees. In the event of any litigation, mediation, arbitration, or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorney and other professional fees, costs and expenses associated with any such proceedings.

18. No Construction Against Drafter. This Agreement was drafted by both Parties. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

19. No Agency Created. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. Neither of the Parties shall have any right or authority to act on behalf of or bind the other Party.

20. Non-Severability; Effect of Invalidity. Each Section in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties or as provided for below. If any provision or portion of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable for any reason by a Court of competent jurisdiction, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any portion of this Agreement is held invalid or unenforceable to either Party or as to both Parties, the Parties will immediately attempt to negotiate valid alternative portions that as near as possible to give effect to any portions so stuck.

21. Waiver of Breach. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

22. Non-Business Day. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules

of Civil Procedure then the relevant date shall be extended automatically until the next business day.

23. Recitals and Exhibits. The recitals and exhibits attached hereto are hereby incorporated into this Agreement.

24. Authority to Execute. Each of the persons executing this Agreement on behalf of the Parties hereto covenants and warrants that he or she is fully authorized execute this Agreement on behalf of the Party they represent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This agreement has been made and is effective as of the above date.

Town of Firestone

By:_____ _____
[Name, Title] Date

ATTEST:

_____
[Name, City Clerk]

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by [name, Title], acting on half of the Town of Firestone, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

APPROVED AS TO FORM:

Ian J Best on behalf of 2/24/2026 26031550
_____ _____ _____
Stephen Cann, Assistant City Attorney Date ACS#

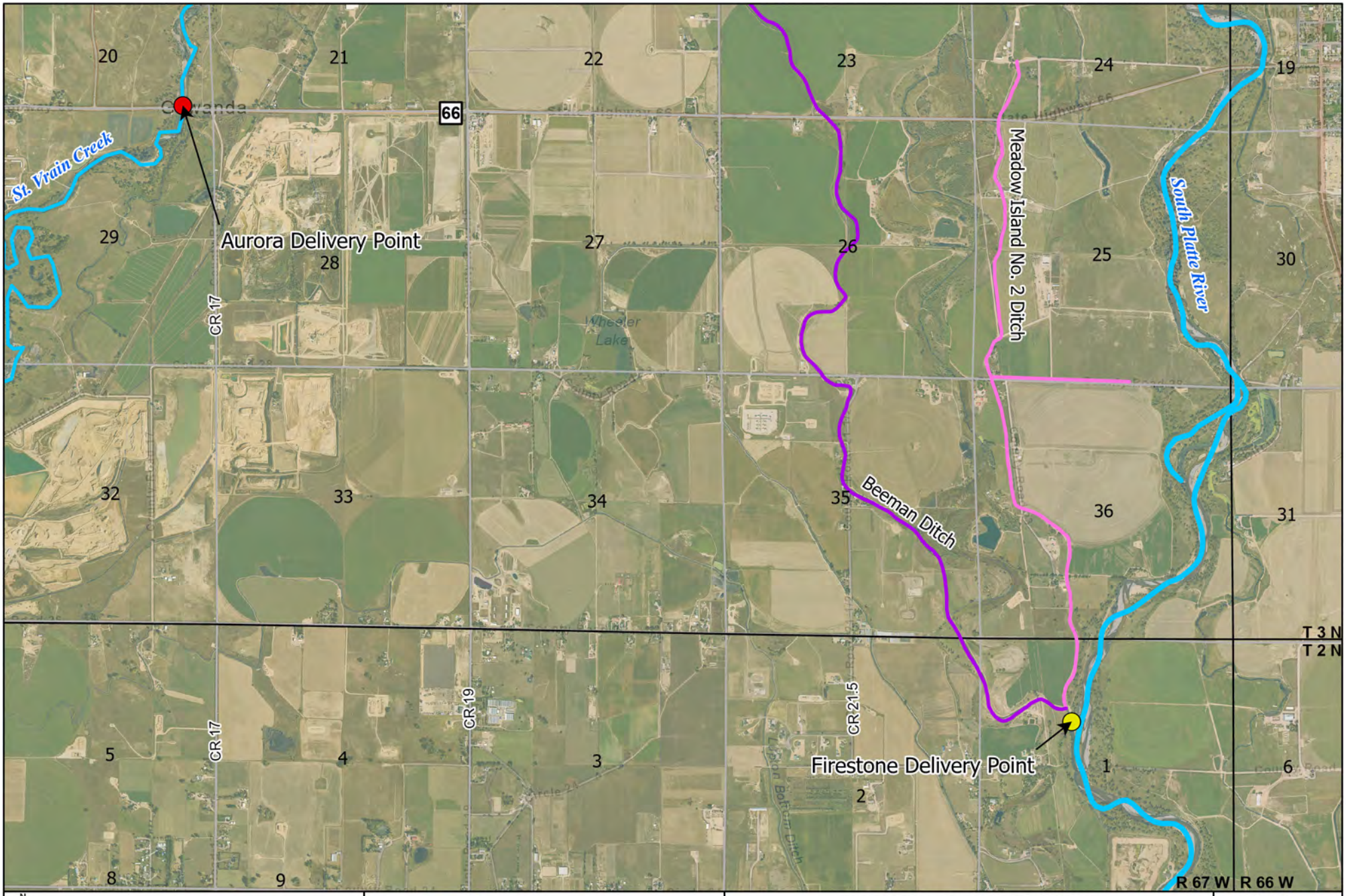
State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by Mike Coffman, Mayor, acting on half of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

Signature Page 3



SUMMIT WATER·ENGINEERS·INC

FIRESTONE AGREEMENT

Delivery Points

JOB NO: 0125.805.01

SCALE: 1 inch = 0.5 miles

EXHIBIT: 1

Exhibit 2
City of Aurora
Firestone Trade Accounting

Current Year: 2026 **Start Year:** 2026 **End Year:** 2030

(all values in acre-feet unless otherwise noted)

	Column	*(1)*	*(2)*	*(3)*	*(4)*	*(5)*	*(6)*
Row	**Deliveries by Aurora for Firestone**						
	Month	2026	2027	2028	2029	2030	5 Year Total
	Nov						
	Dec						
	Jan						
	Feb						
	Mar						
	Apr						
	May						
	Jun						
	Jul						
	Aug						
	Sep						
	Oct						
(a)	**Total**	0	0	0	0	0	**0**
	Deliveries by Firestone for Aurora						
	Month	2026	2027	2028	2029	2030	5 Year Total
	Nov						
	Dec						
	Jan						
	Feb						
	Mar						
	Apr						
	May						
	Jun						
	Jul						
	Aug						
	Sep						
	Oct						
(b)	**Total**	0	0	0	0	0	**0**
(c)						Aurora Excess Deliveries after 5 Years (Ac-Ft):	0
(d)						Firestone Excess Deliveries after 5 Years (Ac-Ft):	0
(e)						Price per Ac-Ft (5-year fixed rate):	$ 676.00
(f)						Amount Aurora Owes Firestone (if in excess following 5-year Period):	$ -
(g)						Amount Firestone Owes Aurora (if in excess following 5-year Period):	$ -

Row (a) Total annual deliveries by Aurora.
Row (b): Total annual deliveries by Firestone.
Row (c): Equals minimum of Row(a), Column (6) minus Row (b), Column (6), or zero.
Row (d): Equals minimum of Row(b), Column (6) minus Row (a), Column (6), or zero.
Row (e): Aurora's reusable raw water delivery rate at beginning of 5-year period.
Row (f): Equals Row (d) times Row (e). Expense not due until conclusion of 5-year Period.
Row (g): Equals Row (c) times Row (e). Expense not due until conclusion of 5-year Period.

Aurora's Water Rights
As of August 2025

I. SOUTH PLATTE RIVER:

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MCDOWELL RANCH						**W-8345-76**
GUIRAUD 1 & 2	08.70 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/01	1889/10/18	23	1.2 cfs
GUIRAUD DITCH	20.27 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/01	1889/10/18	23	2.2 cfs
CANON DITCH	41.59 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/15	1889/10/18	23	5.5 cfs
SMALL DITCH	16.00 cfs	MIDDLE FORK SOUTH PLATTE	1867/07/15	1889/10/18	23	1.1 cfs
FEHRINGER NO. 1 DITCH	17.90 cfs	MIDDLE FORK SOUTH PLATTE	1875/04/20	1889/10/18	23	1.0 cfs
FEHRINGER NO. 2 DITCH	13.60 cfs	MIDDLE FORK SOUTH PLATTE	1878/04/20	1889/10/18	23	1.0 cfs
SCHATTINGER RANCH						**84CW055**
BRUBAKER DITCH	02.06 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	1.8 cfs
CINCINNATI DITCH	05.59 cfs	FRENCH CREEK	1879/06/20	1889/10/18	23	5.6 cfs
LAVACK DITCH and ENLARGEMENT	10.00 cfs	TAILWATER	1877/05/15	1889/10/18	23	
LAVACK NO. 2 DITCH	03.00 cfs	VOLZ GULCH	1877/07/01	1889/10/18	23	2.4 cfs
HENRY DITCH	01.00 cfs	MOUNTAIN CREEK	1879/07/25	1889/10/18	23	1.0 cfs
ROCKER 7 RANCH						**84CW056**
CROSIER HAWXHURST DITCH	01.34 cfs	JEFFERSON CREEK	1875/04/25	1889/10/18	23	0.4 cfs
HAWXHURST DITCH	04.00 cfs	JEFFERSON CREEK	1876/04/25	1889/10/18	23	1.0 cfs
SNYDER CREEK DITCH	09.50 cfs	SNYDER CREEK	1884/07/08	1918/05/18	23	2.2 cfs
TETER RANCH						**86CW222**
DEMICK DITCH	08.00 cfs	MICHIGAN CREEK	1875/04/12	1889/10/18	23	5.20 cfs
DEMICK ENLAREMENT	04.00 cfs	MICHIGAN CREEK	1882/03/01	1889/10/18	23	2.90 cfs
JOHNSTON RANCH						**86CW223**
HOPSON DITCH	06.00 cfs	UNNAMED CREEK	1872/05/15	1889/10/18	23	1.3 cfs
HOLTHUSEN DITCH	01.31 cfs	NO NAME CREEK	1875/07/01	1889/10/18	23	1.3 cfs
PEABODY DITCH	03.00 cfs	TARRYALL CREEK	1880/04/20	1889/10/18	23	1.9 cfs
PEABODY NO. 2 DITCH	04.00 cfs	TARRYALL CREEK	1881/05/10	1889/10/18	23	1.8 cfs

[1] Flow rates shown in this column indicate maximum rates and include flow rates for both the municipal use water and delayed return flow obligations, if any, as specified in each particular change decree.

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
SIBLEY RANCH						**84CW057**
WILKEN DITCH	10.00 cfs	TARRYALL CREEK	1871/05/15	1889/10/18	23	1.0 cfs
RATCLIFF NO. 1 DITCH	20.00 cfs	ROCK CREEK	1872/05/01	1889/10/18	23	0.3 cfs
ROCK CREEK DITCH	02.70 cfs	ROCK CREEK	1872/06/15	1889/10/18	23	0.2 cfs
RATCLIFF NO. 2 DITCH	04.21 cfs	ROCK CREEK	1873/05/20	1889/10/18	23	0.8 cfs
BORDEN NO. 2 DITCH	04.63 cfs	TARRYALL CREEK	1874/11/01	1889/10/18	23	0.6 cfs
MARY G. BORDEN DITCH	03.00 cfs	TARRYALL CREEK	1874/11/30	1889/10/18	23	0.3 cfs
RATCLIFF NO. 3 DITCH	04.06 cfs	ROCK CREEK	1875/05/01	1889/10/18	23	0.6 cfs
MCMANUS DITCH	10.00 cfs	TARRYALL	1876/05/01	1889/10/18	23	0.3 cfs
LEE NO. 1 DITCH	01.08 cfs	ROCK CREEK	1876/06/01	1889/10/18	23	0.3 cfs
LEE NO. 2 DITCH	00.50 cfs	ROCK CREEK	1877/05/01	1889/10/18	23	0.1 cfs
ROCK CREEK NO. 1 DITCH	01.35 cfs	ROCK CREEK	1877/06/30	1889/10/18	23	0.5 cfs
BORDEN DITCH ENLARGEMENT	05.00 cfs	TARRYALL CREEK	1879/12/31	1889/10/18	23	1.9 cfs
DUNBAR NO. 3 DITCH	02.00 cfs	TARRYALL CREEK	1880/05/30	1889/10/18	23	0.3 cfs
RATCLIFF NO. 4 DITCH	03.16 cfs	ROCK CREEK	1880/06/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 5 DITCH	03.16 cfs	ROCK CREEK	1880/06/09	1889/10/18	23	0.2 cfs
DUNBAR NO. 2 DITCH	04.05 cfs	TARRYALL CREEK	1880/08/01	1889/10/18	23	0.5 cfs
RATCLIFF NO. 7 DITCH	02.05 cfs	ROCK CREEK	1882/05/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 6 DITCH	02.05 cfs	ROCK CREEK	1882/05/01	1889/10/18	23	0.2 cfs
RATCLIFF NO. 9 DITCH	04.10 cfs	ROCK CREEK	1882/05/21	1889/10/18	23	0.2 cfs
RATCLIFF NO. 8 DITCH	04.32 cfs	ROCK CREEK	1882/05/21	1889/10/18	23	0.2 cfs
LEE NO. 3 DITCH	00.39 cfs	ROCK CREEK	1884/05/15	1889/10/18	23	0.3 cfs
LEE NO. 4 DITCH	00.39 cfs	ROCK CREEK	1884/05/21	1889/10/18	23	0.2 cfs
FURMAN RANCH						**88CW262**
LASSELL DITCH	09.60 cfs	MICHIGAN CREEK	1882/05/01	1889/10/18	23	1.5 cfs
FREMONT DITCH	20.00 cfs	TARRYALL CREEK	1889/07/01	1896/05/23	23	5.7 cfs
SCHATTINGER WASTE DITCH	07.00 cfs	SLOUGH	1895/10/09	1913/05/22	23	6.7 cfs
MICHIGAN CREEK RANCH						**88CW263**
WHITTEN DITCH	06.48 cfs	MICHIGAN CREEK	1880/03/15	1889/10/18	23	2.4 cfs
PACKER DITCH	12.00 cfs	TARRYALL CREEK	1880/06/20	1889/10/18	23	2.0 cfs
McCARTNEY DITCH	46.875 cfs	TARRYALL CREEK	1885/05/20	1889/10/18	23	2.6 cfs
WHITTEN DITCH NO. 2	04.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	3.5 cfs
WHITTEN DITCH NO. 3	05.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	Combined with No. 2
WHITTEN DITCH NO. 4	07.00 cfs	MICHIGAN CREEK	1885/06/01	1913/05/22	23	Combined with No. 2
AUGUSTINE RANCH						**CA 3684 , CA-3705 and W-7528**
PRINCE DITCH	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1868/08/01	1889/10/18	23	9.6 cfs
PRINCE DITCH ENLARGEMENT	45.60 cfs	MIDDLE FORK SOUTH PLATTE	1876/05/10	1889/10/18	23	3.4 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
HIGH CREEK RANCH						**W-7931-75**
ALDEN AND MILLIGAN DITCH	10.00 cfs	FOUR MILE CREEK	1873/08/31	1889/10/18	23	0.8 cfs
KESTER SWEET DITCH	05.08 cfs	SOUTH FORK SOUTH PLATTE	1874/06/01	1889/10/18	23	2.6 cfs
HUBBARD DITCH	19.00 cfs	SOUTH FORK SOUTH PLATTE	1876/05/22	1889/10/18	23	5.0 cfs
MILLIGAN DITCH	17.55 cfs	FOUR MILE CREEK	1877/05/01	1889/10/18	23	1.1 cfs
FRANKS DITCH	09.00 cfs	SOUTH FORK SOUTH PLATTE	1877/06/15	1889/10/18	23	1.5 cfs
DIXON-DECOURSEY DITCH	04.00 cfs	SOUTH FORK SOUTH PLATTE	1877/06/15	1889/10/18	23	2.1 cfs
ELISHA ALDEN DITCH	19.03 cfs	MIDDLE FORK SOUTH PLATTE	1879/05/21	1889/10/18	23	3.4 cfs
ROGERS DITCH	42.74 cfs	SOUTH FORK SOUTH PLATTE	1880/05/10	1889/10/18	23	1.8 cfs
TROUT CREEK RANCH						**W-9242-78(A)** and Stipulation to Modify Decree
TROUT CREEK DITCH	ENTIRE FLOW	TROUT CREEK	1862/07/01	1889/10/18	23	6.8 cfs
SIGAFUS DITCH (No. 1)	25.00 cfs	MIDDLE FORK SOUTH PLATTE	1873/05/25	1889/10/18	23	16.1 cfs
SIGAFUS FIRST ENLARGEMENT	25.00 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/01	1889/10/18	23	
SIGAFUS SECOND ENLARGEMENT	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1876/05/10	1889/10/18	23	5.1 cfs
SIGAFUS DITCH (No 2)	02.00 cfs	MIDDLE FORK SOUTH PLATTE	1874/12/31	1913/05/22	23	
PLATTE-ANSLEY RANCH						**W-9242-78(B)**
BONNELL DITCH	27.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/05/08	1889/10/18	23	8.4 cfs T
BONNELL DITCH-2	10.00 cfs	SOUTH PLATTE	1882/06/20	1918/05/18	23	
RAYNOR & EDMONDSON DITCH-1	20.00 cfs	SOUTH PLATTE	1882/06/10	1889/10/18	23	2.9 cfs
RAYNOR & EDMONDSON DITCH-2	25.00 cfs	SOUTH PLATTE	1879/07/15	1889/10/18	23	2.6 cfs
RAYNOR & EDMONDSON DITCH-3	05.85 cfs	SOUTH PLATTE	1882/06/15	1889/10/18	23	1.3 cfs
RAYNOR & EDMONDSON DITCH-4	02.00 cfs	SOUTH PLATTE	1882/06/28	1889/10/18	23	0.5 cfs
RAYNOR & EDMONDSON DITCH-5	20.00 cfs	SOUTH PLATTE	1882/06/14	1889/10/18	23	2.1 cfs
EDMONDSON SEEPAGE DITCH	10.00 cfs	SEEPAGE	1882/06/10	1918/05/18	23	
SPRING BRANCH DITCH	ENTIRE FLOW	SPRING	1879/07/01	1889/10/18	23	1.5 cfs
DITCH NO. 52	10.00 cfs			1889/10/18	23	
ALKALINE DITCH	27.00 cfs	MIDDLE FORK SOUTH PLATTE	1885/07/05	1889/10/18	23	
JANITELL RANCH						**W-7936-75**
BURNS AND SESSIONS DITCH	09.36 cfs	JEFFERSON CREEK	1874/10/01	1889/10/18	23	5.99 cfs
RANDALL & NICHOLAS DITCH	10.00 cfs	MICHIGAN CREEK	1874/10/14	1889/10/18	23	1.62 cfs
BRUBAKER DITCH	05.19 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	2.03 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
OHLER GULCH DITCH	ENTIRE FLOW	OHLER GULCH	1878/04/01	1889/10/18	23	1.63 cfs
O'NEIL DITCH	01.10 cfs	TARRYALL CREEK	1879/05/10	1889/10/18	23	5.26 cfs
ANCHOR DITCH	04.10 cfs	JEFFERSON CREEK	1879/05/20	1889/10/18	23	5.50 cfs
CINCINNATI DITCH	00.90 cfs	MICHIGAN CREEK	1879/06/20	1889/10/18	23	0.64 cfs
WHITTEN DITCH	04.50 cfs	MICHIGAN CREEK	1880/03/15	1889/10/18	23	0.14 cfs
SESSIONS DITCH	02.35 cfs	MICHIGAN CREEK	1880/07/31	1889/10/18	23	0.83 cfs
SKELTON DITCH	06.50 cfs	MICHIGAN CREEK	1880/11/01	1889/10/18	23	3.37 cfs
MESA DITCH	05.00 cfs	MICHIGAN CREEK	1881/11/15	1889/10/18	23	
CRAIG DITCH	06.60 cfs	JEFFERSON CREEK	1882/05/05	1889/10/18	23	1.63 cfs
LITMER DITCH	02.00 cfs	JEFFERSON CREEK	1882/06/15	1889/10/18	23	0.79 cfs
SCHATTINGER DITCH	02.16 cfs	MICHIGAN CREEK	1883/06/01	1889/10/18	23	0.19 cfs
LITMER DITCH ENLARGEMENT	01.42 cfs	JEFFERSON CREEK	1883/11/13	1889/10/18	23	
OHLER DITCH	07.00 cfs	JEFFERSON CREEK	1888/06/25	1889/10/18	23	3.22 cfs
HURON RANCH						**W-7595-74**
PRUDEN DITCH	13.51 cfs	PRUDEN CREEK	1874/06/15	1889/10/18	23	1.1 cfs
SADLER DITCH	49.00 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/31	1889/10/18	23	4.8 cfs
BALM OF GILEAD DITCH	13.50 cfs	BALM OF GILEAD CRK	1876/07/15	1889/10/18	23	0.9 cfs
FOSTER DITCH	42.00 cfs	MIDDLE FORK SOUTH PLATTE	1876/07/31	1889/10/18	23	4.5 cfs
HOT SPRINGS DITCH	28.00 cfs	SOUTH FORK SOUTH PLATTE	1877/05/15	1889/10/18	23	8.8 cfs
CENTRAL DITCH	33.00 cfs	MIDDLE FORK SOUTH PLATTE	1877/06/01	1889/10/18	23	3.7 cfs
FRITZ DITCH	24.00 cfs	SOUTH FORK SOUTH PLATTE	1877/07/01	1889/10/18	23	5.1 cfs
PIERCE DITCH	55.00 cfs	SOUTH FORK SOUTH PLATTE	1880/06/01	1889/10/18	23	2.5 cfs
WESTERN DITCH	66.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/10/01	1889/10/18	23	25.9 cfs
ROGERS NORTH DITCH	16.80 cfs	MIDDLE FORK SOUTH PLATTE	1879/05/15	1889/10/18	23	0.6 cfs
DIVINE HILL DITCH	49.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/05/31	1889/10/18	23	8.6 cfs
HARRINGTON SOUTH DITCH	43.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/09/15	1889/10/18	23	4.4 cfs
RICKARDS LOWER DITCH	45.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/09/15	1889/10/18	23	
HARRINGTON & RICKARDS DITCH	94.00 cfs	MIDDLE FORK SOUTH PLATTE	1884/10/15	1889/10/18	23	9.5 cfs
ROBBINS NO. 1 DITCH	02.00 cfs	SIMS CREEK	1872/06/01	1913/05/22	23	
ROBBINS-SIMS DITCH	01.80 cfs	SIMS CREEK	1873/05/01	1913/05/22	23	
ROBBINS NO. 2 DITCH	01.80 cfs	SIMS CREEK	1873/06/01	1913/05/22	23	
SIMS DITCH	04.00 cfs	SIMS CREEK	1876/06/01	1913/05/22	23	
SPRING DITCH NO. 1	01.90 cfs	SIMS CREEK	1877/05/01	1913/05/22	23	
SPRING DITCH NO. 2	00.72 cfs	NO NAME CREEK	1877/05/01	1913/05/22	23	
THREE MILE DITCH	05.00 cfs	3 MILE CREEK	1904/04/01	1913/05/22	23	
LEFT HAND DITCH	05.00 cfs	LEFT HAND CREEK	1906/04/01	1913/05/22	23	
HENRY E. ROGERS DITCH NO. 1	08.00 cfs	CROSS CREEK	1874/05/15	1918/05/18	23	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
HENRY E. ROGERS DITCH NO. 2	01.00 cfs	UNION CREEK	1874/06/15	1918/05/18	23	
PONCHO VILLA DITCH	02.00 cfs	BUFFALO SLOUGH	1917/05/31	1918/05/18	23	
JARDON DITCH	01.00 cfs	SOUTH FORK SOUTH PLATTE	1919/06/10	1953/03/24	23	
LEFT HAND GULCH DITCH	01.05 cfs	LEFT HAND CREEK	1927/01/10	1953/03/24	23	
BROWN DITCH	03.40 cfs	SPRING CREEK	1947/09/22	1953/03/24	23	
SIMMS DITCH	04.80 cfs	EAST FOREST RANGER STA. CREEK	1947/09/23	1953/03/24	23	
SPRING CREEK DITCH	08.00 cfs	SPRING CREEK	1947/09/25	1953/03/24	23	
MAGNA NO. 1 EAST DITCH	15.00 cfs	SPRING CREEK	1947/10/04	1953/03/24	23	
MAGNA NO. 1 WEST DITCH	07.35 cfs	SPRING CREEK	1947/10/04	1953/03/24	23	
JORDAN EAST DITCH	13.65 cfs	WEST FORK SPRING CREEK	1947/10/11	1953/03/24	23	
JORDAN WEST DITCH	00.60 cfs	SPRING CREEK	1947/10/11	1953/03/24	23	
HARRINGTON & RICKARDS RANCH	01.00 cfs	MIDDLE FORK SOUTH PLATTE	1884/12/31	1913/05/22	23	
BADGER BASIN RANCH						**W-9234-78**
DANIEL FYFFE DITCH	06.00 cfs	FOUR MILE CREEK	1874/06/01	1889/10/18	23	0.41 cfs
DONOVAN DITCH	45.00 cfs	FOUR MILE CREEK	1878/05/15	1889/10/18	23	2.48 cfs
MAIN OR HOTEL DITCH	29.00 cfs	SOUTH FORK SOUTH PLATTE	1879/04/05	1889/10/18	23	5.73 cfs
THOMPSON DITCH	31.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/04/02	1889/10/18	23	7.86 cfs
HARRIS DITCH	16.45 cfs	FOUR MILE CREEK	1881/05/01	1889/10/18	23	0.49 cfs
HARTSEL FOURMILE DITCH	22.00 cfs	FOUR MILE CREEK	1885/06/08	1889/10/18	23	1.33 cfs
HIGH CREEK NO. 2 DITCH	02.00 cfs	HIGH CREEK	1880/06/01	1913/05/22	23	0.26 cfs
FOURMILE NO. 1 DITCH	02.00 cfs	FOUR MILE CREEK	1880/06/01	1913/05/22	23	0.75 cfs
FOURMILE NO. 2 DITCH	02.00 cfs	FOUR MILE CREEK	1880/06/01	1913/05/22	23	0.41 cfs
EUHLER DITCH	06.50 cfs	MIDDLE FORK SOUTH PLATTE	1892/06/01	1918/05/18	23	0.76 cfs
FIRST FIELD DITCH	03.00 cfs	THREE MILE SLOUGH	1892/09/01	1918/05/18	23	0.34 cfs
THREE MILE DITCH	05.25 cfs	THREE MILE SLOUGH	1892/10/31	1918/05/18	23	0.22 cfs
COIL RANCH						**W-9448-78**
MILLER & CHAPMAN DITCH	10.00 cfs	MIDDLE FORK SOUTH PLATTE	1873/05/23	1889/10/18	23	2.84 cfs
ANDERSON NO. 3 DITCH	06.40 cfs	MIDDLE FORK SOUTH PLATTE	1873/07/01	1889/10/18	23	3.13 cfs
ANDERSON NO. 2 DITCH (aka Anderson No. 1 Ditch)	10.45 cfs	MIDDLE FORK SOUTH PLATTE	1875/05/25	1889/10/18	23	4.23 cfs
MILLER & CHAPMAN DITCH ENLARGEMENT	02.00 cfs	MIDDLE FORK SOUTH PLATTE	1878/06/20	1889/10/18	23	0.38 cfs
ANDERSON DITCH	22.00 cfs	MIDDLE FORK SOUTH PLATTE	1881/04/20	1889/10/18	23	3.13 cfs
DF MILLER NO. 1 DITCH	126.20 cfs	MIDDLE FORK SOUTH PLATTE	1881/05/10	1889/10/18	23	2.86 cfs
PARK DITCH	60.00 cfs	MIDDLE FORK SOUTH PLATTE	1882/06/10	1889/10/18	23	2.69 cfs
“DITCH” DITCH	50.00 cfs	MIDDLE FORK SOUTH PLATTE	1887/05/24	1889/10/18	23	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MCNULTY RANCH						**79CW274**
CHAPELLE DITCH	05.00 cfs	SOUTH FORK SOUTH PLATTE	1873/09/01	1889/10/18	23	1.48 cfs
KESTER SWEET DITCH	20.31 cfs	SOUTH FORK SOUTH PLATTE	1874/06/01	1889/10/18	23	7.94 cfs
BURLINGAME DITCH	06.75 cfs	SOUTH FORK SOUTH PLATTE	1878/08/10	1889/10/18	23	0.21 cfs
WEAVER NO. 3 DITCH	01.35 cfs	SOUTH FORK SOUTH PLATTE	1887/07/12	1889/10/18	23	0.09 cfs
BURLINGAME NO. 3 DITCH	01.62 cfs	SOUTH FORK SOUTH PLATTE	1888/06/10	1889/10/18	23	0.19 cfs
MILLER DEYARMAN DITCH	00.75 cfs	SOUTH FORK SOUTH PLATTE	1885/06/01	1913/05/22	23	0.13 cfs
WALKER RANCH						**79CW351**
HAVER NO. 1 DITCH	24.32 cfs	SOUTH FORK SOUTH PLATTE	1873/06/25	1889/10/18	23	0.88 cfs
PARMALEE & SHOEMAKER NO. 1 DITCH	30.54 cfs	SOUTH FORK SOUTH PLATTE	1875/05/20	1889/10/18	23	1.37 cfs
PARMALEE & SHOEMAKER NO. 3 DITCH	30.48 cfs	SOUTH FORK SOUTH PLATTE	1876/06/15	1889/10/18	23	0.86 cfs
ISLAND DITCH	12.67 cfs	SOUTH FORK SOUTH PLATTE	1876/06/30	1889/10/18	23	0.72 cfs
HAVER NO. 2 DITCH	29.98 cfs	SOUTH FORK SOUTH PLATTE	1876/07/01	1889/10/18	23	1.12 cfs
PARMALEE & SHOEMAKER NO. 2 DITCH	44.30 cfs	SOUTH FORK SOUTH PLATTE	1877/06/01	1889/10/18	23	2.61 cfs
HAVER NO. 3 DITCH	09.47 cfs	SOUTH FORK SOUTH PLATTE	1887/05/01	1889/10/18	23	2.53 cfs
BLACK MOUNTAIN RANCH						**84CW010**
BINKLEY NO. 2 DITCH	20.00 cfs	TWELVE MILE CREEK	1878/08/01	1889/10/18	23	0.59 cfs
BURLINGAME DITCH	20.25 cfs	SOUTH FORK SOUTH PLATTE	1878/08/10	1889/10/18	23	1.61 cfs
BINKLEY DITCH	25.00 cfs	TWELVE MILE CREEK	1879/09/01	1889/10/18	23	0.09 cfs
SOUDERS & WOLFE NO. 6 DITCH	11.68 cfs	SOUTH FORK SOUTH PLATTE	1887/05/25	1889/10/18	23	0.21 cfs
ROGERS DITCH	14.30 cfs	HIGH CREEK	1884/06/01	1893/10/30	23	0.19 cfs
ROGERS AND MILLER DITCH	12.50 cfs	TWELVE MILE CREEK	1901/05/27	1913/05/22	23	0.68 cfs
WINKLER DITCH	01.50 cfs	TWELVE MILE CREEK	1879/06/01	1913/05/22	23	0.35 cfs
COLLARD RANCH						**88CW228**
DUNBAR DITCH	07.00 cfs	TARRYALL CREEK	1876/04/05	1889/10/18	23	3.66 cfs
DUNBAR DITCH NO. 1	18.00 cfs	TARRYALL CREEK	1881/06/01	1889/10/18	23	1.43 cfs
INDIAN MOUNTAIN RANCH						**84CW065**
HARLAND DITCH	27.00 cfs	TARRYALL CREEK	1878/05/20	1889/10/18	23	3.28 cfs
SLATER DITCH	14.00 cfs	TARRYALL CREEK	1880/05/20	1889/10/18	23	1.25 cfs
JOHNSON RANCH						**92CW156**
BAKER & LILLEY DITCH	07.30 cfs	DEADMAN GULCH	1875/06/01	1889/10/18	23	1.52 cfs
W.R. HEAD DITCH	05.70 cfs	JEFFERSON CREEK	1879/09/01	1889/10/18	23	3.91 cfs

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
W.R.HEAD NO. 3 DITCH	01.80 cfs	JEFFERSON CREEK	1881/05/10	1889/10/18	23	0.73 cfs
W.R.HEAD NO. 4 DITCH	02.44 cfs	JEFFERSON CREEK	1881/05/15	1889/10/18	23	1.65 cfs
STEINER RANCH						**93CW140**
BRUBAKER DITCH	2.063 cfs	JEFFERSON CREEK	1875/05/15	1889/10/18	23	1.70 cfs
JOHN'S RANCH						
LINK DITCH	19.0 cfs	TARRYALL CREEK	1871/03/10	1889/10/18		**CA341**
PETRIE DITCH	27.0 cfs	TARRYALL CREEK	1880/06/01	1889/10/18		**CA341**
SPINNEY MOUNTAIN RESERVOIR (Single Use)	52,829 af absolute	SOUTH PLATTE	1973/03/26	1977/10/18	23	**W-7395, 81CW306; 85CW251; 89CW146**
LAST CHANCE DITCH NO.2						**91CW117**
PLATTE CANYON DITCH	08.50 cfs	SOUTH PLATTE	1863/12/30	1883/12/10	8	1.92 cfs
NEVADA DITCH (Single Use)	01.00 cfs	SOUTH PLATTE	1865/12/30	1883/12/10	8	
LAST CHANCE DITCH (PR-39)	32.00 cfs	SOUTH PLATTE	1868/03/03	1883/12/10	8	3.64 cfs
NOTE: These flow rates appear as max rates in decree.						
STRONTIA SPRINGS DIVERSION	225 cfs	SOUTH PLATTE	2004/08/30	2009/07/13	8	**04CW218**
STRONTIA SPRINGS AURORA INTAKE (Single Use)	100 cfs	SOUTH PLATTE	1964/05/15	1972/05/18	8	**CA-3635**
TUCSON SOUTH / ARR-B STORAGE FACILITY	10,400 AF	SOUTH PLATTE	2003/12/08	2007/08/01	2	**03CW414**
AURORA , QUINCY, AND EAST RESERVOIRS	18,707 AF 2,693 AF 25,000 AF	SOUTH PLATTE	2003/12/08	2008/05/14	2	**03CW415**
PRAIRIE WATERS PROJECT Involves a conditional underground storage right, surface storage right, tributary ground water rights, and appropriative rights of exchange		SOUTH PLATTE	2006/04/28	2009/05/06		**2006CW104**
ARR-A / Gravel Pit Reservoir A	19,000 AF					
49 Wells (Collectively)	77.40 cfs					

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
ROBERT W. WALKER RESERVOIR (aka Walker South)	2,000 AF	SOUTH PLATTE	1997/10/21	2000/05/10	2	**97CW272**
STILLWATER RANCH RESERVOIR (aka Walker North)	1,600 AF	SOUTH PLATTE	1997/09/12	2000/05/10	2	**97CW392**
AURORA-EVERIST RESERVOIR		SOUTH PLATTE			2	
Aurora-Everist Reservoir No. 1	7,000 AF		2007/02/21	2012/06/07		**02CW330**
Aurora-Everist Reservoir No. 2	6,890 AF		2013/07/31	2015/01/06		**13CW3080**
AURORA-GILCREST RESERVOIR	15,200 AF	SOUTH PLATTE	2016/04/29	2019/01/10	2	**16CW3058**
RUMSEY RESERVOIRS		SOUTH PLATTE			2	
Rumsey Reservoir No. 1	1,000 AF		2012/07/31	2016/04/27		**12CW179**
Rumsey Reservoir No. 2	1,000 AF		2012/07/31	2016/04/27		**12CW179**
RUMSEY RECHARGE FACILITY	5.00 cfs	SOUTH PLATTE	2012/07/31	2016/04/27	2	**12CW179**
CPNMD RESERVOIR NO. 1	5,500 AF	SOUTH PLATTE	2009/12/31	2013/02/07	2	**09CW279**
STAGECOACH RESERVOIR	500 af	SOUTH PLATTE	2009/12/31	2013/02/07	2	**09CW279**
CHERRY CREEK WELL FIELD	25.00 cfs	CHERRY CREEK	1955/11/15	1972/05/18		**CA-3635 (Augmented in Case No. 86CW339)**
BE-1 (a/k/a ADEE WELL No. 1)	1.8 cfs	BOX ELDER CREEK	1955/08/31	1976/05/13	2	**W-6452 (Augmented in Case No. 85CW371)**
BEHRENS WELLS		BOX ELDER CREEK				**W-1132 (Augmented in Case No. 80CW232)**
WELL NO. B-1	1.12 cfs		1950/03/31	1972/02/14	1	
WELL NO. B-2	1.12 cfs		1950/03/31	1972/02/14	1	
WELL NO. B-3	0.90 cfs		1952/05/31	1972/02/14	1	
WELL NO. B-4	0.72 cfs		1953/06/30	1972/02/14	1	
WELL NO. B-5	1.12 cfs		1955/05/23	1972/02/14	1	
DROHAN WELLS		BOX ELDER CREEK				**W-6339 (Augmented in Case No. W-7957-75)**
DROHAN WELL NO. 1-10684	2. 22 cfs		1947/06/01	1975/11/10	2	
DROHAN WELL NO. 2-10685	2. 22 cfs		1948/07/01	1975/11/10	2	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
DROHAN WELL NO. 3-10686	5. 55 cfs		1953/07/01	1975/11/10	2	
DROHAN WELL NO. 4-10687	2. 22 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 5-10688	2. 22 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 6-10689	1. 67 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 7-10690	2. 67 cfs		1946/05/01	1975/11/10	2	
DROHAN WELL NO. 8-10691	3. 33 cfs		1946/05/01	1975/11/10	2	
DROHAN WELL NO. 9-10692	5. 55 cfs		1946/04/01	1975/11/10	2	
DROHAN WELL NO. 10-10693	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 11-10694	2. 00 cfs		1952/04/01	1975/11/10	2	
DROHAN WELL NO. 12-10695	3. 00 cfs		1952/05/01	1975/11/10	2	
DROHAN WELL NO. 13-10696	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 14-10697	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 15-10698	2. 22 cfs		1940/05/01	1975/11/10	2	
DROHAN WELL NO. 16-10699	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 17-10700	2. 22 cfs		1954/05/01	1975/11/10	2	
DROHAN WELL NO. 18-10701	1. 67 cfs		1950/09/01	1975/11/10	2	
FULTON DITCH	79.7 cfs 74.25 cfs 50.23 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1865/05/01 1876/07/08 1879/11/05	1883/04/28 1883/04/28 1883/04/28	2 2 2	**CA-6009**
BRIGHTON DITCH	22.22 cfs 22.58 cfs	SOUTH PLATTE SOUTH PLATTE	1863/12/01 1871/11/01	1883/04/28 1883/04/28	2 2	**07CW037 (Changed 9.023 shares) 21CW3103 (Changed 0.559 shares)**
NEW BRANTNER EXTENSION DITCH COMPANY	29.77 cfs 5.93 cfs 12.18 cfs 63.30 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1860/04/01 1863/01/05 1872/07/01 1881/01/15	1883/04/28 1883/04/28 1883/04/28 1883/04/28	2 2 2 2	**CA-6009 14CW3177 (Changed 53.6125 shares) 21CW3092 (Changed 14 shares)**
LUPTON BOTTOM DITCH CO.	47.70 cfs 92.87 cfs	SOUTH PLATTE SOUTH PLATTE	1863/05/15 1873/09/15	1883/04/28 1883/04/28	2 2	**CA-6009 18CW3121 (Changed 10.25 shares)**
LUPTON MEADOWS DITCH CO.						**CA-6009 18CW3121 (Changed 111 shares)**
LUPTON BOTTOM DITCH	47.70 cfs	SOUTH PLATTE	1863/05/15	1883/04/28	2	
MEADOW ISLAND DITCH NO. 1	22.00 cfs	SOUTH PLATTE	1866/05/01	1883/04/28	2	
LUPTON BOTTOM DITCH	92.87 cfs	SOUTH PLATTE	1873/09/15	1883/04/28	2	
MEADOW ISLAND DITCH NO. 1	94.80 cfs	SOUTH PLATTE	1882/04/29	1883/04/28	2	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
LOWER LATHAM DITCH COMPANY	20.4 cfs 35.77 cfs 97.68 cfs 133.88 cfs 35 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE DRAIN	1869/05/12 1874/12/12 1877/11/14 1881/10/24 1889/03/01	1883/04/28 1883/04/28 1883/04/28 1883/04/28 1918/08/02	2 2 2 2 2	**CA-6009** **CA-54658**
LOWER LATHAM RESERVOIR COMPANY	4,325.07 AF 1,430.21 AF 2,180.89 AF	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1898/06/23 1900/06/24 1915/08/07	1918/08/02 1918/08/02 1924/11/12	2 2 2	**CA-54658**
MEADOW ISLAND NO. 1	22.00 cfs 94.80 cfs	SOUTH PLATTE SOUTH PLATTE	1866/05/01 1882/04/29	1883/04/28 1883/04/28	2 2	**CA-6009**
PLATTE VALLEY IRRIGTION COMPANY	177.07 cfs 215.95 cfs	SOUTH PLATTE	1871/10/05 1909/06/09	1883/04/28 1924/11/12	2 2	**CA-6009** **CA-54658**
PLATTEVILLE DITCH	47.88 cfs 5.25 cfs 94.25 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1862/07/01 1871/01/01 1873/10/15	1883/04/28 1883/04/28 1883/04/08	2 2 2	**CA-6009**
WESTERN MUTUAL DITCH COMPANY (Includes 7 cfs of Hewes and Cook)	27.45 cfs 71.12 cfs 86.43 cfs	SOUTH PLATTE SOUTH PLATTE SOUTH PLATTE	1866/05/05 1871/08/10 1894/01/26	1883/04/28 1883/04/28 1924/11/12	2 2 2	**CA-6009** **CA-54658**
FARMERS INDEPENDENT DITCH CO.	61.6 cfs 85.4 cfs	SOUTH PLATTE SOUTH PLATTE	1865/11/20 1876/11/20	1883/04/28 1883/04/28		**CA-6009**
UNION DITCH CO.	100.00 cfs 84.03 cfs	SOUTH PLATTE SOUTH PLATTE	1874/11/05 1881/11/02	1883/04/28 1883/4/28		**CA-6009**
GODFREY DITCH CO.	26.88 cfs 30.83 cfs	SOUTH PLATTE SOUTH PLATTE	1870/03/10 1873/03/15	1883/04/28 1883/04/28	2 2	**CA-6009**
BIG BEND DITCH (Aurora owns 2 cfs)	20.88 cfs	SOUTH PLATTE	1879/09/26	1883/04/28	2	**CA-6009**
McARTHUR DITCH (Aurora Owns entire right)	1.40 cfs	EAST FORK OF COOK CREEK	1868/05/01	1913/05/22 2020/02/27	80	**CA-1678** **17CW3205**

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS[1]
MACK DITCH 2 **(Aurora Owns 0.1753 cfs)**	1.0 cfs	NORTH FORK OF SOUTH PLATTE RIVER	1863/05/01	1913/05/22	80	**CA-1678**
WYATT DITCH **(Aurora Owns entire right)**	4.0 cfs	SOUTH PLATTE	1878/03/12	1883/04/28	2	**CA-6009**
AURORA LAWN IRRIGATION RETURN FLOWS	N/A			2008/12/18		**02CW341**
SHOP CREEK LIRFs	N/A			2001/08/01		**Case Nos. 95CW226 and 227**
TETSEL DITCH COMPANY	17 cfs 20 cfs	SOUTH PLATTE SOUTH PLATTE	1871/11/15 1882/07/01	1895/11/21 1895/11/21	1	CA- 0433
WHITNEY IRRIGATION COMPANY	48.23 cfs 12.95 cfs	CACHE LA POUDRE RIVER CACHE LA POUDRE RIVER	1862/09/01 1871/09/10	1882/04/11 1882/04/11	3	**CA – 0320**

II. ARKANSAS RIVER:

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
BURROUGHS RANCH						**W-4799 & 82CW182**
YOUNGER NO. 1 DITCH	5.71 cfs	Arkansas River	1879/05/15	1902/07/15	11	0.77 cfs
YOUNGER NO. 2 DITCH	6.29 cfs	Arkansas River	1879/05/15	1902/07/15	11	0.85 cfs
BEAVER DAM DITCH	1.43 cfs	Arkansas River	1881/05/15	1902/07/15	11	0.08 cfs
YOUNGER WASTE DITCH	3.00 cfs	Springs and Seepage	1892/05/01	1911/06/09	11	zero
BUFFALO PARK RANCH						**89CW042**
UPPER DITCH	4.80 cfs	Half Moon Creek	1881/05/07	1890/06/19	11	1.4 cfs
ABBOTT & LOPER DITCH	1.00 cfs	Half Moon Creek	1882/04/25	1890/06/19	11	0.4 cfs
ABBOTT & LOPER DITCH (2nd)	5.40 cfs	Half Moon Creek	1887/05/07	1890/06/19	11	1.5 cfs
ABBOTT & LOPER DITCH (3rd)	0.50 cfs	Half Moon Creek	1885/03/19	1911/01/27	11	zero
HALFMOON DITCH	0.30 cfs	Half Moon Creek	1887/05/28	1890/06/19	11	zero
LORD-COLAHAN DITCH	1.50 cfs	Half Moon Creek	1890/06/19	1910/07/12	11	zero
LORD-COLAHAN DITCH (2nd)	0.14 cfs	Half Moon Creek	1887/06/01	1911/01/27	11	zero
HARL DITCH	1.00 cfs	Half Moon Creek	1885/03/19	1911/01/27	11	zero
HARL DITCH (2nd)	2.80 cfs	Half Moon Creek	1901/09/01	1911/01/27	11	zero
COLAHAN NO. 1 DITCH	0.20 cfs	Half Moon Creek	1885/06/01	1911/01/27	11	zero
COLAHAN NO. 1 DITCH (2nd)	0.40 cfs	Half Moon Creek	1901/09/01	1911/01/27	11	zero
COLAHAN & LOPER DITCH	0.50 cfs	Half Moon Creek	1887/06/01	1911/01/27	11	zero
SPURLIN-SHAW RANCH						**98CW137(A&B)**
DeLappe Ditch	5.00 cfs	Arkansas River	1887/06/16	1908/01/21	11	zero
Henderson - DeLappe Ditch	10.00 cfs	Lake Fork Creek	1887/05/01	1907/07/10	11	3.14 cfs
Wells & Starr Ditch	8.00 cfs	Arkansas River	1882/05/01	1907/07/10	11	1.73 cfs
Henderson Rock Creek Ditch	3.44 cfs	Rock Creek	1878/08/01	1913/07/14	11	1.23 cfs
HAYDEN RANCH						**98CW137(A&B)**
Upper River Ditch	14.00 cfs	Arkansas River	1879/05/15	1901/01/31	11	4.01 cfs
Pioneer Ditch	7.00 cfs	Arkansas River	1878/04/08	1901/01/31	11	2.57 cfs
Champ Ditch	5.00 cfs	Arkansas River	1877/06/25	1901/01/31	11	0.28 cfs
Wheel Ditch	16.00 cfs	Arkansas River	1880/05/05	1901/01/31		0.10 cfs
COLORADO CANAL COMPANIES						**84CW062, 84CW063, & 84CW064**
Colorado Canal	756.28 cfs	Arkansas River	1890/06/09	1896/03/23	14	
Lake Meredith Reservoir	26,028 AF	Arkansas River	1898/03/09	1916/11/25	14	

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
Lake Henry Reservoir	6,355 AF	Arkansas River	1891/12/31	1916/11/25	14	
	2,000 AF	Arkansas River	1900/09/10	1932/10/13	14	
	3,561 AF	Arkansas River	1909/06/15	1916/11/25	14	
ROCKY FORD DITCH COMPANY						**83CW018 & 99CW169(A)**
ROCKY FORD DITCH	111.76 cfs	Arkansas River	1874/05/15	1905/04/08	17	58.00 cfs
ROCKY FORD DITCH	96.54 cfs	Arkansas River	1890/05/06	1905/04/08	17	Zero
ROCKY FORD DITCH EXCHANGES						
ROCKY FORD I EXCHANGES	500.00 cfs	Arkansas River	1987/12/21	1987/12/31		**87CW063**
ROCKY FORD II EXCHANGES	500.00 cfs	Arkansas River	1999/12/28	1999/12/31		**99CW170(A&B)**
BOX CREEK RES. EXCHANGES	200.00 cfs 200.00 cfs 50.00 cfs	Arkansas River and its tributaries	2001/12/17	2012/10/30		**01CW145**
OTERO DITCH COMPANY						
Otero Canal	123.00 cfs	Arkansas River	1890/03/03	1905/04/08	17	**04/08/1905**
Otero Canal	334.92 cfs	Arkansas River	1903/02/02	1901/01/31	17	**08/30/1922**
CATLIN CANAL COMPANY						
Catlin Canal	22	Arkansas River	1875/04/10	1905/04/08	17	**7/11/1905, 06CW0049**
Catlin Canal	226.00 cfs	Arkansas River	1884/12/03	1905/04/08	17	**4/8/1905, 06CW0049**
Catlin Canal	97.00 cfs	Arkansas River	1887/11/14	1905/04/08	17	**4/8/1905, 06CW0049**

III. COLORADO RIVER:

WATER ORIGINATING IN THE COLORADO RIVER SYSTEM IS DIVERTED INTO THE ARKANSAS RIVER SYSTEM AND TRANSPORTED VIA THE OTERO PIPELINE SYSTEM TO THE SOUTH PLATTE RIVER BASIN:

A. HOMESTAKE SYSTEM: DISTRICT COURT, EAGLE COUNTY, CASE NO. 1193, ORIGINAL DECREE ENTERED JULY 23, 1958, AMENDED AND SUPPLEMENTAL DECREE ENTERED JUNE 8, 1982; DISTRICT COURT, WATER DIVISION 5, CASE NOS. 88-CW-449, DECREE ENTERED AUGUST 20, 2002; DISTRICT COURT, WATER DIVISION 5, CASE NOS. 95-CW-272 AND 98-CW-270.
B. TWIN LAKES SYSTEM: DISTRICT COURT, WATER DIVISION 5, CASE NO. W-1901, DECREE ENTERED MAY 12, 1976, AND DISTRICT COURT, WATER DIVISION 5, CASE NO. 95-CW-321, DECREE ENTERED APRIL 20, 2001.
C. BUSK-IVANHOE SYSTEM
D. COLUMBINE DITCH SYSTEM

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
HOMESTAKE SYSTEM	1195 cfs	Tributaries to the Colorado River	09/22/1952	07/23/1958	37	**Case No. 1193**, District Court, Eagle County
	1530 cfs	Eagle River and other tributaries to the Colorado River	12/19/1988			**Case No. 88CW449**, Water Division 5
	800 AF	Eagle River and other tributaries to the Colorado River	02/13/1995			**Case Nos.95CW272** and **98CW270** Water Division 5
TWIN LAKES SYSTEM	57,000 AF (Average)	Roaring Fork River, tributary to the Colorado River	08/23/1930	05/12/1976		**Case No. W-1901**, Water Division 5
	4,650 AF	Roaring Fork River, tributary to the Colorado River	06/08/1994	04/20/2001		**Case No. 95CW321**, Water Division 5
HOMESTAKE EXCHANGE	800 AF	Homestake Reservoir	02/13/1995	02/06/2003		**Case No. 98CW270** Water Division 5
BUSK-IVANHOE SYSTEM						**Case No. 09CW142** Water Division 2
Ivanhoe Reservoir Ivanhoe Reservoir & Tunnel Lyle Ditch Pan Ditch Hidden Lake Creek Ditch (Aurora owns 100% of Busk-Ivanhoe, Inc. which owns an undivided 50% interest in the Busk-Ivanhoe System)	1,200 AF 35 cfs 50 cfs 25 cfs 70 cfs	Ivanhoe Creek, Hidden Lake Creek, Pan Creek, and Lyle Creek, all tributary to the Frying Pan River, tributary to the Colorado River	06/27/1921 06/27/1921 09/28/1924 10/05/1924 08/30/1927	01/09/1928 01/09/1928 01/09/1928 01/09/1928 01/09/1928	38	**CA 2621** Garfield County

NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
COLUMBINE DITCH SYSTEM (Aurora is a shareholder in the Fremont Pass Ditch Company)	60 cfs	Tributaries to the East Fork of the Eagle River	6/21/1930	10/03/1936 08/04/2013	37	**CA 963** District Court, Eagle County **Case No. 09CW187** Water Division 5
	60 cfs	Tributaries to the East Fork of the Eagle River	12/17/2009	08/14/2013	37	**Case No. 09CW188** Water Division 5

IV. DENVER BASIN AQUIFERS (OUTSIDE DESIGNATED BASINS):

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
18CW3218Aurora ADAMS COUNTY 2001-2018	276 AF 199 AF 164 AF 249 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/22/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
18CW3219 -Aurora ARAPAHOE COUNTY, 2001-2018, North of Quincy	15,221 AF 10,180 AF 12,000 AF 15,540 AF 17,050 AF	Denver NNT Full Replacement Denver NNT 4% Replacment Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/22/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
18CW3220 -Aurora ARAPAHOE COUNTY, 2001-2018, South of Quincy	45 AF 37 AF 13 AF 63 AF 159 AF 219 AF 152 AF	Upper Dawson NNT Full Replacment Lower Dawson NNT Full Replacemnt Lower Dawson Aquifer Denver NNT 4% Replacemnt Denver Aquifer Upper Arapahoe Aquifer Laramie Fox-Hills Aquifer	N/A	12/29/2020		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW297—Aurora ARAPAHOE COUNTY, Post-1985, North of Quincy	4879 AF 2604 AF 2227 AF 2990 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW298—Aurora ARAPAHOE COUNTY, Pre-1985	207 AF 8455 AF 3334 AF 3658 AF 7067 AF	Lower Dawson Aquifer Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW299—Aurora DOUGLAS COUNTY, Post-1985	63.9 AF	Upper Dawson Aquifer	N/A	03/01/2005		Same as Decreed Amount (Less Replacement Deductions)
01CW300—Aurora ARAPAHOE COUNTY, Post-1985, South of Quincy	1007 AF 1988 AF 206 AF 246 AF 164 AF 1386 AF	Lower Dawson Aquifer Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Undiff. Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
01CW301—Aurora ADAMS COUNTY, Pre-1985	1691 AF 1190 AF 1495 AF 2561 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	12/07/2004		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
01CW302—Aurora ADAMS COUNTY, Post-1985	3052 AF 1199 AF 1221 AF 1712 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	08/23/2005		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
84CW241-Aurora ARARAHOE COUNTY, (Bradbury Family Partnership)	42 AF 150 AF 176 AF 101 AF	Lower Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	11/04/1988		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
98CW420-Aurora ARAPAHOE COUNTY, Aurora (Quick and Bellamah)	278 AF	Arapahoe Aquifer	N/A	04/28/1999		Same as Decreed Amount (Less Relinquishment Deduction)
96CW211-Aurora ARAPAHOE COUNTY Havana Office Park Well	33 AF	Arapahoe Aquifer	N/A	10/20/1997		Same as Decreed Amount (Less Relinquishment Deduction)
91CW007—Aurora ARAPAHOE COUNTY, Senac Wells	1141 AF	Arapahoe Aquifer	N/A	04/30/1993		Same as Decreed Amount (Less Relinquishment Deduction)
86CW219—Aurora ARAPAHOE COUNTY, Senac Wells	776 AF 297 AF 171 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	06/25/1987		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
80CW360(A)—Aurora ARAPAHOE COUNTY, Kings Point	189 AF 94 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/01/1984 Replacement Decree:		Same as Decreed Amounts (Less Relinquishment Deductions)
83CW350—Aurora ARAPAHOE COUNTY, Kings Point	277 AF 390 AF 86 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	10/18/1984 Replacement Decree:		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
85CW145(A)&(B)—First Capital ARAPAHOE COUNTY, Kings Point	80 AF 230 AF 138 AF 98 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	02/03/1999		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
87CW207/208-Douglas Farms DOUGLAS COUNTY Rockinghorse	68 AF 166 AF 166 AF 110 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	08/07/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
84CW564-Miller DOUGLAS COUNTY Rockinghorse	64 AF 105 AF 200 AF 99 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	09/29/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
97CW075-Gartrell Land, LLC DOUGLAS COUNTY Rockinghorse	36 AF 94 AF 154 AF 104 AF	Dawson Aquifer Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	09/10/1997		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
PERMIT NO. 5127-F--Aurora ARAPAHOE COUNTY, Cherry Creek Well	485 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
PERMIT NO. 5128-F—Aurora ARAPAHOE COUNTY, Cherry Creek Well	351 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
PERMIT NO. 5129-F--Aurora ARAPAHOE COUNTY, Cherry Creek Well	521 AF	Arapahoe Aquifer	N/A	02/14/1964		Same as Decreed Amount
84CW183(A)-First Capital Corp. DOUGLAS COUNTY, Kings Point	101 AF 210 AF	Lower Dawson Denver	N/A	03/10/1989		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
84CW183(B)-Seventeen Mile V. DOUGLAS COUNTY, Kings Point	217 AF 155 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	12/28/1988		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
82CW115(A)-Eugene Tepper ARAPAHOE COUNTY,	120 AF 250 AF 112 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	10/11/1985		Same as Decreed Amount
80CW330(A)-Alpert Corp. ARAPAHOE COUNTY,	237 AF 167 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	07/21/1987		Same as Decreed Amounts
80CW330(B)-Alpert Corp. ARAPAHOE COUNTY,		Lower Dawson Denver	N/A	12/01/1987		
85CW171-Deutsch & Alpert ARAPAHOE COUNTY,	96 AF	Laramie-Fox Hills Aquifer	N/A	04/29/1987		Same as Decreed Amount (Less Relinquishment Deduction)

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
80CW237 and 238— Danford-Champlin Farms ADAMS COUNTY, (Front Range Airport System)	2016 AF 1344 AF	Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	03/26/1984		Same as Decreed Amounts
85CW253— Williams Investments ADAMS COUNTY, (Box Elder Creek)	207 AF 118 AF 85 AF 139 AF	Denver Aquifer Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	01/13/1988		
80CW232—Planet Cos. ADAMS COUNTY, 87CW210 (Diligence)	50 AF 125 AF 32 AF	Denver Aquifer Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	11/23/1983 12/31/1991		Same as Decreed Amount
82CW488/84CW030-GVR Partnership/Alperts ADAMS COUNTY Green Valley Ranch	701 AF 892 AF 1264 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer Laramie-Fox Hills Aquifer	N/A	04/29/1987		Same as Decreed Amount (Less Relinquishment Deduction)
83CW112-Box Elder Investment ADAMS COUNTY	1597 AF	Arapahoe Aquifer	N/A	06/18/1985		Same as Decreed Amount
84CW096-Kaufman, Jensen & Small ADAMS COUNTY	109 AF	Arapahoe Aquifer	N/A	04/03/1985		Same as Decreed Amount
85CW135(B)-Monaghan Farms ADAMS COUNTY	2008 AF 1506 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	06/30/1988		Same as Decreed Amount (Less Relinquishment Deduction)
85CW414(F)-Fulenwider ADAMS COUNTY	221 AF 192 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/A	04/24/1998		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)
85CW414(V)-Van Schaak ADAMS COUNTY	355 AF 308 AF	Upper Arapahoe Aquifer Lower Arapahoe Aquifer	N/a	04/24/1998		Same as Decreed Amounts (Less Relinquishment and Replacement Deductions)

IV. LOST CREEK DESIGNATED BASIN – DENVER BASIN AQUIFERS:

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
356-BD ADAMS COUNTY	31.9 AF	Denver Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
355-BD ADAMS COUNTY	34.2 AF	Upper Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
354-BD ADAMS COUNTY	11.3 AF	Lower Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
353-BD ADAMS COUNTY	28.1 AF	Laramie-Fox Hills Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
352-BD ADAMS COUNTY	43.8 AF	Denver Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
351-BD ADAMS COUNTY	31.5 AF	Upper Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
350-BD ADAMS COUNTY	27.4 AF	Lower Arapahoe Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)
349-BD ADAMS COUNTY	27.4 AF	Laramie-Fox Hills Aquifer	N/A	04/02/2003		Same as Decreed Amount (Less Relinquishment Deduction)

Notes:

(1) Some of the ground water amounts listed above are classified as not-nontributary, and accordingly must be augmented prior to use. Nevertheless, once such ground water rights are augmented, the full decreed amounts are reusable.

(2) Some of the decreed nontributary ground water is subject to a 2% relinquishment requirement.

(3) Decreed Amounts are amounts adjudicated in the Water Court decree. In some instances, only a portion of the overlying land area has been annexed to the City. In those instances, only a corresponding portion of the decreed amount has been deeded to Aurora.

V. NON-TRIBUTARY OUTSIDE DENVER BASIN

CASE NO. AND NAME	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS (FULLY REUSABLE)
LONDON WATER TUNNEL	7.4 cfs	Non tributary	4/29/1974	12/31/1976		**W-8314-76**
	724 AF	Non tributary	5/22/1981	12/31/1980		**80CW419**

VI. WATER RIGHTS PURSUANT TO CONTRACTS

NAME	AMOUNT	DECREED SOURCE	APPROP. DATE	ADJUD. OR DECREE DATE	WATER DIST.	ADJUDICATION & CHANGED AMOUNTS
East Cherry Creek Valley Water & Sanitation District Reusable Effluent			N/A	N/A		
Aurora/Westminster Intergovernmental Agreement for Water Delivery	70 AF		N/A	N/A		

Firestone's Water Rights
(as of October 2025)

1. Project Participation

PROJECT/SYSTEM	TOTAL AMOUNT	DECREED SOURCE	ESTABLISHED	FIRESTONE UNITS	AVAILABLE YIELD
COLORADO-BIG THOMPSON	310,000 AF	TRANSMOUNTAIN	1957	5,436	2,059 AF/YR
WINDY GAP	48,000 AF	TRANSMOUNTAIN	1985	5	500 AF/YR

2. St. Vrain Creek, Changed Water Rights

STRUCTURE	DECREED AMOUNT	DECREED SOURCE	APPROP. DATE	FIRESTONE CASE NO.	CHANGED AMOUNT	AVAILABLE YIELD	RETURN FLOWS	DECREE DATE
LOWER BOULDER DITCH[1]	25 cfs	BOULDER CREEK	1859/10/01	19CW3236	0.496 cfs	106.8 AF/YR	64.0 AF/YR	2024/02/21
	97 cfs	BOULDER CREEK	1870/06/01	19CW3236	2.771 cfs	36.1 AF/YR	21.7 AF/YR	2024/02/21
				24CW3062	2.082 cfs	36.1 AF/YR	21.7 AF/YR	PENDING
RURAL DITCH	22.75 cfs	BOULDER CREEK	1862/05/05	19CW3236	N/A	240.8 AF/YR	192.4 AF/YR	2024/02/21
	60.25 cfs		1863/03/10	24CW3062	N/A	153.1 AF/YR	133.5 AF/YR	PENDING
LAST CHANCE DITCH								PENDING
GODDING DITCH								PENDING
NEW COAL RIDGE DITCH								PENDING
CARBON VALLEY WATER STORAGE CELL RIGHT (a/k/a FIRESTONE RESERVOIR NO. 1)	1,179 AF (123 AF refill)	BOULDER CREEK IDAHO CREEK ST. VRAIN CREEK	2001/03/05	19CW3236	1,179 AF (123 AF refill)	1,179 AF (123 AF refill)	N/A	2024/02/21

[1] Changed diversion rates associated with the Lower Boulder Ditch represent Firestone's pro-rata share of the individual Lower Boulder Ditch water rights. They are **not** considered to be independent limitations under the Case No. 19CW3236 decree.

3. St. Vrain Creek, New Water Rights

STRUCTURE	CLAIMED AMOUNT	WATER SOURCE	APPROP. DATE	FIRESTONE CASE NO.	DECREE DATE
FIRESTONE-ST. VRAIN WATER AUTHORITY TREATMENT PLANT DIVERSION	5.35 cfs	ST. VRAIN CREEK	2019/12/17	19CW3236	2024/02/21
FAST WELL FIELD WELLS	2,400 gpm	ST. VRAIN CREEK			
MOUNTAIN SHADOWS WELL	800 gpm	GODDING HOLLOW			
FIRESTONE TRAIL ALLUVIAL DIVERSION	375 gpm	ST. VRAIN CREEK	2019/12/17	24CW3166	PENDING[2]
MOUNTAIN SHADOW PARK ALLUVIAL DIVERSION	675 gpm	GODDING HOLLOW	2024/12/18		
FIRESTONE ALLUVIAL DIVERSION NO. 2	3,360 gpm	ST. VRAIN CREEK	2019/12/17		
BAREFOOT LAKES ALLUVIAL DIVERSION	2,448 gpm	ST. VRAIN CREEK	2024/12/18		
VOGL-STINAR ALLUVIAL DIVERSION	3,120 gpm	ST. VRAIN CREEK	2024/12/18		
ACORD ALLUVIAL DIVERSION	3,168 gpm	ST. VRAIN CREEK	2024/12/18		
FIRESTONE RESERVOIR NO. 1 CONDITIONAL REFILL RIGHT	1,218.62 AF	BOULDER CREEK ST. VRAIN CREEK	2019/12/17	19CW3236	2024/02/21
FIRESTONE RESERVOIR NO. 2 CONDITIONAL STORAGE RIGHT	1,200 AF (1,200 AF refill)				
FIRESTONE CENTRAL PARK RESERVOIR	100 AF (100 AF refill)	BOULDER CREEK			
FIRESTONE RESERVOIR NO. 3	7,264 AF (7,264 AF refill)	BOULDER CREEK GODDING HOLLOW IDAHO CREEK MAYFIELD HOLLOW ST. VRAIN CREEK	2023/01/31	23CW3009	PENDING

[2] Claimed rates are subject to change until formally decreed.

CITY OF AURORA
Council Agenda Commentary

Item Title: Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan (Resolution)
Item Initiator: Sam Scorza, Project Engineer, Aurora Water
Staff Source/Legal Source: James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Assistant Attorney Civil Senior
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 4/6/2026

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 3/18/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On March 18, 2026, the Water Policy Committee supported moving the Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan forward to the April 6, 2026 Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Background
This agreement between Mile High Flood District (MHFD), the Southeast Metro Stormwater Authority (SEMSWA), Douglas County (County), and the City of Aurora (City) is for a Major Drainageway Plan (MDP) that covers the watersheds of Piney Creek, Sampson Gulch, and Antelope Creek. Notably, SEMSWA provides stormwater management services for drainage and flood control facilities within the City of Centennial and unincorporated Arapahoe County portions of these drainageways. The last Master Plan for this drainageway was published in 2012, using existing conditions in 2010 to inform the hydrology.

Scope
The scope for this plan is to develop a drainageway master plan which includes updated hydrology to reflect current development, recommendations about sizing of storm sewers and roadway crossings, opportunities to provide needed detention and water quality, and other drainage improvements through the corridor. The proposed work will include mapping, compilation of existing data, field visits, alternatives development, and project ranking to be integrated with Aurora Water's Digital Master Plan.



Funding
This IGA represents the mechanism by which all project sponsors can transfer their funds to the MHFD held account. The breakdown of the project sponsor contributions are detailed in the table below and are based on contributing surface area:

Jurisdiction	Contribution	Percent Share
City	$90,000	22.5%
SEMSWA	$50,000	12.5%
County	$60,000	15%
MHFD	$200,000	50%
Total	$400,000	100%

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding is available in the Wastewater Operating budget in the amount of $90,000.

CC-52014/FD-520/SC-64947

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A Resolution of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between Aurora Water, Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, and Douglas County regarding funding of major drainageway planning for Piney Creek, Sampson Gulch, and Antelope Creek.

QUESTIONS FOR COUNCIL

Does Council support moving a Resolution of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between Aurora Water, Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, and Douglas County regarding funding of major drainageway planning for Piney Creek, Sampson Gulch, and Antelope Creek forward to the April 20, 2026 Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12). (Best).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN AURORA WATER, URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, AND DOUGLAS COUNTY REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR PINEY CREEK, SAMPSON GULCH, AND ANTELOPE CREEK

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water"), the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District"), Southeast Metro Stormwater Authority ("SEMSWA") and Arapahoe County ("Douglas") seek to enter an intergovernmental agreement ("Intergovernmental Agreement") regarding a drainage way master plan report for Piney Creek, Sampson Gulch and Antelope Creek; and

WHEREAS, the project costs funded through this intergovernmental agreement include mapping, master planning, and related services and contingencies mutually agreeable to parties and related to the drainage way master plan report for Piney Creek, Sampson Gulch and Antelope Creek ("Project Costs"); and

WHEREAS, a summary of Project Costs contributions to date is set forth in the table below:

	Contribution through this Agreement	Total Contribution
District	$200,000	$200,000
Aurora Water	$90,000	$90,000
SEMSWA	$50,000	$50,000
County	$60,000	$60,000
TOTAL	$400,000	$400,000

; and

WHEREAS, the work performed pursuant to the Intergovernmental Agreement is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the

joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Aurora, the District, SEMSWA, and Douglas County regarding funding of major drainageway planning for Piney Creek, Sampson Gulch and Antelope Creek is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this Resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
PINEY CREEK, SAMPSON GULCH, & ANTELOPE CREEK

Agreement No. 26-01.21
Project No. 110619
Agreement Amount $400,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY OF AURORA (hereinafter called "CITY"), SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA") and DOUGLAS COUNTY (hereinafter called "COUNTY"); (hereinafter CITY, SEMSWA, and COUNTY shall be known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan report for Piney Creek, Sampson Gulch, and Antelope Creek (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 06 Series of 2026); and

WHEREAS, the governing board (officials) of PROJECT SPONSORS has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated January 28, 2026, (hereinafter called "AREA").

1.03. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

1.04 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.05 PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are not to exceed $400,000 without amendment to this Agreement.

1.06 FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Section 1.05:

	Percentage Share	Master Plan Contribution	Maximum Contribution
CITY	22.5%	$90,000	$90,000
SEMSWA	12.5%	$50,000	$50,000
COUNTY	15%	$60,000	$60,000
DISTRICT	50%	$200,000	$200,000
TOTAL	100%	$400,000	$400,000

Each PARTY'S payment obligation, whether direct or contingent, extends only to funds budgeted by appropriation or resolution annually by each PARTY'S governing body (officials), paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

1.07 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's full share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share CITY - $90,000; SEMSWA - $50,000; COUNTY - $60,000; DISTRICT - $200,000 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide an accounting of PROJECT funds as well as notification to PROJECT SPONSOR(S) of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.03).

Following completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, monies shall be transferred to another special fund held by DISTRICT.

1.08 PROJECT MAPPING No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSOR(S) shall provide copies of the most recent mapping within its jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

1.09 MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design subject to approval of PROJECT SPONSOR(S).

1.10 PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR(S) access to all draft and final electronic report files. Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR(S) upon request. This Paragraph shall survive termination of this Agreement.

1.11. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR(S) the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR(S) needed to complete PROJECT in a timely manner. PROJECT SPONSOR(S) agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR(S). PROJECT SPONSOR(S) also agree(s) to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR(S) by DISTRICT.

1.12 PUBLIC RELATIONS

It shall be at the sole discretion of the PROJECT SPONSOR(S) to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR(S). In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR(S) as needed and appropriate.

1.13 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signature. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S. However, the PARTIES agree that only electronic signatures created by electronic software including but not limited to DocuSign shall be permitted.

Part 2

2.01 TERM OF THE AGREEMENT

The term of this Agreement shall commence upon the execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Section 1.07 herein.

2.02 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.03 CONTRACTING OFFICERS

A. The contracting officer for CITY shall be Director of Utilities, 15151 E. Alameda Ave Aurora, CO 80012.

B. The contracting officers for SEMSWA shall be Executive Director, 7437 South Fairplay Street, Centennial, CO 80112.

C. The contracting officer for COUNTY shall be County Engineer, 100 Third St Castle Rock, CO 80104.

D. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Ave. Lakewood, Colorado 80228.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR(S). Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.04 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.05 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.06 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

2.07 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.08 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.09 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.10 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.11. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all contracts stemming from this Agreement.

2.12. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation or resolution of funds therefore by the appropriate governing body (officials) of the respective PARTIES.

2.13. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR(S) or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.14 GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, et seq., C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.15 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR(S), DISTRICT or any other entity not a party hereto. WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

_____ Checked By

_____ Checked By

SOUTHEAST METRO STORMWATER AUTHORITY

By_____

Name_____

Title_____

Date_____

City of Aurora, Colorado
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best 3/3/2026 26066236
_____ _____ _____
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

DOUGLAS COUNTY

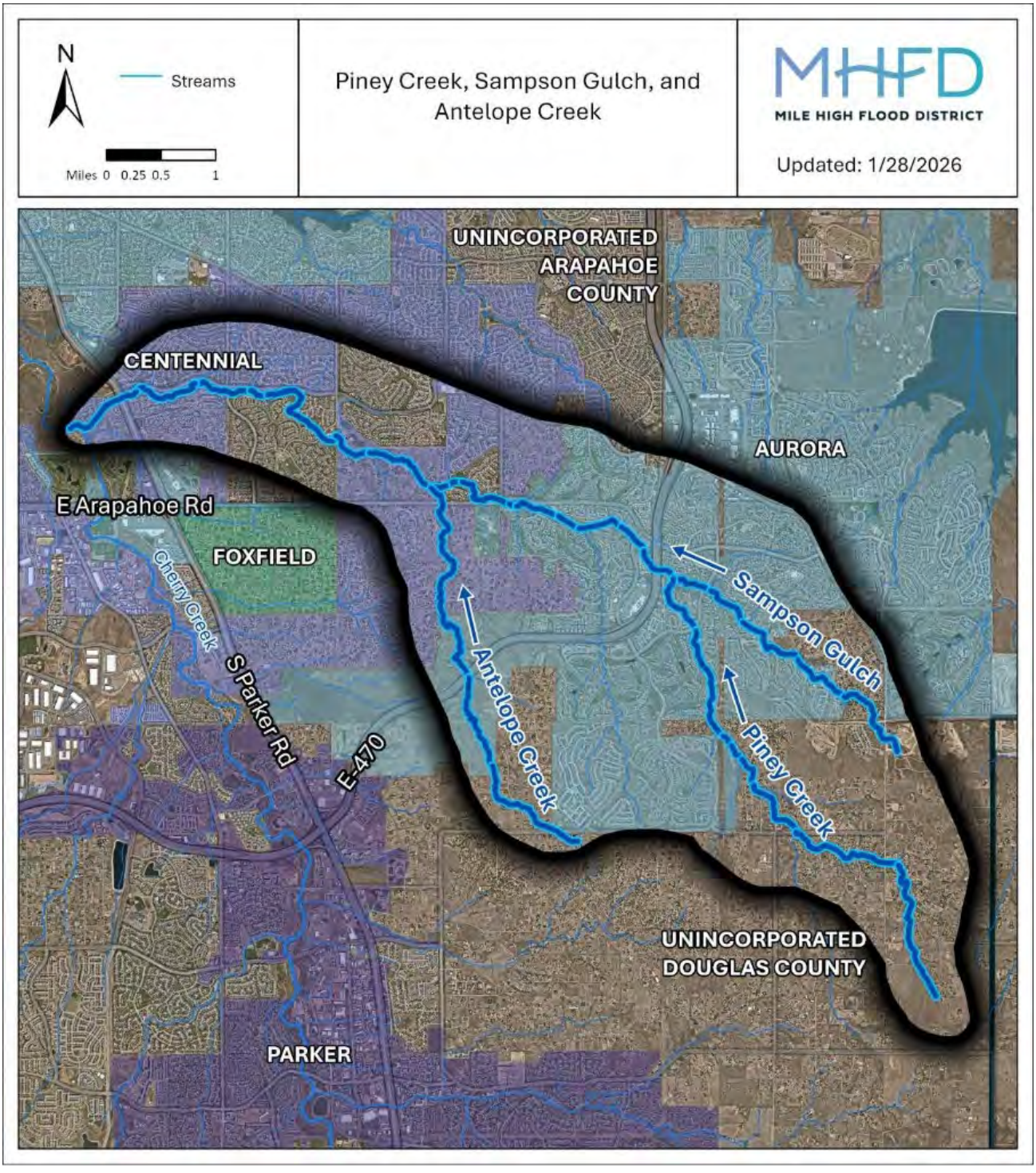
By_____

Name_____

Title_____

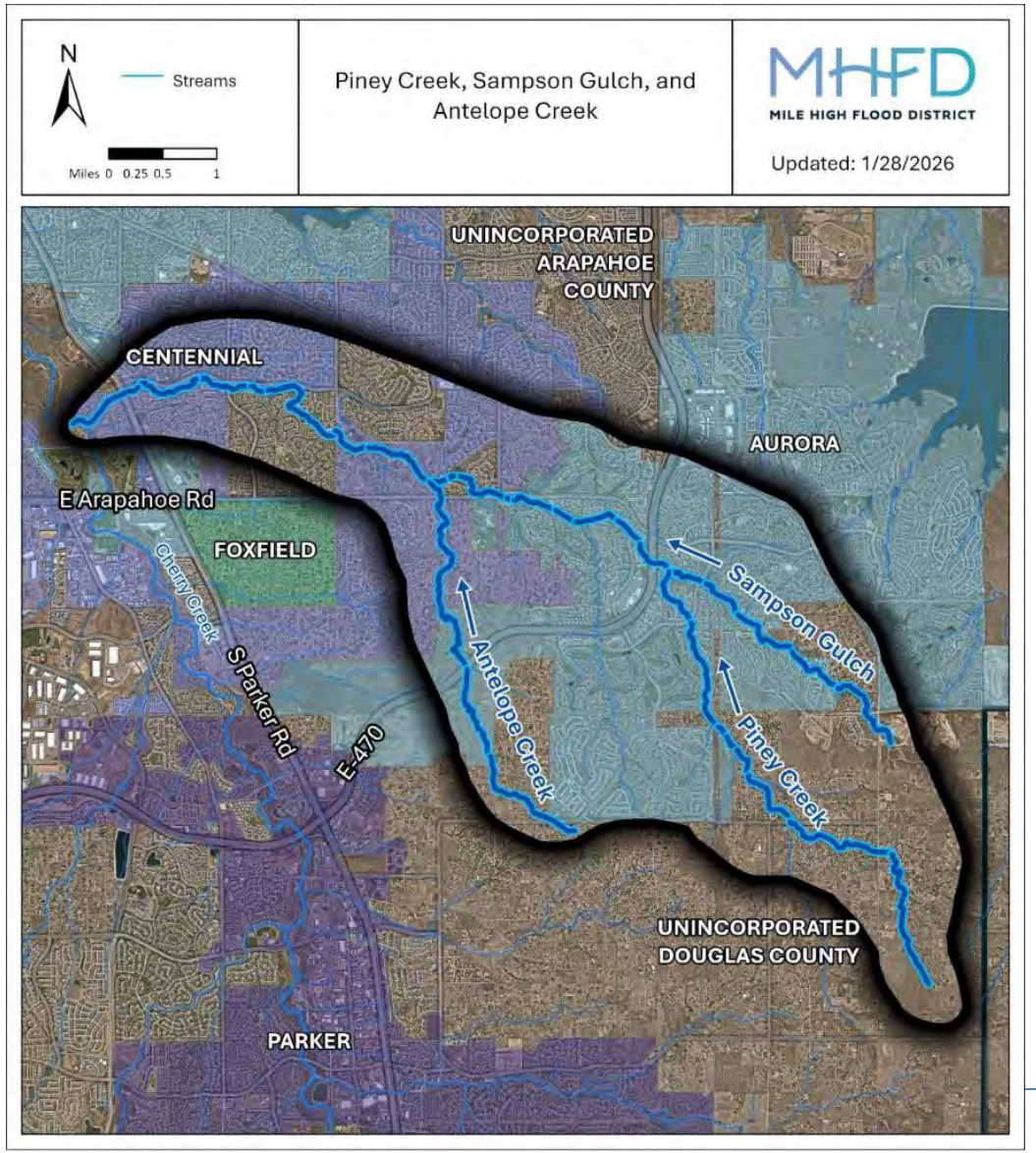
Date_____

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
PINEY CREEK, SAMPSON GULCH, & ANTELOPE CREEK
Agreement No. 26-01.21
Project No. 110619
EXHIBIT A



Mile High Flood District IGAs

Agreements between MHFD and Aurora
2026



Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan

- Combined watershed for Piney Creek and two tributaries, Sampson Gulch and Antelope Creek

- Master Planning Process includes:
  - Updated hydrology
  - Detention/asset sizing needs
  - Water quality opportunities

Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan

	Funds	Percentage Share
Aurora Water	$90,000	22.5%
SEMSWA	$50,000	12.5%
Douglas County	$60,000	15%
MHFD	$200,000	50%
		$400,000

- There are 3 contributing jurisdictions and Mile High Flood District: Aurora Water, Southeast Metro Stormwater Authority, and Douglas County
- Shares are determined based on tributary area within the watershed

Piney Creek, Sampson Gulch, and Antelope Creek Major Drainageway Plan

Does the Water Policy Committee support moving this item forward to Study Session?

CITY OF AURORA
Council Agenda Commentary

Item Title: Twin Lakes and Turquoise Lake Aquatic Nuisance Prevention Intergovernmental Agreement (IGA)
Item Initiator: Richard Kienitz, Water Resources Manager, Aurora Water
Staff Source/Legal Source: Richard Kienitz, Water Resources Manager, Aurora Water / Ian Best, Sr. Asst. City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2026- 44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, THE CITY OF COLORADO SPRINGS, BOARD OF WATER WORKS OF PUEBLO COLORADO, PUEBLO WEST METROPOLITAN DISTRICT AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES
Richard Kienitz, Water Resources Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☒ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☐ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 4/8/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On April 19, 2025, the Water Policy Committee supported moving an Aquatic Nuisance Species Prevention Intergovernmental Agreement forward to the May 8, 2023 Study Session.

On May 23, 2025 Council approved an Aquatic Nuisance Species Prevention Intergovernmental Agreement as item 11.a.2.

On April 8, 2026, the Water Policy Committee supported moving an Aquatic Nuisance Species Prevention Intergovernmental Agreement forward to the April 20, 2026 Regular Council meeting.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This Intergovernmental Agreement (IGA) is the result of a negotiation for shared funding to enable Colorado Parks and Wildlife to perform boat inspections at Twin and Turquoise Lake to prevent the transmission of aquatic nuisance species (ANS). ANS are species, usually non-native, such as Zebra and/or Quagga mussels, that once present in water works facilities, such as reservoirs or pipelines, can have hugely detrimental and costly impacts to those facilities. Aurora Water has been involved in financing aquatic nuisance species prevention for many years. At the two reservoirs covered in the proposed IGA, Aurora and Colorado Springs Utilities have been paying almost the entire cost of the boat inspection programs with some funding from the United States Forest Service since 2010. In 2023, the costs within the IGA were spread among more funding partners decreasing the cost to Aurora Water.

The term of this IGA is five years. The total 2026 ANS program cost is $67,500.00 of which Aurora Water will be responsible for $13,500.00. Aurora Water's future annual financial obligation will be $13,500.00 for the remaining 4 years of the term. Aurora Water seeks the ability to administratively renew the term, if appropriate.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding is available in the Water Fund Operating Budget in the amount of $13,500.00.

CC-52033/FD-500/SC-64947

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support a Resolution of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council's support of an Intergovernmental Agreement between the City of Aurora Colorado, acting by and through its Utility Enterprise, the Southeastern Colorado Water Conservancy District, the City of Colorado Springs, Board of Water Works of Pueblo Colorado, Pueblo West Metropolitan District and the State of Colorado Department of Natural Resources?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Charter Section 10-12). (Best)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, THE CITY OF COLORADO SPRINGS, BOARD OF WATER WORKS OF PUEBLO COLORADO, PUEBLO WEST METROPOLITAN DISTRICT AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of Aurora, acting by and through its utility enterprise ("Aurora"); the Southeastern Colorado Water Conservancy District ("SECWCD"), the City of Colorado Springs, by and through its enterprise Colorado Springs Utilities ("Utilities"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), Pueblo West Metropolitan District ("Pueblo West"), and the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Parks and Wildlife Commission and the Division of Parks and Wildlife ("CPW") each own, lease or otherwise control water storage space in both Twin Lakes and Turquoise Lake (together referred to herein as the "Reservoirs"); and

WHEREAS, there is potential that the Reservoirs could be subject to infestation of Zebra and/or Quagga Mussels and other aquatic nuisance species to the detriment of water works facilities, boats, marinas, and fisheries; and

WHEREAS, CPW has established a program to address aquatic nuisance species at the Reservoirs ("ANS Program") which includes but it not limited to inspection of trailered motorized watercraft entering the Reservoirs and decontamination of watercraft as necessary in accordance with C.R.S §33-10.5-101, et seq., all in an effort to prevent the spread of aquatic nuisance species; and

WHEREAS, collectively Aurora, Pueblo Water, SECWCD, Pueblo West and the Utilities have determined that it is in their collective best interest to support CPW in its efforts to attempt to keep aquatic nuisance species out of the Reservoirs by collectively funding CPW's ANS Program; and

WHEREAS, Aurora's financial contribution to CPW's ANS Program in 2026 shall be thirteen thousand five hundred dollars ($13,500.00), with additional similar annual contribution to the ANS Program to protect the Reservoirs; and

WHEREAS, the ANS Program is beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, Aurora is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203, to cooperate and contract with any political subdivision of the State of

Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Governments are specifically authorized by C.R.S. 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities; and

WHEREAS, Section 10-12 of the City Charter authorizes Aurora by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between Aurora, Pueblo Water, SECWCD, Pueblo West and the Utilities is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. The City Council hereby authorizes Aurora Water to administratively approve (via action by the General Manager of Aurora Water (or designee)) extensions of this Intergovernmental Agreement provided they are consistent with this Resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETE A. SCHULTE, CITY ATTORNEY

Ian J Best RLA
_____
By: IAN BEST, Assistant City Attorney

COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement") is entered into this _____day of _____, 2026, by and among the Southeastern Colorado Water Conservancy District ("SECWCD"), the City of Colorado Springs, by and through its enterprise Colorado Springs Utilities ("Utilities"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora"), Pueblo West Metropolitan District ("Pueblo West"), and the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Parks and Wildlife Commission and the Division of Parks and Wildlife ("CPW").

RECITALS

A. CPW provides recreation opportunities which include fishing and boating at Twin Lakes and Turquoise Lake (collectively referred to as the "Reservoirs") in Lake County for the citizens of the State of Colorado and visitors to Colorado.

B. There is a potential that the Reservoirs could be subject to infestation of Zebra and/or Quagga Mussels and other aquatic nuisance species collectively referred to as ("ANS") to the detriment of water works facilities, boats, marinas, and fisheries.

C. Pueblo Water, SECWCD, Aurora, Pueblo West, and Utilities (individually "Water Entity", collectively "Water Entities") own, lease or otherwise control water storage space in the Reservoirs. The Water Entities and CPW will be collectively referred to as the "Parties".

D. The Water Entities have determined that it is in their best interests to support CPW and share in the cost to manage the effort to keep ANS out of the Reservoirs.

E. CPW has established a program to address ANS at the Reservoirs and is willing to accept the funds from the Water Entities as provided herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows.

1. This Agreement shall become effective upon the date of the last signature and shall remain in effect until December 31, 2031 (the "Term"), unless terminated as set forth herein.

2. Notwithstanding the five-year Term, SECWCD's commitment shall be structured as an initial one-year term, with four (4) successive one-year options to renew under the same terms specified in this Agreement. To exercise each option, SECWCD shall provide written notice

to the Parties in a form substantially equivalent to Exhibit A. The withdrawal or non-renewal of SECWCD shall not terminate the Agreement as to the remaining Parties, provided the essential purposes of the Agreement can still be met.

3. CPW will inspect trailered motorized watercraft entering the Reservoirs and decontaminate watercraft as necessary in accordance with C.R.S §33-10.5-101, et seq., in an effort to prevent the spread of aquatic nuisance species by following state watercraft inspection and decontamination procedures at all times boat ramps at the Reservoirs are open for public use. CPW will inform and educate the public about the problems posed by ANS and steps that can be taken to prevent their spread. CPW shall execute this obligation in the manner and with the means deemed appropriate by CPW in its sole discretion. CPW will comply with all state and federal rules and regulations relating to the use, storage, treatment or disposal of hazardous materials in performing its obligations under this Agreement including, but not limited to, chemicals and petroleum products. CPW shall be solely responsible for obtaining and complying with all administrative or judicial approvals necessary for it to meet its obligations under this Agreement. The Water Entities will cooperate as reasonably requested by the CPW in the approval process. For all purposes under this Agreement, CPW is an independent contractor and not an employee or agent of the Water Entities.

4. The Water Entities agree to participate in funding for personnel, equipment, signage, monitoring, reporting, operating costs, and physical improvements necessary and associated with public education and with the inspection and decontamination of all public watercraft entering and exiting the Reservoirs ("ANS Program").

5. For each year of the five-year Term, the total annual contribution payable to CPW for the ANS Program shall be Sixty-Seven Thousand Five Hundred Dollars ($67,500.00)[1]. This total shall be funded by the Water Entities in equal shares of Thirteen Thousand Five Hundred Dollars ($13,500.00) per Water Entity, per year. Each Water Entity shall pay its initial $13,500.00 contribution upon the execution of this Agreement. For all subsequent years of the Initial Term, CPW will invoice each Water Entity for its annual payment after January 1 of the then-current year.

   The annual payments for SECWCD for years two through five are contingent upon SECWCD exercising its annual renewal option as set forth in this Agreement. Upon receipt of the executed Renewal Notice (Exhibit A), CPW shall invoice SECWCD in accordance with this Paragraph 5.

6. The provisions of this Agreement shall not be construed or interpreted as a waiver, express or implied by any Party hereto, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671, et seq., as applicable, as now or hereafter amended.

7. This Agreement shall remain in full force and effect during the period specified unless

[1] In the event SECWCD does not exercise its annual renewal option for any subsequent year of the Agreement, the total annual contribution payable to CPW shall be reduced to Fifty-Four Thousand Dollars ($54,000.00), representing the combined $13,500.00 annual shares of the remaining four Water Entities.

terminated by sixty (60) days written notice by any Party to each Party pursuant to Section 12. If a Party terminates this Agreement pursuant to this Section, the Water Entities shall only be obligated to pay CPW the amount owed pursuant to Section 5 of this Agreement, which amount shall be adjusted on a pro rata basis based on the number of months the ANS Program was provided by CPW pursuant to this Agreement and for which CPW has yet to receive payment. If CPW terminates this Agreement, the Water Entities shall be reimbursed for any overpayment but in no event shall the reimbursement exceed the funds provided to CPW during the term of this Agreement.

8. Execution of this Agreement by CPW will be contingent upon the availability of funds required for the ANS Program above and beyond the funding provided by the Water Entities pursuant to this Agreement. Performance of CPW's obligations under this Agreement is expressly subject to available funds; in the event funds are not appropriated in whole or in part sufficient for performance of CPW's obligations under this Agreement, or appropriated funds may not be expended due to CPW spending limitations, then this Agreement will be terminated by CPW pursuant to Section 7 above.

9. In accord with the Colorado Springs City Charter, performance of Utilities' obligations under this Agreement is expressly subject to appropriation of funds by the City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Utilities' obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law with respect to Utilities, and Utilities will thereafter have no liability for compensation or damages to the other Parties in excess of Utilities' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Utilities' will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

10. Performance of Aurora's obligations under this Agreement is expressly subject to appropriation of funds by the Aurora City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Aurora's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law with respect to Aurora, and Aurora will thereafter have no liability for compensation or damages to the other Parties in excess of Aurora's authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Aurora will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

11. Sole Obligation of Aurora's Utility Enterprise. This Agreement will never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, no one will have any recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Delegation will be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

12. Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below any Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A.

Colorado Parks and Wildlife
Robert Walters
Invasive Species Program Manager
6060 Broadway
Denver, CO 80216

B.

Board of Water Works of Pueblo
Pueblo, Colorado
Executive Director
(mailing address)
P.O. Box 400
Pueblo, CO 81002

Board of Water Works of
Pueblo, Colorado
Executive Director
(physical address)
319 W. 4th Street
Pueblo, CO 81003

C.

Southeastern Colorado Water
Conservancy District
Executive Director
31717 United Avenue
Pueblo, CO 81001

D.

Colorado Springs Utilities

Chief System Planning & Projects Officer
P.O. Box 1103, MC 950
121 S. Tejon St. 5th Floor
Colorado Springs, CO 80903

E.

City of Aurora
General Manager of Aurora Water
15151 E. Alameda Pkwy, Ste 3600

Aurora, CO 80012

City of Aurora
Attn: City Attorney
15151 E. Alameda Pkwy, Ste 5300
Aurora CO 80012

F.

Pueblo West Metropolitan District
Jim Blasing
Director of Utilities
63 E. Spaulding Ave.
Pueblo West, CO 81007

13. Breaches shall be governed by the following provisions:

a. In addition to any breaches specified in other sections of this Agreement, the failure of a Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. This Agreement is a contract to perform services, and the presence of aquatic nuisance species in the Reservoirs does not constitute a breach of this Agreement by CPW. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against a Party, or the appointment of a receiver or similar officer for a Party or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

b. In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Parties in the manner provided in Section 12. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days of notice and pursued with due diligence, the non-defaulting Parties may exercise any of the remedies set forth in Section 14 under this Agreement. In no case will CPW's liability exceed the amount of funds contributed to CPW by the Water Entities under this Agreement. Notwithstanding anything to the contrary herein, any Party, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

14. In the event any Party defaults in the performance of any of its obligations under this Agreement, each non-defaulting Party will have all remedies available by law or equity.

15. In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall

be construed against the drafter shall not apply, and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

16. Unenforceability of any provision of this Agreement, or a portion thereof, shall not affect or impair the validity of any other provision of this Agreement or portion thereof.

17. This Agreement is subject to public release through the Colorado Open Records Act, C.R.S. §24-72-101, et seq.

18. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

19. This Agreement shall be construed in accordance with the laws of the State of Colorado (except for its conflict of law provisions). The place of performance and transaction of business shall be deemed to be in the County of Lake, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado and, more specifically, Lake County, Colorado and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

20. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

21. No Party shall be liable for delays in performing its obligations to the extent the delay is caused by unforeseeable conditions beyond its reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbance.

22. Modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies.

23. There shall be no assignment of the rights or obligations contained in this Agreement by any Party without the prior written consent by the other Parties, and any such assignment shall be null and void. Notwithstanding anything herein to the contrary, upon written notice to the other Parties, Utilities may assign this Agreement without consent to the City of Colorado Springs, Colorado. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Parties.

24. This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement one hundred and eighty (180) days after notice of the new legal requirement is provided by one of the Parties to the other Parties. Any Party may terminate this Agreement pursuant to Section 7 after receipt of said notice.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Colorado Springs, by and
and through its enterprise
Colorado Springs Utilities

By: _____
Lisa Barbato
Chief System Planning & Projects Officer

Date: _____

Board of Water Works of Pueblo,
Colorado

By: _____
Seth J. Clayton, Executive Director

Date: _____

State of Colorado
Jared S. Polis, Governor

Colorado Department of Natural Resources

Dan Gibbs, Executive Director

Colorado Parks and Wildlife

By:_____

Printed Name: _____

Title: _____

Date: _____

Southeastern Colorado Water Conservancy
District

By: _____

Printed Name: _____

Title: _____

Date: _____

Pueblo West Metropolitan District

By: _____

Jim Blasing

Director of Utilities

Date: _____

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

_____ _____
Michael Coffman, Date
Mayor, City of Aurora

Approved as to form for Aurora:

Ian J Best 3/23/2026 26033944
Assistant City Attorney Date ACS #

Exhibit A - SECWCD Annual Renewal Notice

In accordance with the ANS Cooperation Agreement dated [Original Execution Date], Southeastern Colorado Water Conservancy District ("SECWCD") hereby exercises its option to renew its participation in the Agreement for a one-year period.

1. **Renewal Term:** This renewal shall be effective from **January 1, 20__** through **December 31, 20__**.

2. **Terms and Conditions:** This renewal is made under the same terms and conditions as specified in the Agreement.

3. **Ratification:** Except as expressly provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified by SECWCD.

Southeastern Colorado Water Conservancy District

By: _____

Printed Name: _____

Title: _____

Date: _____

Water Policy Committee (WPC) Meeting

April 19, 2023

Members Present: Council Member Steve Sundberg (Chair), Council Member Alison Coombs (Vice Chair), Council Member François Bergan

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Dan Brotzman, Marshall Brown, Melina Bourdeau, Steve Cann, Alex Davis, Steve Fiori, Rory Franklin, Alex Gagliardi, Dawn Jewell, Rick Kienitz, Marena Lertch, Dan Mikesell, John Murphy, Swirvine Nyirenda, Bobby Oligo, Julie Patterson, Casey Rossman, Sam Scorza, Tim York, Sarah Young

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1. Approval of Minutes

The March 15, 2023, meeting minutes were approved as presented.

2. Consent Items

A. Construction Change Order Report
B. Monthly Water Supply Update

Summary of Issue and Discussion: CM Bergan asked why Homestake Reservoir is so low right now? J. Murphy responded, we have been moving a lot of water from the Colorado and Arkansas storage over to increase the reservoir levels. Fortunately, demand has been relatively stable due to increased moisture and colder weather in Aurora, keeping residents from turning on their sprinkler systems.

CM Bergan asked, so the lower reservoir levels at Homestake have nothing to do with other users and sharing the reservoir? J. Murphy replied, no, the Homestake Reservoir numbers we are showing are only representative of storage owned by the city.

CM Coombs asked, how is the severe drought in the Rocky Ford area impacting our water rights and operations? R. Kienitz responded, the water that Aurora gets from the Rocky Ford ditch comes from the mountain supply, and while the mountain supply is not up to 100% this year, we expect to have fairly good yields this year.

Outcome: The consent items were supported as presented.

Follow-Up Action: The consent items were supported as presented.

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3. First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement

Summary of Issue and Discussion: S. Scorza gave an overview of the IGA amendment.

Outcome: The Committee supports the First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement and forwarded to the next Council Meeting for consideration.

Follow-Up Action: The Committee supports the First Amendment to the Irondale Gulch Outfall Systems Intergovernmental Agreement and will forward to the next Council Meeting for consideration.

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4. Fourth Amendment to the Westerly Creek at 22nd Avenue Drainage Improvement Project Intergovernmental Agreement

Summary of Issue and Discussion: S. Scorza gave an overview of the IGA amendment.

CM Sundberg asked, are the additional funds needed because the project has come in over budget? S. Scorza replied, currently, we are on budget based on the design.

CM Bergan asked, is it typical that Parks would pay for improvements versus the entire project coming out of water? S. Scorza responded, the reason Parks is funding a portion of the project is due to additional programmatic elements going into that space including a soccer field and a possible amphitheater. CM Bergan asked, if there is an amphitheater going into that space, wouldn't the developers be responsible for that? S. Scorza responded, the amphitheater was proposed but is not being pursued. S. Young added, Parks funding is going toward the linear park improvements such as paths, trails, and a soccer field. There is a small portion of the project that developers will be contributing to because of the benefit of some preventative erosion improvements that will be happening on their site.

CM Coombs asked, are developer fees contributing to the $600,000.00 total coming from parks that is not covered by the Open Space Grant? Or is that all coming from the Parks development budget? S. Scorza responded, $350,000.00 of their contribution is coming from fees in that area and $250,000.00 is coming from their Westerly Creek Improvement budget.

Outcome: The Committee supports the Fourth Amendment to the Westerly Creek at 22nd Avenue Drainage Improvement Project Intergovernmental Agreement and forwarded to the next Council Meeting for consideration.

Follow-Up Action: The Committee supports the Fourth Amendment to the Westerly Creek at 22nd Avenue Drainage Improvement Project Intergovernmental Agreement and will forward to the next Council Meeting for consideration.

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5. Aquatic Nuisance Species Prevention Intergovernmental Agreement

Summary of Issue and Discussion: A. Davis gave an overview of the IGA.

CM Bergan asked, this has come up several times at congressional delegations, are the monies the Federal Government is giving to the State to mitigate this issue going to be allocated toward this project? If not, are we going to seek those monies? A. Davis responded, she was not sure where the stream of funding was coming from but would follow up. CM Bergan stated, Senator Bennet pushed to get funding for this issue and wasn't sure if the funding ever happened.

CM Bergan asked, other than boat inspections, are there other methods to get rid of these invasive species? M. Brown responded, it is a very intensive chemical application therefore, the bodies of water that are being treated with the chemical are taken offline for extended periods of time. CM Bergan asked, is there no other species we can introduce to eat the invasive species? M. Brown responded, there has not been a species identified that can control these or eat enough of them to get rid of them.

Outcome: The Committee supports the Aquatic Nuisance Species Prevention Intergovernmental Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Aquatic Nuisance Species Prevention Intergovernmental Agreement and will forward to the next Study Session for consideration.

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6. Water Appropriation Delegation Resolution

Summary of Issue and Discussion: A. Davis gave an overview of the Resolution.

CM Coombs asked for clarification on the idea that the Resolution will allow Aurora Water to take the initial steps of appropriating water, filing these with the Water Court and bringing the findings and information to City Council. A. Davis responded, when applying for water rights, depending on how litigious people are, they could argue that the city had not formalized its intent and therefore we would need a resolution which could delay proceedings, this would mitigate the need for an additional Resolution.

CM Coombs asked, this Resolution will not allow Aurora Water to finalize any water rights without the approval of Council? Council will still have to approve all water rights purchases and

leases, this will just help to smooth the process? A. Davis responded, currently under Business Policy Memorandum (BPM) 414, Council is required to approve all water rights purchases over $1,000,000.00 but does allow the City Manager to approve all purchases below $1,000,000.00 which are then reported to Council on the quarterly report. This Resolution focuses on appropriating new water rights. The resolution does not impact the process for water right purchases in any manner. Therefore, this Resolution refers to water rights that are being adjudicated and allows Aurora Water to file for the appropriation of water rights without taking the Court application to council.

CM Coombs asked, this does not allow Aurora Water to act without the approval of Council? A. Davis replied, this will allow Aurora Water to create intent and file the water application for new appropriations (some water right change cases include a new water rights appropriation such as the right to store or exchange water. Such rights are usually necessary to effectuating the change of water rights) City Council will still have oversight of the entire process.

CM Bergan asked, this Resolution has nothing to do with a situation in where we may lose water rights because we are not using them? A. Davis responded, correct, this Resolution does not have anything to do with abandonment of water rights, they are totally different issues. CM Bergan asked, if we were to sell water rights, that would still come to Council? M. Brown responded, we are unable to sell water rights. We can trade water rights for equivalent ones or water rights that would work better for our system, but we cannot sell them without going out to a vote.

Outcome: The Committee supports the Water Appropriation Delegation Resolution and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Water Appropriation Delegation Resolution and will forward to the next Study Session for consideration.

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7. Strontia Springs Deep Sediment Removal Intergovernmental Agreement

Summary of Issue and Discussion: Item has been postponed until further notice.

Outcome: N/A

Follow-Up Action: N/A.

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8. Metro Water Recovery Appointment and Reappointments

Summary of Issue and Discussion: M. Brown gave an overview of the Metro Water Recovery appointment of Marena Lertch and the reappointments of Nadine Caldwell, Greg Baker, and Jo Ann Giddings.

Outcome: The Committee supports the Metro Water Recovery Appointment and Reappointments and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supports the Metro Water Recovery Appointment and Reappointments will forward to the next Study Session for consideration.

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9. Citizens Water Advisory Committee Restructure Ordinance Update

Summary of Issue and Discussion: M. Brown gave an update on the Citizens Water Advisory Committee restructuring based on feedback from the Water Policy Committee at the January 18, 2023, meeting.

CM Bergan stated that she wanted to be sure that residents who are interested in water have the opportunity to be on the Citizens Water Advisory Committee without the requirement of a degree or an in-depth knowledge of water. Additionally, she stated that she was not in agreement with the name change to the Water Supply Committee as the committee would be evaluating more than just supply. M. Brown replied, the Citizens Water Advisory Committee naming would remain the same. As far as the committee, an in-depth knowledge or degree in water would not be a requirement but there would be a requirement of some familiarity and understanding of water and supply of water. G. Baker added, residency in Aurora would not be a requirement. Additionally, the current committee has diverse representation of careers, education, and location across ward boundaries.

CM Coombs stated that she would not be in support of resetting term limits because it is important for citizens to have opportunities to be involved. G. Baker responded, he would speak with the City Clerk's office to see if there is a precedent in place for situations like these where a committee is being reestablished. Additionally, it takes almost a full term (three years) for a committee member to be comfortable with the complexity of water. CM Coombs stated that she would support extending the number of terms a committee member can serve from three terms to four terms. G. Baker stated that he would be working closely with the City Clerk's office and will have a clearer update on terms at the next Water Policy Committee meeting.

Outcome: Informational only.

Follow-Up Action: Informational only.

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10. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: CM Sundberg asked how the water education program within the schools was going? G. Baker stated, it is going very well and would like to schedule a

presentation to this committee at a future meeting on the educational outreach program. Additionally, the Youth Water Festival is taking place on May 15, 2023, and would be a great opportunity for the committee to come out and see the educational programs firsthand.

Outcome: Informational only.

Follow-Up Action: Informational only.

11. Confirm Next Meeting

The next meeting is scheduled for May 17, 2023, 10:30 a.m. via WebEx.

X Steve Sundberg (May 18, 2023 20:33 MDT)

Steve Sundberg
Chair, Water Policy Committee

MINUTES

Regular Meeting of the **Aurora City Council**
Monday, May 22, 2023

1. **RECONVENE THE REGULAR MEETING OF MAY 22, 2023, AND CALL TO ORDER**

Mayor Pro-Tem Gardner reconvened the regular meeting of the City Council for May 22, 2023, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Public call-in instructions were provided in both English and Spanish.

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the May 22nd, Council Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a. **May 8, 2023, Meeting Minutes**

Motion by Sundberg, second by Murillo, to approve the minutes of May 8, 2022, as presented.

Voting Aye: Mayor Coffman, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

7. **PROCLAMATIONS OR CEREMONIES**

7.a. **Asian American and Pacific Island Heritage**

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CM Coombs read a proclamation declaring May 2023 as the Asian American and Pacific Islander Heritage Month, promoting diversity, equal opportunities, and a brighter future for all.

7.b. **Mental Health Awareness Month**

Mayor Coffman proclaimed May 2023 as Mental Health Awareness Month, encouraging the community to prioritize mental health, protect the well-being, and work towards creating a more mentally healthy society.

7.c. **Jewish American Heritage Month**

CM Jurinsky read a proclamation declaring May 2023 as Jewish American Heritage Month, acknowledging the integral role of Jewish Americans in Aurora's history and emphasizing the need to create conditions that ensure the safety, health, and vitality of the Jewish community and all residents while enhancing life in Aurora.

7.d. **Memorial Day – Minute of Silence**

Mayor Coffman proclaimed May 29, 2023, at 3:00 p.m. local time as Memorial Day Minute of Silence encouraging the residents of Aurora to pause for a minute of silence, to honor, reflect, and remember the precious lives lost while in service to the nation.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public in-person and call-in testimony on non-agenda-related items.

CM Medina requested contact information from residents of PATH residency who spoke on issues regarding a gas-like substance released from his home and illegal eviction. CM Jurinsky made a statement about the complaint on illegal eviction raised by a resident and asked for the other council members to support the fight against illegal eviction.

CM Lawson expressed gratitude to the students and commended them for doing a great job presenting their proposals for the city's betterment.

9. **ADOPTION OF THE AGENDA**

Motion by Coombs, second Sundberg to adopt the agenda.

Voting Aye: Mayor Coffman, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR - MOTIONS**

♦ ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. **Motions**

10.a.1 **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Turn Key Health Clinic, LLC, Oklahoma City, Oklahoma in the Amount of $949,504.13 for Inmate Medical Services R-2304**

Candance Atkinson, Director of Courts and Detention / Hanosky Hernandez, Senior Assistant City Attorney

10.a.2 **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Keesen Landscape Management Inc., Englewood, Colorado in the Not-to-Exceed Amount of $250,000.00 for Abatement Services for Homeless Encampments through May 31, 2024 (B-4643)**

Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Hanosky Hernandez, Senior Assistant City Attorney

10.a.3 **Dewberry Zone 3C Pipeline Amendment**

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the Amount of $85,007.00 for Providing Construction Phase Services for the 36-inch Zone 3C Pipeline from E. 56th Ave. to E. 64th Ave. Phase 2 Project, Project No. R-1838

Dean Bedford, Principal Engineer, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.4 **HVAC Maintenance**

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to CS Group Inc., Lone Tree, Colorado in the Amount of $288,825.00 for Annual Routine Maintenance and Emergency Repair Services of Heating, Ventilation, and Air Conditioning (HVAC) Equipment in Water Pumping, Treatment, and Technical Operations Facilities through May 31, 2023 (R-2314)

Mike Mills, Manager of Water Main and Operations, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.5 **Consideration to AWARD AN AMENDMENT to Carollo Engineers, Inc., Broomfield, Colorado in the Amount of $185,770.00 for the Griswold Water Purification Facility (WPF) Solids Handling Improvements Project – Project No. 5840A**

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Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.6 **Consideration to AWARD A SINGLE SOURCE CONTRACT with Badger Meter, Inc., Centennial, Colorado in the Not-to-Exceed Amount of $65,000.00 for Meter Parts to Support Meter Infrastructure Maintenance**

Marena Lertch, Deputy Director of Field Services, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.7 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Eaton Corp., Cleveland, OH in the Not-to-Exceed Amount of $150,000.00 for Emergency Electrical Repair and Eaton Switchgear Maintenance as Required through May 31, 2024**

Marena Lertch, Deputy Director of Field Services, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.8 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Integrated Power Services, Denver, CO in the Not-to-Exceed Amount of $150,000.00 for General Electric Switchgear and Motor Control Centers Maintenance and Repair as Required through May 31, 2024**

Marena Lertch, Deputy Director of Field Services, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.9 **Consideration to AWARD A SOLE SOURCE CONTRACT to GE Digital LLC, San Ramon, CA in the Amount of $71,192.88 for the Annual Software Maintenance Renewal for the Water Supervisory Control and Data Acquisition (SCADA) through June 30, 2024**

Marena Lertch, Deputy Director of Field Services, Aurora Water / Hanosky Hernandez, Senior Assistant City Attorney

10.a.10 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Combined Systems Inc., Jamestown, PA in the Amount of $67,002.41 for Less Lethal Munitions, Chemical Gas, Impact, Breaching, NFDD (Noise Flash Diversionary Devices) and Training**

Matt Brukbacher, Police Lieutenant, Police / Hanosky Hernandez, Senior Assistant City Attorney

10.a.11 **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Colorado Petroleum, Denver, Colorado in the Not-to-Exceed Amount of $120,000.00 for Vehicle Lubricants, Greases, and Liquids as Required by Fleet Services through July 31, 2024**

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Ron Forrest, Fleet Manager, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

10.a.12 **Consideration to AWARD A SINGLE SOURCE CONTRACT to Intermountain Sales Inc., Englewood, Colorado in the Amount of $135,134.70 for an E.H. Wachs Custom Service Body with Valve Turner and Vacuum Excavation System**

Ron Forrest, Fleet Manager, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

10.a.13 **Consideration to AWARD A SINGLE SOURCE CONTRACT to L.L. Johnson Distributing Company, Denver, Colorado, in the Amount of $203,000.00 for Toro Brand Repair Parts and Service as Required by PROS/Golf and Fleet Services through June 30, 2024**

Ron Forrest, Fleet Manager, Public Works / Hanosky Hernandez, Senior Assistant City Attorney

10.b. **Planning Matters**

10.c. **Appointments to Boards and Commissions**

10. c.1 **Consideration to Appoint One (1) Member to the Library Board**

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

10. c.2 **Consideration to Appoint One (1) Member to the Aurora Commission for Older Adults**

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

10. c.3 **Consideration to Appoint One (1) Member and Reappoint Three (3) Members to the Metro Water Recovery District Board**

Marshall Brown, General Manager of Aurora Water / Ian Best, Assistant City Attorney

Motion by Coombs, second by Marcano to approve the consent calendar for motions, items 10.a.1 through 10.c.3.

Voting Aye: Mayor Coffman, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. CONSENT CALENDAR – RESOLUTIONS AND ORDINANCES

11.a **Resolutions**

- ***The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.***

11.a.1 **Purchase and Sale Agreement for New Brantner Extension Ditch Shares**

R2023-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONTRACT TO BUY AND SELL REAL ESTATE INCLUDING BOTH WATER RIGHTS AND REAL PROPERTY BETWEEN THE CITY OF AURORA AND TAMMARA LOCKETT

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

11.a.2 **Aquatic Nuisance Species Prevention**

R2023-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, THE CITY OF COLORADO SPRINGS, BOARD OF WATER WORKS OF PUEBLO COLORADO, PUEBLO WEST METROPOLITAN DISTRICT AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

11.a.3 **Water Appropriation Delegation**

R2023-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S INTENT TO ACT BY AND THROUGH ITS UTILITY ENTERPRISE TO APPROPRIATE WATERS OF THE STATE OF COLORADO

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, Senior Assistant City Attorney

11.a.4 **Oil and Gas Lease with Civitas Resources T3S R65W Section 31**

R2023-57 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH CRESTONE PEAK RESOURCES WATKINS HOLDINGS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING 4.2305 ACRES.

Jeffrey S. Moore, Manager of Oil and Gas, Planning and Development Services / Dave Scott, Assistant City Attorney

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Outside speakers: Dan Harrington and Natalie Ehlers, Civitas Resources

11.a.5 **Dam East Special Improvement District – Refund of Excess Proceeds**

R2023-58 A RESOLUTION CONCERNING THE REFUND TO HOMEOWNERS OF EXCESS FUNDS HELD FOR THE ACCOUNT OF DAM EAST SPECIAL IMPROVEMENT DISTRICT NO. 2010-1, AUTHORIZING THE GIVING OF NOTICE OF SUCH REFUND AND PROVIDING FOR HOMEOWNERS TO HAVE THE OPTION OF EITHER RECEIVING SUCH REFUND OR DIRECTING IT TO BE PAID TO THE DAM EAST HOMEOWNERS' ASSOCIATION, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

11.a.6 **Unified Forensic Laboratory (UFL) Crime Lab Name Change**

R2023-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE NAME CHANGE OF THE "UNIFIED METROPOLITAN FORENSIC CRIME LABORATORY" TO THE "UNIFIED FORENSIC LABORATORY."

Sponsor: Mike Coffman, Mayor

Art Acevedo, Chief of Police / Pete Schulte, Public Safety Client Group Manager, City Attorney

11.a.7 **Resolution Regarding City Council and Manager Form of Governance**

R2023-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING ITS CONTINUED SUPPORT FOR THE CITY COUNCIL/MANAGER FORM OF CITY GOVERNANCE, AS CURRENTLY PROVIDED FOR IN THE CITY CHARTER

Jack Bajorek, Deputy City Attorney / Dan Brotzman, City Attorney

11.b **Finalizing of Ordinances**

11.b.1 **56th Avenue Street Vacation**

2023-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR 56TH AVENUE, LOCATED BETWEEN NORTH PICADILLY ROAD AND NORTH TIBET STREET, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (56TH AVENUE STREET VACATION).

Stephen Gubrud, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

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Motion by Marcano, second by Sundberg to approve the consent calendar for resolutions and ordinances items 11.a.1 through 11.b.1.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12. PUBLIC HEARINGS

12.a. Aurora Crossroads Metropolitan Districts Nos. 1 and 2 First Amendment to Amended and Restated Service Plan and Intergovernmental Agreement

R2023-61 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR AURORA CROSSROADS METROPOLITAN DISTRICT NOS. 1-2 AND APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE DISTRICTS

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff provided a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Coombs, second by Lawson to approve item 12.a.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

13. INTRODUCTION OF ORDINANCES

13.a. 2023 Fleet Lease – Purchase Financing

2023-14 FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT DURING THE 2023 FISCAL YEAR PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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Teresa Sedmak, City Treasurer, provided a summary of the item.

Motion by Coombs, second by Medina to approve item 13.a.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

13.b. **Amending Sections of the Code Pertaining to Human Habitation of Dwelling Premises**

2023-15 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 22-567 AND ADDING SECTION 22-610 TO THE CITY CODE PERTAINING TO HUMAN HABITATION OF DWELLING PREMISES

Sandra Youngman, Manager, Code Enforcement Division / Angela Garcia, Senior Assistant City Attorney

Sandra Youngman, Manager of the Code Enforcement Division, provided a summary of the item.

CM Marcano thanked staff for their work on this item. He emphasized that tying up the habitability requirements is a really important task for the City to accomplish so that these issues can be dealt with sooner than later.

Motion by Marcano, second by Jurinsky to approve item 13.b.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

13.c. **Amending Sections of the City Code Pertaining to Urinating or Defecating in a Public Place**

2023-16 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF THE CITY CODE PERTAINING TO URINATING OR DEFECATING IN A PUBLIC PLACE

Sponsor: Danielle Jurinsky, Council Member

Pete Schulte, Public Safety Client Group Manager

Pete Schulte, Public Safety Client Group Manager, provided a summary of the item.

CM Jurinsky thanked the Aurora Police Department that worked effortlessly to resolve the property issue as well as the staff noted in the previous item. She explained the relation between ordinances discussed in item 14.a and 14.b. She mentioned that in Aurora, an elderly lady passed away in her home, and her family member left her body in a sleeping bag for days while allowing transient individuals to move in. With the water shut off due to unpaid bills, the occupants resorted to using neighboring

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yards and the front yard as bathrooms, even with children present. The police were limited in their ability to address the situation.

CM Marcano added and acknowledged that the problem they faced was the lack of swift action from the Aurora Police Department due to the absence of appropriate laws in the City Code. This issue negatively impacted the community as situations escalated. However, they express optimism that the new measures being discussed will address these concerns and prevent similar issues in the future.

Motion by Jurinsky, second by Marcano to approve item 13.c.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14. FINALIZING OF ORDINANCES

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15. ANNEXATIONS

15.a. Overlook at King's Point South Annexation

R2023-62 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Overlook at Kings Point South) 19.937 ACRES.

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Staff provided a summary of the item.

Motion by Sundberg, second by Lawson to approve item 15a.

Voting Aye: Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

16. RECONSIDERATIONS AND CALL UPS

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17. **GENERAL BUSINESS**

18. **REPORTS**

18.a. **Report by the Mayor**

Mayor Coffman shared his experience of doing a ride along with Animal Control Officer Julie Martinez. They encountered various situations, including a fox stuck in a window well, a dead raccoon, and a house with multiple puppies, one of whom was very ill. The most notable case mentioned was a townhome where hoarding led to the discovery of 130 cats, some of whom were dead or ill. The situation required a two-day effort to remove the cats and address the health concerns.

Mayor Coffman reminded everyone about the upcoming Memorial Day Weekend and announced the Annual Colorado Remembers Ceremony at the Colorado Freedom Memorial on Saturday, May 27th. The event includes a free pancake breakfast from 8:00 to 10:00 a.m., the Colorado Remembers program from 10:00 to 11:00 a.m., and static displays of military equipment and memorial tours from 11:00 a.m. to 1:00 p.m. Attendees are advised to bring their lawn chairs as seating may be limited.

18.b. **Reports by the Council**

CM Lawson provided a legislative update for the Federal State Intergovernmental Relations Committee, noting that the Colorado legislative session concluded with a total of 620 bills introduced. The Governor has until June 7th to take action on these bills. The FSIR Committee will have an end-of-session report on state legislative activities at their June 16th meeting and a presentation from Adams County. Additionally, Aurora Water representatives recently traveled to Washington D.C. to discuss city water priorities with the federal delegation. She also expressed gratitude for attending the Annual Police Memorial, emphasizing the importance of recognizing and appreciating the sacrifices made by police officers in Aurora and throughout the state.

Mayor Pro-Tem Gardner expressed concerns about a proposal that was made public the previous week, which aims to significantly change the government structure. They criticize a group called "Term Limits for a Better Aurora" for misleading the public by using only four lines in a 13-page document to discuss term limits, despite the existing term limits already in place. He hoped his colleagues would not support this effort and that residents would not sign the petition or vote in favor of it if it reached the ballot. He also expressed gratitude to his colleagues for unanimously supporting and reaffirming the Council-Manager form of government.

CM Jurinsky shared her attendance at an Armed Forces luncheon that honored current members of the Armed Forces. She provided a reminder about the upcoming At-Large Town Hall scheduled for June 15th at 6:00 p.m. at the People's Building on East Colfax Avenue. The topics to be discussed during the town hall include the budget, the consent decree, and general updates.

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CM Murillo expressed gratitude for two local initiatives. The first is the Rebel Marketplace, a farmers market held at Del Mar Park near the Aurora Center for Active Adults. The marketplace takes place on the first and third Saturdays of each month and supports a local food ecosystem. The founder, James, is a micro farmer of color in Aurora, and many vendors at the marketplace are from the BIPOC community, offering a variety of goods and naturally sourced ingredients. The second initiative is a master urban gardening class organized by a constituent in the 810 and 811 zip codes. This class aims to strengthen the local food ecosystem and encourages individuals to garden in their backyards or support community gardens with Denver Urban Gardens. She encouraged everyone to attend these events and participate in fostering a thriving local food system.

CM Sundberg shared various updates. He mentioned exciting but confidential entertainment ideas in Ward II, their attendance at the Armed Force's recognition luncheon, and the experience of their basement flooding due to heavy rain. He highlighted the importance of a sump pump and note the rise in reservoir levels and damage caused by flooding at Cherry Creek. He addressed the ongoing drought despite CM Jurinsky's lack of optimism. He also mentioned attending a Salvation Army event, wherein they had an open house and discussed great plans they do for the city, attending an Open Space Advisory Board meeting with CM Marcano and the Jewel Wetlands, and attending the Police and Law Enforcement Memorial.

CM Medina announced their upcoming Council meeting on Wednesday, June 7th at 6:30 p.m. at the Active Adult Center. He mentioned that the Planning Department will be present to discuss the development occurring at Center Point, as well as other developments happening in their Ward.

CM Marcano shared his recent attendance at the 2023 Asian American Hero of Colorado Award Ceremony held in Ward IV. He congratulated this year's honorees and expressed gratitude to both the current and previous awardees for enriching the city and state. He also thanked Mayor Pro-Tem Gardner for organizing a press conference and appreciate the support from colleagues, both present and past, in standing together to oppose a dark money organization's deceitful attempt to influence the ballot. He also announced the next Ward IV meeting, scheduled for Thursday, June 8th, at Colorado Early Colleges. The meeting will feature a recap of the 2023 legislative session, followed by an open Q&A session on legislative and city matters, and he encouraged everyone to attend.

Council Member Coombs addressed the Strong Mayor ballot proposal and shared an example of dishonesty in the signature collection process. She urged everyone to pay close attention and question why there is a need for dishonesty. She reiterated Council Member Sundberg's concerns about the high-water levels at Cherry Creek Reservoir and mentions receiving inquiries about the reservoir's water release. She discussed their recent town hall meetings on the budget, public safety, and the Youth Violence Prevention Program, expressing gratitude for the attendees' thoughtful engagement. She also mentioned attending the Asian American Hero Award ceremony, the Police Memorial, the Aurora Youth Water Festival, and a lobbying workshop. She then

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announced the upcoming public hearing for the Charter Review Ad Hoc Committee, focusing on public safety provisions.

19. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

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CITY OF AURORA
Council Agenda Commentary

Item Title: Project Reimbursement Agreement between Aerotropolis Regional Transportation Authority (ARTA) and City of Aurora - 38th Ave. Himalaya Rd. to Odessa St. (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special Distict Administrator, Development Services / Michelle Gardner, Sr. Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 4/6/2026

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 3/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Aerotropolis Regional Transportation Authority ("ARTA") was organized pursuant to the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams (the "County"), the City of Aurora (the "City") and the Aerotropolis Area Coordinating Metropolitan District ("AACMD"), dated February 27, 2018 (the "Establishing Agreement") and the Regional Transportation Authority Law, Section 43-4-601, et seq., C.R.S. ARTA was organized for the general purposes of constructing, or causing to be constructed, a Regional Transportation System as described in the Establishing Agreement and its Exhibit A (the "Regional Transportation System"), consistent with the detailed phasing plan and budget attached to the Establishing Agreement as Exhibit D (the "Capital Plan"). ARTA is also authorized to contract with other parties for completion of the Regional Transportation System.

The City has caused the completion of a portion of ARTA's Regional Transportation System via the 38th Avenue Reimbursement Agreement with Majestic Commercenter approved by City Council in 2025 by Resolution #2025-44. That Project is the "38th Avenue (Himalya Rd. to Odessa St.)". The Project consisted of design and construction of two east bound lanes of 38th Avenue from Himalaya Rd. on the west to Odessa St. on the east.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The requested agreement will authorize the City to receive up to $5,605,051 from ARTA on a reimbursement basis. The City has caused the construction of an ARTA Project named 38th Avenue (Himalaya Road to Odessa Street), and ARTA has agreed to reimburse the City for the costs incurred to complete the Project.

The City is required to provide a written report to ARTA detailing the construction costs for the Project including an invoice for the reimbursement amounts. ARTA shall pay the City within 60 days following receipt of the reimbursement request invoice.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

$5,605,051 is the maximum reimbursement amount.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support moving forward this IGA and resolution to the next Regular City Council Meeting for consideration of approval?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (Rulla)

RESOLUTION NO. R2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY (ARTA) FOR PROJECT REIMBURSEMENT
(38th Avenue – Himalaya Road to Odessa Street)

WHEREAS, the City of Aurora, Colorado ("City"), and the Aerotropolis Regional Transportation Authority ("ARTA"), as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, et seq., C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, ARTA was organized in accordance with 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), consistent with the detailed phasing plan and budget attached to the Establishing Agreement as Exhibit D (as the same may be amended or revised, the "Capital Plan"); and

WHEREAS, in consideration of the City undertaking the completion of certain improvements on 38th Avenue between Himalaya Road to Odessa Street, which are part of the Regional Transportation System Improvement (the "Project"), and as further defined in the intergovernmental agreement between the parties, ARTA has agreed to reimburse the City for its' actual Project costs incurred; and

WHEREAS, the parties agree that ARTA will reimburse the City for the actual Project costs in the amount of five million six hundred and five thousand and fifty-one ($5,605,051); and

WHEREAS, on November 12, 2025, ARTA's Board conditionally approved the intergovernmental agreement between the parties, through a resolution, for the actual Project cost reimbursement amount to the City contingent upon Aurora City Council's approval by resolution of the same intergovernmental agreement; and

WHEREAS, the Parties have, individually, determined it to be in their interests and the interests of their respective constituents and taxpayers, as applicable, to enter into the intergovernmental agreement in order to facilitate the timely, full completion of the Project as set forth in the intergovernmental agreement; and

WHEREAS, Section 10-12 of the City Charter authorizes the City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

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

Section 1. The Intergovernmental Agreement Between the City of Aurora and the Aerotropolis Regional Transportation Authority (ARTA) for Project Reimbursement (38th Avenue – Himalaya Road to Odessa Street) is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the intergovernmental agreement between the City of Aurora and the Aerotropolis Regional Transportation Authority on behalf of the City in substantially the form presented at this meeting and with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

AGREEMENT REGARDING PROJECT COMPLETION AND REIMBURSEMENT
(38th Avenue – Himalaya Road to Odessa Street)

THIS AGREEMENT REGARDING PROJECT COMPLETION AND REIMBURSEMENT (this "Agreement") is made and entered into effective the ____ day of _____, 2025 (the "Effective Date"), by and between **AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**, a political subdivision and body corporate of the State of Colorado ("**ARTA**") formed pursuant to the Regional Transportation Authority Law, Sections 43-4-601, *et seq*., C.R.S. (the "**RTA Law**"), and **CITY OF AURORA, COLORADO**, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas (the "**City**"). ARTA and the City may be referred to collectively herein as the "**Parties**" and individually as a "**Party**."

RECITALS

A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

B. ARTA was organized in accordance with 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), consistent with the detailed phasing plan and budget attached to the Establishing Agreement as Exhibit D (as the same may be amended or revised, the "**Capital Plan**").

C. The City has undertaken or will cause to be undertaken, on the condition that ARTA agrees to reimburse City for costs incurred, the completion of certain improvements which are part of the Regional Transportation System Improvement (the "**Project**," as further defined herein).

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

E. ARTA previously issued general obligation bonds in 2019, 2021, and 2024, and expects to issue several additional series of bonds or other financial obligations in a time frame which allows ARTA to fund improvements consistent with the phasing set forth in its Capital Plan, including the Project (the "**ARTA Bonds**").

F. The Parties have, individually, determined it to be in their interests and the interests of their respective constituents and taxpayers, as applicable, to enter into this Agreement in order to facilitate the timely, full completion of the Project as set forth herein.

G. In furtherance of the purposes set forth herein, the Parties desire to enter into this Agreement to set forth their understanding regarding the undertaking and completion of 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 those components of the Regional Transportation System more particularly described and detailed in **Exhibit A** to this Agreement.

3. Initial Funding and Completion of Project.

3.1 City's Undertaking. In consideration of ARTA's reimbursement obligation set forth in Section 4 below, the City agrees that it has or will in good faith using commercial best efforts undertake or cause to be undertaken to completion in its entirety the Project; provided, failure by the City to complete the Project shall not constitute a breach of this Agreement so long as the City pursues completion with reasonable efforts and due diligence. The City, in coordination with any other applicable entities, as necessary, and not ARTA, shall be primarily responsible for facilitating, overseeing, and completing the Project.

3.2 Cost Reimbursement. ARTA agrees to reimburse the City for the actual construction costs of the Project consistent with this Agreement. ARTA's financial contribution toward the costs of the Project will be funded as a reimbursement to the City as provided in Section 4 of this Agreement. ARTA is not obligated pursuant to this Agreement to credit, reimburse or otherwise compensate the City for any planning, design or construction unrelated to the Project.

3.3 ARTA's Limited Responsibility for Project After Completion. The Parties understand and agree, consistent with the Establishing Agreement, that ARTA shall not have any long-term ownership, operation or maintenance responsibility for the Project after completion pursuant to this Agreement.

4. ARTA Reimbursement Obligation. ARTA agrees to reimburse the City for all actual construction costs incurred by or on behalf of the City to complete the Project or portions thereof as set forth below.

4.1 Specific Cost Allocations. ARTA agrees to reimburse the City for costs actually incurred to undertake the planning, design, and construction and/or completion of the Project or portions thereof (the "**Actual Project Costs**").

4.2 Reimbursement Request. During construction of the Project or portions thereof, but no more frequently than monthly, the City shall provide a written report to ARTA detailing the Actual Project Costs incurred to date for construction of the Project or portion thereof along with an invoice to ARTA for reimbursement to the City of such Actual Project Costs incurred (each a "**Reimbursement Request**"). Each Reimbursement Request shall include a certification of an independent professional engineer, of ARTA's choosing, certifying that such Actual Project Costs are (1) construction costs actually incurred by or on behalf of the City for the Project, and (2) reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area. ARTA agrees that it will bear the cost of obtaining the foregoing certification(s) separate and apart from the Actual Project Costs to be reimbursed by ARTA.

4.3 Payment of Reimbursement Request. ARTA shall, within sixty (60) days following its receipt of a Reimbursement Request, pay to the City funds in the amount of the Actual Project Costs set forth in the Reimbursement Request.

4.4 Maximum Reimbursement Amount. Under all circumstances, ARTA's reimbursement to the City for Actual Project Costs shall not exceed five million six hundred and five thousand fifty-one dollars ($5,605,051) (the "**Maximum Reimbursement Amount**"). In the event the Actual Project Costs exceed the foregoing Maximum Reimbursement Amount for any reason, ARTA shall not have any obligation whatsoever to identify, obtain, appropriate or otherwise pay to the City or any other entity any additional funds beyond the Maximum Reimbursement Amount, it being the Parties' understanding that under such circumstances the City or other third parties will responsible for funding the remainder of the Project. In the event the Actual Project Costs do not amount to the Maximum Reimbursement Amount for any reason, ARTA shall be obligated to reimburse the City only for the Actual Project Costs in the amount actually incurred.

5. Communication; Reports; Accounting. The City, or its project manager or other agent(s), shall keep accurate records of the progress of the Project and shall provide status reports to ARTA, or its designee, on a regular basis (at a minimum, quarterly). 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 planning, design and construction of the Project and any portion(s) thereof, 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. The City shall maintain or cause to be maintained full and complete records of actual costs incurred and funds committed and expended for actual costs associated with the Project in accordance with generally accepted accounting principles. ARTA shall have the right to audit the City'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 ARTA to the City 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 Actual Project Costs as set

forth herein, 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 Actual Project Costs 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 Actual Project Costs under this Agreement due to any action of the City 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 either of the Parties within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation of either of the Parties, and the issuance of bonds or other obligations, appropriation and expenditure of funds for the Project, and the making of any reimbursement hereunder shall be at all times subject to the annual appropriations by each Parties' respective Board of Directors. ARTA may reimburse the City, consistent with the provisions of this Agreement, with any legally available funds of ARTA.

8. Project Responsibility; Contractors. Any and all contractors contracted by the City or another entity to complete any portion of the Project at any time shall be the contractors and/or agents of the City or such other entity, respectively, only, and shall not be considered or interpreted to be contractors or agents of ARTA.

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 the City of all amounts owed by ARTA to the City 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 their commercially reasonable and good faith efforts, the Parties are unable to resolve any such reasonable objection within thirty-five (35) days after the date that 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 the Parties 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, 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 City:	City of Aurora Public Works Department Attention: Cathleen Valencia Project Delivery Services Manager 15151 E. Alameda Parkway, Suite 3200 Aurora, Colorado 80012 Phone: (303)739-7337 Email: cvalenci@auroragov.org
With copies to:	City of Aurora, City Attorney's Office 15151 E. Alameda Parkway, Suite 5300 Aurora, Colorado 80012 Phone: (303)739-7030

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. Except as expressly permitted under this Agreement, none of the Parties hereto may assign any of their rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in each Party'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 the Parties or their respective 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 elected official, director, officer, agent or employee of any 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.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

Approved unanimously by vote of the Board of Directors of the Aerotropolis Regional Transportation Authority on November 12, 2025.

AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY,
a political subdivision and body corporate of the State of Colorado formed pursuant to C.R.S. Section 43-4-601

/s/: _____

Name: Matthew Hopper

Title: President

CITY OF AURORA, COLORADO
a home rule municipal corporation
of the Counties of Adams, Arapahoe and Douglas

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____
Kadee Rodriguez, City Clerk

Approved as to legal form:

_____
Brian Rulla, Assistant City Attorney

EXHIBIT A
DESCRIPTION OF THE PROJECT

Identification of the following "Project" as used in the foregoing agreement and below, does not in any way alter or amend the identification or scope of the Regional Transportation System Improvements as set forth in the Establishing Agreement.

Project Name	**Project Description**
38th Avenue (Himalaya Road to Odessa Street)	Design and construction of the two east bound lanes of the right-of-way of 38th Avenue from Himalaya Road on the west to Odessa Street on the east, located in the City of Aurora, Colorado, including, but not limited to: (1) two paved lanes comprising 38th Avenue (inclusive of any tie-ins to existing roadways or tapers or transitions segments); (2) all adjacent curb, gutter, sidewalks, and ½ of the median; (3) all grading, stormwater improvements (inclusive of box culverts where applicable), landscaping and irrigation, retaining walls (if necessary), signage, site utilities and electrical, traffic and pedestrian safety improvements (inclusive of traffic signals); and (4) all other capital public improvements necessary to complete the four lanes of such segment of 38th Avenue.

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with City of Centennial for E Smoky Hill Road Maintenance 2026 (Resolution)
Item Initiator: Marc Tamburro, Deputy Director – Public Works
Staff Source/Legal Source: Marc Tamburro, Deputy Director – Public Works; Michelle Gardner – Assistant Attorney Civil Senior
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 4/6/2024

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Marc Tamburro, Deputy Director, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 3/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This is a reimbursement for maintenance IGA where City of Centennial will be paving a 480 foot segment of E Smoky Hill Road in Aurora that abuts the 2026 mill and overlay work area of the City of Centennial. This segment is on E Smoky Hill Road between E Wagontrail Parkway and S Richfield Street. The City of Centennial is doing mill and overlay work along E Smoky Hill Road and proposed adding this small segment that shows a lower PCI than the area to the West and will be noticeably worse than the portion in the City of Centennial that is being improved this year. Allowing this segment will provide for a smooth transportation transition between the two cities.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

48002 $ 250,000
Will be paid for from the Transportation Maintenance Fund.

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council support moving this IGA and resolution to the April 20th Regular Meeting agenda for consideration of approval?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
THE CITY OF CENTENNIAL
REGARDING E. SMOKY HILL ROAD
(MILL AND OVERLAY REIMBURSEMENT)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective as of the last date it is executed (the "Effective Date"), by and between the **CITY OF AURORA, COLORADO**, a home rule municipal corporation in the Counties of Adams, Arapahoe and Douglas, State of Colorado ("Aurora"), and the **CITY OF CENTENNIAL**, a Colorado home rule municipal corporation ("Centennial"). Aurora and Centennial may be collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Parties desire to cooperatively participate in completing mill and overlay maintenance work on E. Smoky Hill Road that traverses through both Parties' jurisdictions as further depicted on **Exhibit A**; and

WHEREAS, Centennial has contracted with Martin Marietta Materials, Inc. to complete rehabilitation work including mill and overlay operations along E. Smoky Hill Road; and

WHEREAS, in order to facilitate the completion of the rehabilitation work on E. Smoky Hill Road, including milling and overlay, Centennial is willing to fund, and Aurora is willing to reimburse Centennial, for the mill and overlay maintenance work on E. Smoky Hill Road between E. Wagontrail Parkway and S, Richfield Street (as used herein, the "Project"); and

WHEREAS, the Parties, and their respective residents, constituents, taxpayers, and customers, will benefit from the road maintenance improvements resulting from this joint Project; and

WHEREAS, the Parties desire to enter into this intergovernmental agreement ("Agreement") in order to set forth their mutual understanding and agreement regarding completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. PROJECT IMPLEMENTATION.

A. The Project. The "Project," as defined and used herein, shall be the mill and overlay of E. Smoky Hill Road between E, Wagontrail Parkway and S Richfield Street. The Project will mill and overlay a 480-foot section of E. Smoky Hill Road, all as generally depicted in the Project overview attached hereto as **Exhibit B** and incorporated by reference herein.

B. Project Implementation and Funding. The Parties understand and agree that the Parties' financial contributions toward the costs of the Project will be funded as provided in Section 3 of this Agreement.

C. Anticipated Completion of Project. Centennial will use reasonable efforts to complete the Project by its anticipated schedule. No failure by Centennial to complete the Project as it is currently scheduled, shall constitute a breach of this Agreement so long as Centennial pursues completion of the Project with reasonable efforts and due diligence.

3. PROJECT CONTRIBUTIONS.

A. Project Costs. "Project Costs" means the actual costs incurred by Centennial for design, construction, and completion of the Project. Centennial has appropriated sufficient funds for the Project Costs.

B. Allocated Shares of Estimated Project Costs. Aurora agrees to pay to Centennial a one-time reimbursement payment towards completion of the Project not to exceed two hundred fifty thousand dollars ($250,000) (the "Aurora Contribution"), for which it has budgeted and lawfully appropriated sufficient funds for the current fiscal year. Centennial shall provide an invoice to Aurora for documented Project Costs incurred, and Aurora shall reimburse Centennial the invoiced amount for its Aurora Contribution within 60 days.

C. Use of Contribution Funds and Accounting. Centennial expressly agrees that Aurora Contribution funds shall only be used for the limited purpose of funding actual Project Costs relating to work performed in Aurora's jurisdiction. Centennial shall maintain or cause to be maintained full and complete records of actual Project Costs incurred and funds committed and expended by Centennial for actual Project Costs in accordance with generally accepted accounting principles. Aurora shall have the right to audit Centennial's financial records related to the Project during the Project and up to three (3) years after completion of the Project.

D. Payment Not Conditioned on Immaterial Breach. Aurora's Contribution shall not be withheld, delayed, or reduced due to any failure by Centennial to perform

administrative or reporting obligations under this Agreement that does not materially affect the Project or Aurora's ability to verify eligible Project Costs. In the event Aurora believes Centennial is not in compliance with any provision of this Agreement, the Parties agree to cooperate to resolve any disputes in this Agreement. Further, Aurora shall provide written notice to Centennial describing the alleged noncompliance, and Centennial shall have a reasonable opportunity, not less than thirty (30) days, to cure such noncompliance before Aurora may withhold any reimbursement amount.

4. ANNUAL APPROPRIATIONS. It is expressly understood and agreed by the Parties, as political subdivisions of the State of Colorado, that any and all financial obligations described hereunder, including but not limited to the Aurora Contribution and the Centennial Contribution, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-year fiscal obligations thereof. Each of the Parties may, in its sole discretion, utilize any funds lawfully available to it to fund its contribution(s) set forth herein.

5. COMPLETION OF IMPROVEMENTS; OWNERSHIP AND MAINTENANCE. All improvements, facilities and appurtenances associated with the Project, if any, will be owned, operated and maintained by Aurora. Nothing herein shall be construed as granting to any entity other than the Parties any rights, property or otherwise, in the Project, or any improvements, facilities and appurtenances associated with the same.

6. INSURANCE. Centennial shall require that any and all contractor(s) performing work for the Project obtain and maintain appropriate insurance in customary industry amounts. The insurance policies required under this Section shall include naming Aurora and its employees and agents as additional insureds and Centennial will provide a copy of the certificate of insurance prior to any work being performed within Aurora's jurisdictional boundaries.

7. TERM OF AGREEMENT AND TERMINATION. This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the earlier of: (1) payment in full by Aurora for the Aurora Contribution to Centennial-and completion and close of the Project; or (2) mutual termination by the Parties.

8. MISCELLANEOUS.

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the other Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective 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., and any other applicable law.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable 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.

G. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to Centennial:

City of Centennial
Public Works Director
7272 S. Eagle St.
Centennial, CO 80112

With a copy to:
City of Centennial
City Attorney's Office
13133 E. Arapahoe Rd.
Centennial, CO 80112

If to Aurora:

City of Aurora
Public Works Director
15151 E. Alameda Parkway, Suite 3200
Aurora, CO 80012

With a copy to:
City of Aurora
City Attorney's Office
15151 E. Alameda Parkway, Suite 5300

Aurora, CO 80012

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

H. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

L. Entire Contract. Except for the Design IGA, this Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Except for the Design IGA, any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

M. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[signature pages follow]

CITY OF AURORA, COLORADO

By: _____ Dated: _____
Mike Coffman, Mayor

Attested:

_____
Kadee Rodriguez, City Clerk

Approved as to Form:

_____
Michelle Gardner, Sr. Assistant City Attorney

CITY OF CENTENNIAL, COLORADO

By: _____ Dated: _____
Matt Sturgeon, City Manager

Attested:

_____
Christina Lovelace, City Clerk

Approved as to Form:

_____
Marshall Keith Martin, Sr. Assistant City Attorney

EXHIBIT A


2020
WORK
480'
E Smoky Hill Rd
E Bellewood Cir
E Belleview Pl
E Progress Cir N
S Richfield St
2026
WORK
Google Maps

EXHIBIT B


E Wagontrail Pkwy
E Bellewood Cir
480
E Bellewood Cir
E Smoky Hill Rd
E Smoky Hill Rd
S Richfield St
E Belleview Pl
E Progress Cir N

RESOLUTION NO. R2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CENTENNIAL REGARDING EAST SMOKY HILL ROAD (MILL AND OVERLAY REIMBURSEMENT)

WHEREAS, the City of Aurora, Colorado ("Aurora"), and the City of Centennial ("Centennial"), collectively referred to herein as "the Parties", as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, Centennial has contracted with Martin Marietta Materials, Inc. to complete rehabilitation work including mill and overlay operations along E. Smoky Hill Road; and

WHEREAS, the Parties desire to cooperatively participate in completing mill and overlay maintenance work on E. Smoky Hill Road that traverses through both Parties' jurisdictions, as further depicted on Exhibit A of the Intergovernmental Agreement Between the City of Aurora and the City of Centennial Regarding East Smoky Hill Road (Mill and Overlay Reimbursement) ("Agreement"); and

WHEREAS, in order to facilitate the completion of the rehabilitation work on E. Smoky Hill Road, including milling and overlay, Centennial is willing to fund, and Aurora is willing to reimburse Centennial, for the mill and overlay maintenance work on E. Smoky Hill Road between E. Wagontrail Parkway and S, Richfield Street through Aurora's jurisdiction (the "Project"); and

WHEREAS, the Parties, and their respective residents, constituents, taxpayers, and customers, will benefit from the road maintenance improvements resulting from the Project; and

WHEREAS, the Parties desire to enter into the Agreement in order to set forth their mutual understanding and agreement regarding completion of the Project; and

WHEREAS, Section 10-12 of the City Charter authorizes the City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and the City of Centennial Regarding East Smoky Hill Road (Mill and Overlay Reimbursement) is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Oil and Gas Lease Agreement
Item Initiator: Jeffrey S. Moore, Manager Energy and Environment Division
Staff Source/Legal Source: Jeffrey S. Moore, Manager Energy and Environment Division/David Scott, Assistant City Attorney Senior
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2026-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH CRESTONE PEAK RESOURCES WATKINS HOLDINGS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING APPROXIMATELY 319 NET MINERAL ACRES
Jeffrey S. Moore, Manager of Energy and Environment Division, Planning and Business Development / David Scott, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

This item was presented to Council in Executive Session on Monday, April 6, 2026, and was moved forward without objection.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The city received an unsolicited offer to lease city oil and gas mineral interest in Township 4 South, Range 66 West, section 36. The parcel is approximately 319 acres in size. After initiating a standard 30-day competitive bid process, Crestone Peak Resources was selected as the winning bidder. If approved, there will be no surface access above the minerals, only belowground access to the minerals through horizontal wells. The proposed lease terms are in line with other leases in our area.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

If approved, the lease will provide an immediate income of $639,640 to the General Fund, and an estimated $8-10 million in royalty if the wells are drilled and produce.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve this lease of oil and gas minerals, which will provide significant income to the city.

LEGAL COMMENTS

City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. (City Charter Section 5-1). State statute grants the City the authority to acquire, hold, lease and dispose of property, both real and personal. (C.R.S. 31-15-101(1)(d)). Pursuant to City Code, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all leases and conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. (City Code Section 2-31). (Scott)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Oil and Gas Lease Agreement
Item Initiator: Jeffrey Moore, Manager of Oil and Gas
Staff Source/Legal Source: Jeffrey Moore, Manager of Oil and Gas/Daivd Scott, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 4/20/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

This item was moved from the 4/6 Executive Session and due to financial responsibilities, it is being added to the 4/20 Regular Council Meeting.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Agenda Item Initiator Name

JASON BATCHELOR
Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature Date

Late Submission Approver Signature Date

Discussion of Proposed Oil and Gas Lease

Planning and Business
Development Department

City Council Regular Meeting

April 20, 2026

Jeffrey S. Moore, P.G.
Manager, Energy & Environment Division

We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.

Proposed Lease Parcel

Ward II, near E470 & Hampden Ave

Township: 4 South
Range: 66 West
Section: 36

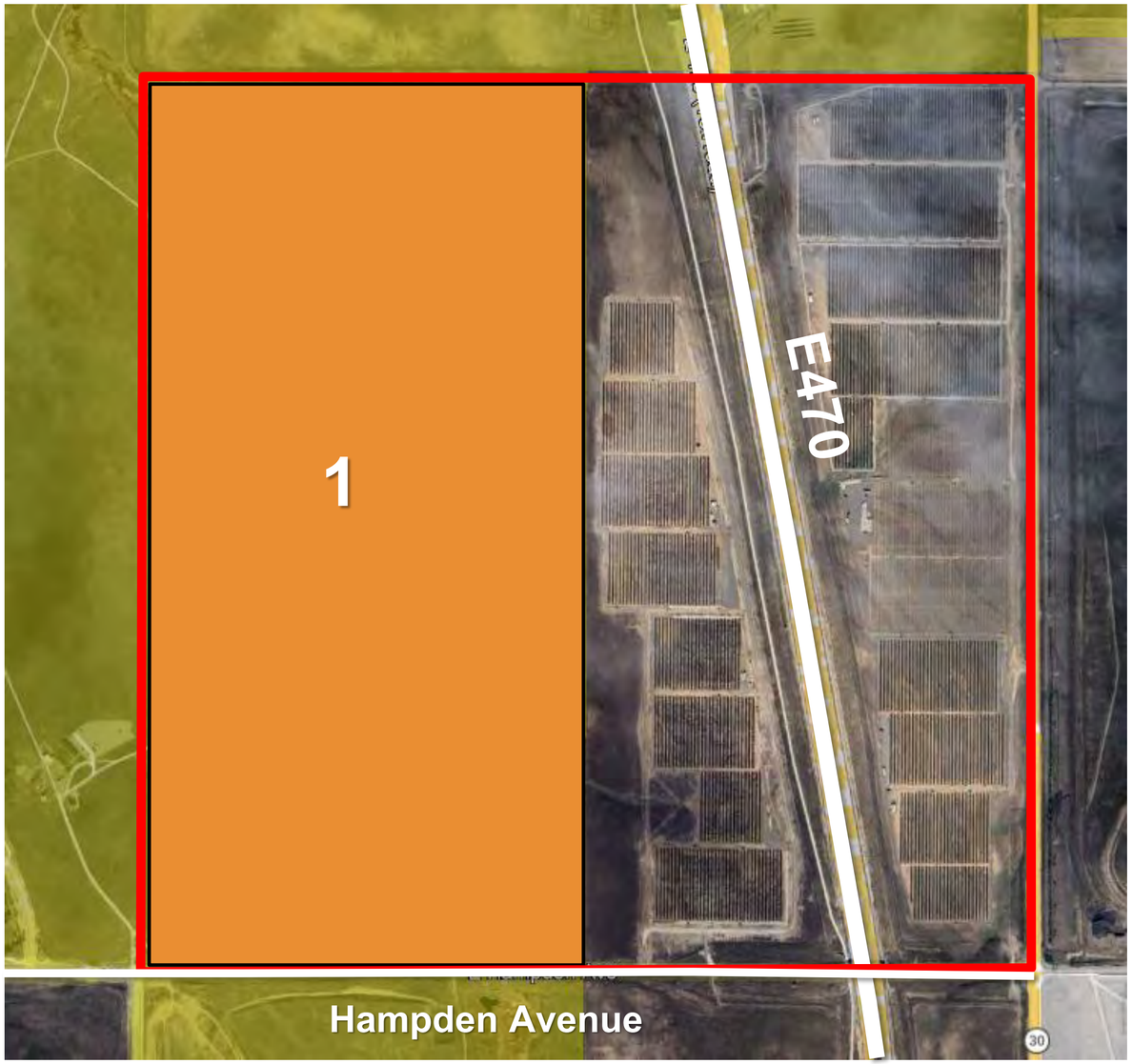
1 parcel

319.82 net mineral acres

City Limits

Section 36

Lease parcel



1/2 Mile

Drilling & Spacing Units (DSU)



DSU = 2,560 acres (4 sections)
City minerals = 319.82 acres / 2,560 acres = 12.49%
Accessed from: State Wilson Well Site (8 wells)

DSU
DSU Extension
Lease Parcel
1 mile
Surface Well Site

Actions Taken

- Received unsolicited offer from Crestone Peak Resources
- Initiated a 30-day competitive bid process
- Proactively emailed 17 Operators and leasing agents who are active in Adams/Arapahoe Counties, and 2 industry groups
- Posted on E&E Division web page
- No other bids received by the deadline of 3/16/2026
- Crestone submitted the only bid:
  - $2,000/acre (upfront bonus)
  - 20% royalty on production
  - 3-year primary term

Lease and Well Site Details

- State Wilson Well Site is part of the approved Lowry Ranch CAP
- Well Site itself is not yet fully approved
- Crestone is waiting for our decision about this lease before moving forward with drilling approvals
- Future Approvals will be from:
  - Arapahoe County (Oil & Gas Permit)
  - ECMC (Oil & Gas Development Plan OGDP)

- Crestone has confirmed leasing of >45% of total minerals in the DSU

Leasing Options

- **Accept offer, sign lease, deposit check**
  - $639,640 lease bonus (check in hand)
  - 20% Royalty from first production
  - Estimated $8 million - $10 million total royalty depending on oil price (Over 20-30 years with >50% in the first 2 years)
  - No surface access or occupancy of the parcels

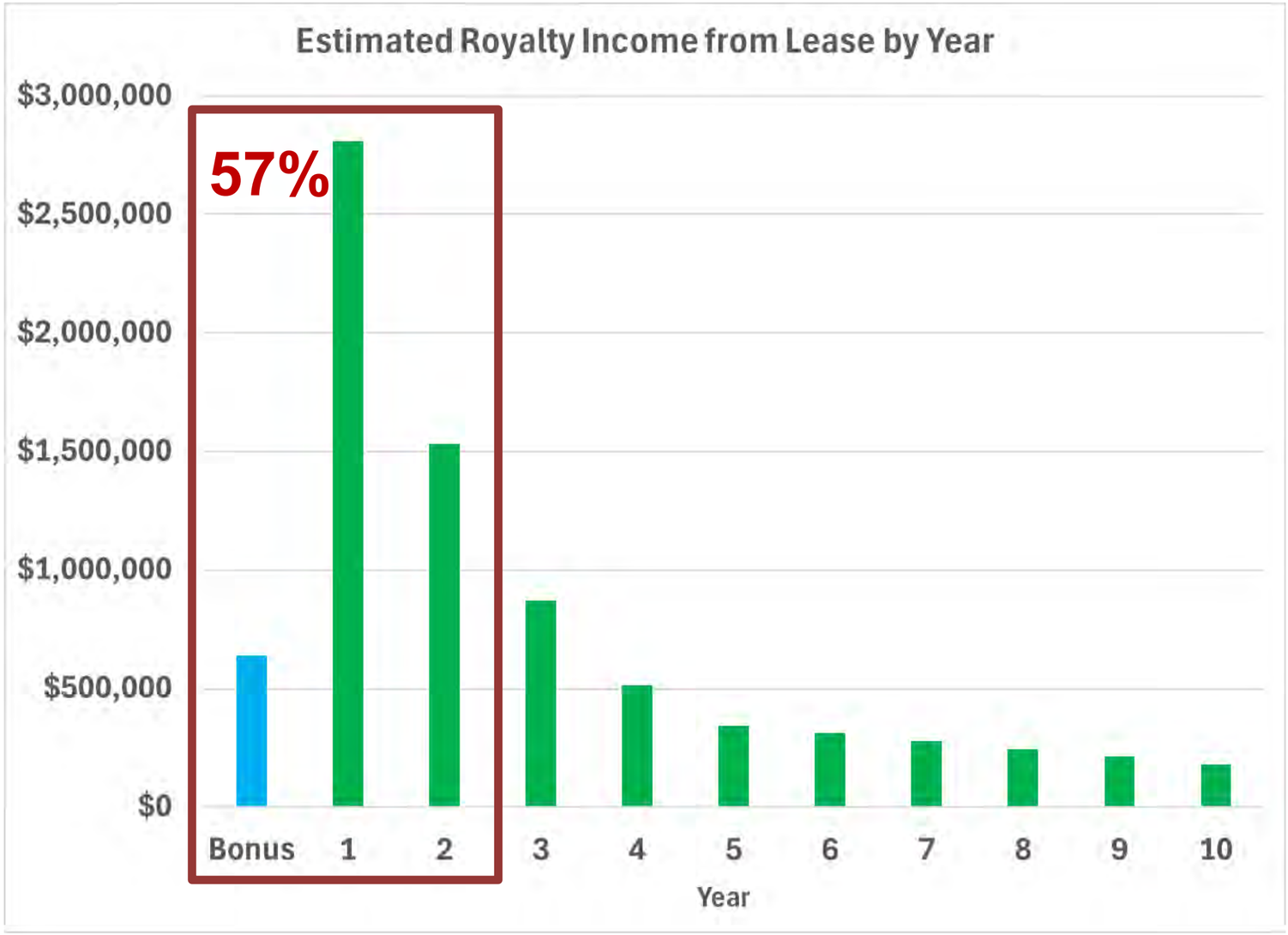


Staff Recommendation

- **Reject offer**
  - No bonus or royalty income to the City
  - Parcel cannot be force-pooled per SB24-185
  - Minerals may not be accessible in the future
  - Decision may impact other mineral owners

- **Negotiate for better terms**
  - Crestone was the sole bidder
  - Royalty rate (20%) is at industry average for our area
  - Bonus ($2,000/NMA) is standard for our area
  - Crestone does not need our minerals to drill

Potential Income by Year



Royalty income is directly correlated with commodity prices

Thank You!

Planning and Business
Development Department

PAID-UP OIL, GAS, & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the _____ day of_____, 2026, between the City of Aurora, Colorado, a municipal corporation, as Lessor (whether one or more), whose address is 15151 East Alameda Parkway, 5th Floor, Aurora, Colorado 80012, and Crestone Peak Resources Watkins Holdings, LLC, as Lessee, whose address is 555 17th Street, Suite 3700, Denver, CO 80202.

1. **Description.** Lessor, in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including Sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including laying pipelines for gathering and/or transportation, subject to the Aurora Oil & Gas Manual, and construction of treating, separating, dehydration, processing or other facilities and, the following described land together with any reversionary rights, riparian rights and after acquired interest therein (the "leased premises") in **Arapahoe** County, **Colorado**, to-wit:

TOWNSHIP 4 SOUTH, RANGE 66 WEST, 6th P.M.
Section 36: 2 Parcels in the W/2 more particularly described as parcels:
1975-36-2-00-001, and 1975-36-3-00-001

Containing **319.82** acres, more or less

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Lease also covers all property acquired by prescription, accretions, and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of **319.82** net mineral acres, whether it actually comprises more or less.

2. **Term of Lease.** This Lease shall be in force for a primary term of **three (3) years** from the effective date of this Lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this Lease is otherwise maintained in effect pursuant to the provisions hereof. This Lease is a "paid-up" Lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment**. Royalties on covered minerals produced and saved from the leased premises and used on the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be **20 percent** of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be **20 percent** of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance, and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting, or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this Lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this Lease in whole or in part, liability for

payment hereunder shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations.** Whenever used in this Lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, Sulphur, or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur, or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this Lease in effect under any other paragraph or provision hereof.

5. **Pooling.**

a) Subject to the restrictions enumerated in Section 5b, below, Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases, or interest, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop, or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases, or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed sixteen hundred (1,600) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. Irrespective of the preceding limits, in no event shall a pooled unit exceed the size allowed by the Energy & Carbon Management Commission. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority that has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this Lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operating for or completing as oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands, or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises,regardless of purposes (except the payment of royalties on production from the pool unit) as if they were Operations on the leased premises and references in this Lease to that if after created of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the type of well for which the pooled unit was created (oil, gas or there covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this Lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit, and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time

dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this Lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

b) Notwithstanding any language in this lease to the contrary, the Lessee shall not pool mineral interests of an unleased mineral interest owner if; (a) the unleased mineral interest owner is a local government and the local government has rejected an offer to lease in a manner consistent with Colorado law; and (b) the minerals subject to the local government's unleased mineral interests are located within the local government's geographic boundaries. For the purposes of this lease agreement, and consistent with both Colorado law and the official application to lease city-owned minerals submitted by the Lessee, any offer to lease city-owned minerals is considered rejected until such time as the offer receives final approval by the City Council of the City of Aurora.

6. **Unitization.** Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the leased premises or interest therein with any other lands, leases, or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure maintenance, repressuring or secondary recovery program.

Any such unit formed shall comply with the local, State, and Federal laws and with the orders, rules, and regulations of the State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged, or diminished and, in the absence of production from the unit area,may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this Lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this Lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable underlying all lands within such unit; or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this Lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing, and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression, and water disposal. Lessee may use in such operations, free of cost, any oil, gas, and/or other substances produced on the leased premises, except water. In exploring,developing, producing, or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial terminationof this Lease; and (b) to any other lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than five hundred (500) feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to Lessor or Lessor's tenants for damage to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixture, equipment, and materials, including well casing, from the leased premises or such other lands during the term of this Lease or within a reasonable time thereafter.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days

after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Warranty of Title.** Lessor has not made and does not make and specifically disclaims any representations, warranties, promises, or agreements of any kind, express or implied, concerning the leased premises or whether the Lessor owns the mineral rights or the covered minerals on the leased premises. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied, or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. **Regulation or Delay.** Lessee's obligation under the Lease, shall be subject to all applicable laws, rules, regulations,and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by the inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this Lease shall not be terminated because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this Lease when Operations are so prevented, delayed, or interrupted.

13. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then-existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence, or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this Lease) of the property affected.

14. **Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing oil and/or gas well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing or abandoned water wells on the leased premises.

15. **Option to Extend.** Lessor hereby grants Lessee the option to extend the primary term of this Lease

for an additional **Two (2) years** on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 150% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the **Two (2) years** of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. **Preferential Right.** If during the term of this Lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this Lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed Lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new Lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the Lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this Lease remains in effect any new lease from Lessor shall be subordinate to this Lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. **Miscellaneous.**

(a) Entire Agreement. This Lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This Lease is not intended to give rise to any implied obligations not otherwise expressly contained in this Lease, and any implied covenants not consistent with the express provisions of this Lease are hereby negated and renounced. This Lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the Lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart from the terms and provisions of the Lease.

(c) Severability. If any term or other provision of this Lease is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

18. **Additional Provisions.** Notwithstanding any provisions of this Lease to the contrary, in the event of conflict between this Section 18. Additional Provisions and sections 1-17 of this Lease, the terms of this Section 18. Additional Provisions shall control.

a. **No Surface Operations Language** (acreage with physical structures):

Notwithstanding any other provisions of this Lease to the contrary, it is agreed that Lessee shall not use any surface of the Leased Premises and shall not enter upon, access, or occupy the surface of the Leased Premises, and no well, road, pipeline, structure, or other surface facility of any kind shall be placed upon the Leased premises without the consent of Lessor in writing being first obtained. Such consent, if granted, shall be memorialized by a separate written agreement approved by the governing body of the Lessor. Additionally, and separate from the preceding language herein, it is understood and agreed, that Lessee may not under any circumstances place a drillsite on the Leased Premises. It is understood and agreed, however, that Lessee may drill directionally or horizontally into said land and/or into land pooled with said land pursuant to paragraph five (5) (the pooling clause) hereof. Lessee shall have the full, unrestricted, and exclusive right, power, and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from said land, either by means of any well or wells the surface drillsites of which are located on other lands,and which said well or wells are drilled directionally or horizontally through and into said land, and/or into land pooled with said land, the producing intervals of which are bottomed under said land or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements, and servitudes in and through the subsurface of said land as Lessee may require for boring well holes, casing same, and otherwise completing, producing, and maintaining wells either in said land or in any land included in the same operating unit as hereinabove provided in this Lease with said land or any part thereof. For the purposes of this Lease, wells slant drilled into and producing from said land, the surface drillsites of which are located on other lands, shall be considered to have been drilled in said land from drillsites on other lands in the vicinity of said land. Nothing herein shall constitute a waiver of any federal, state, or local limits or requirements pertaining to land use or

mineral extraction.

b. **Secondary Term Shut-in Limitation:**

Lessee's right to maintain this Lease after the primary term solely by virtue of the shut-in royalty payments shall be limited to a period of no longer than **three (3) consecutive years**, however, the right to maintain this Lease after the expiration of the primary term for such period shall be a recurring right and may be exercised from time to time whenever the Lessee finds it necessary or expedient to shut in such well.

c. **Shut-in Payments:**

Notwithstanding anything to the contrary herein contained, where a well capable of producing oil and/or gas in paying quantities is completed hereunder and is shut-in for a period of one hundred eighty (180) consecutive days, this Lease shall not terminate, but Lessee shall be obligated to pay or tender to the Lessor as royalty for constructive production, **$5.00 per net mineral acre** retained or leased hereunder, such payment or tender to be made on or before the anniversary date of this Lease next ensuring after the expiration of one hundred eighty (180) days from the date such well is shut-in and thereafter on or before the anniversary date of this Lease during the period such well is shut-in. If such payment is made, it will be considered that oil and/or gas is being produced within the meaning of this Lease.

d. **Indemnity of Lessor by Lessee:**

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all third-party claims to the extent relating directly to the Lessee's operations on the Lease, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of Lessor, its agents, representatives or contractors.

IN WITNESS WHEREOF, this Lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whetheror not the Lease has been executed by all parties named herein as Lessor.

LESSOR: City of Aurora, Colorado, a municipal corporation

_____

By: Mike Coffman, Mayor

Reviewed By: _____

Real Property Services

ATTEST:

Approved as to Form:

Peter Schulte, City Attorney

By: David Scott

Assistant City Attorney

_____

By: Kadee Rodriguez, City Clerk

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of_____, **2026,** by Mike Coffman, as Mayor of The City of Aurora, Colorado, A Colorado Municipal Corporation, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses andpurpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of _____

LESSEE: Crestone Peak Resources Watkins Holdings, LLC, 555 17th Street, Suite 3700, Denver, CO 80202

By: _____

Printed Name and Title: Gabriel Findlay Land Manager - D.J

STATE OF **COLORADO**)
) SS:
COUNTY OF)

The forgoing instrument was acknowledged before me this 24 **day** of March, **2026,** by Gabriel Findlay, as its Land Manager, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: 2/7/2028

ALEXANDRA UHLBERG
Notary Public
State of Colorado
Notary ID # 20244005454
My Commission Expires 02-07-2028

Signature/Notary Public: _____

Name/Notary Public (print): Alexandra Uhlberg

Notary Public in and for the State of Colorado

Exhibit "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated _____, 2026, by and between **The City of Aurora, Colorado, A Colorado Municipal Corporation**, as Lessor, and Crestone Peak Resources Watkins Holdings, LLC, whose address is 555 17th Street, Suite 3700, Denver, CO 80202, as Lessee, covering all the following described lands in **Arapahoe** County, Colorado:

TOWNSHIP 4 SOUTH, RANGE 66 WEST, 6th P.M.
Section 36: 2 Parcels in the W/2 more particularly described as parcels:
1975-36-2-00-001, and 1975-36-3-00-001

Containing 319.82 acres, more or less

LESSOR: The City of Aurora, Colorado, A Colorado Municipal Corporation

_____

By: Mike Coffman
Title: Mayor

LESSEE: Crestone Peak Resources Watkins Holdings, LLC, 555 17th Street, Suite 3700, Denver, CO 80202

By: _____

Printed Name and Title: Gabriel Findlay, Land Manager - D. J.

EXHIBIT A: PROPOSED LEASE MAP



2,640 feet

N
W E
S

Township: 4S
Range: 66W
Section: 36

City of Aurora limits

City parcel for lease

This map is a graphic representation and is only to be used as a visual aid.

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH CRESTONE PEAK RESOURCES WATKINS HOLDINGS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, CONTAINING APPROXIMATELY 319 NET MINERAL ACRES.

WHEREAS, The City of Aurora ("City") owns the mineral rights to a total of approximately 319 net mineral acres located in Section 36, Township 4 South, Range 66 West; and

WHEREAS, The City received a single offer to lease its minerals through a competitive process; and

WHEREAS, Crestone Peak Resources Watkins Holdings, LLC, as the winner of that competitive process, has offered to enter a Paid-Up Oil, Gas & Mineral Lease Agreement ("Lease Agreement") for the Minerals in exchange for an upfront bonus payment of two thousand dollars ($2,000.00) per net mineral acre plus a twenty percent (20%) production royalty; and

WHEREAS, the Lease Agreement prohibits surface use for a drill site or any other surface activity; and

WHEREAS, the bonus payment and royalties due to the City through this Lease Agreement are beneficial to the people of the City; and

WHEREAS, pursuant to C.R.S. Section 31-15-101(1)(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Paid-Up Oil, Gas & Mineral Lease Agreement between the City and Crestone Peak Resources Watkins Holdings, LLC, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETE SCHULTE, CITY ATTORNEY

BY: David Scott RLA
DAVID SCOTT, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Eagles Nest Metropolitan District Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special Districts Administrator, Developemt Services
Staff Source/Legal Source: Michael Kerrigan, Special Districts Administrator, Development Services / Brian Rulla, Assistant City Attorney, City Attorney's Office
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Service Plan for the Eagle's Nest Metropolitan District ("District") was approved by City Council on July 16, 2007 via resolution R2007-43 to serve the commercial development within its boundaries located generally at the southeast intersection of S. Aurora Parkway and E. Smoky Hill Road. In June of 2024 City Council approved resolution R2024-60 to include approximately 0.16 acres of land into the District in order to qualify new board members. The District now contains approximately 16.16 acres of land.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The District has completed the financing of the public infrastructure within its borders and has paid off all outstanding debt. Previously the District requested dissolution approval but was unable to due to an outstanding ARI obligation. While the District does not own or maintain any public infrastructure, the District is required to remain in existence for the purpose of imposing the ARI Mill Levy. At the request of the District's board of directors the District wishes to amend its Service Plan as it relates to the amount and term of ARI Mill Levy, ultimately allowing the District to meet its total ARI Mill Levy obligation faster.

The District's original Service Plan requires the ARI Mill Levy to be imposed in the following manner:
- Tier 1- 1 Mill for the first 20 years as soon as a District debt mill levy has been imposed.
- Tier 2- 1.5 Mills from the 21st year through the year that the District debt is repaid.
- Tier 3- For the next 5 years, the Mill Levy is the lesser of (i.) 20 Mills or (ii.) a Mill Levy equal to the average of the last ten years of debt service Mill Levy imposed for District debt.

ARI Mill Levies can be adjusted due to changes in the method of calculating assessed value.

The District paid off its debt prior to the Tier 2 ARI Mill Levy being triggered; the District's average 10-year debt service Mill Levy was 21.205; the District has 3 years remaining of Tier 1 ARI Mill Levy (currently at 1.039 mills); the District has the entire 5 years remaining of Tier 3 ARI Mills of 20 mills. In total the District has a remaining ARI Mill Levy obligation of 103.117 mills.

The requested Service Plan amendment will allow the District to impose an additional ARI Mill Levy above the respective 1.039 mills (Tier 1) or 20 mills (Tier 3) in order to satisfy the ARI Mill Levy obligation faster than the remaining 8 years in the original Service Plan. The amendment's purpose will be to allow the District to extinguish its obligations faster, be consistent with the ARI Mill Levy IGA being considered concurrently with this Service Plan Amendment request, and to allow the District a path to dissolve in the near future.

The District is entirely built-out solely with commercial properties and it has no debt obligations remaining.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to support this Ordinance and move it forward to the City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR EAGLES NEST METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan on July 16, 2007 (the " Original Service Plan") for the Eagle's Nest Metropolitan District (the "District"); and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amended and Restated Service Plan (the "Amended and Restated Service Plan") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Amended and Restated Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the District has satisfied all debt service and maintenance obligations contemplated by the Original Service Plan and the accompanying Intergovernmental Agreement with the exception of the imposition of the ARI Mill Levy as required by the Original Service Plan and City Code; and

WHEREAS, the District wishes to impose an increased ARI mill levy over a shortened timeframe allowing the District to prepay the total remaining ARI obligation and to dissolve earlier than had otherwise been contemplated; and

WHEREAS, the ARI mill levy is as defined by City Code §122-26; and

WHEREAS, the Amended and Restated Service Plan includes the following additional provision in the definition of "ARI Mill Levy": "E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "ARI Mill Levy IGA"); and

(iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

WHEREAS, the District intends to enter into an ARI Mill Levy IGA with the City after the passage of this ordinance; and

WHEREAS, the City Council has considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Amended and Restated Service Plan for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Amended and Restated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Amended and Restated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The existence of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Service Plan applies only to Eagles Nest Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

By: _____
BRIAN J. RULLA, Sr. Assistant City Attorney

Clint C. Waldron
Shareholder

303-858-1800
cwaldron@wbapc.com

January 30, 2026

VIA E-MAIL

Attn: Michael Kerrigan
Special District Administrator
Office of Development Assistance
City of Aurora
MKerriga@auroragov.org

Re: Request for Approval of the Amended and Restated Service Plan and Intergovernmental Agreement – Eagle's Nest Metropolitan District

Dear: Dear Mayor and Members of City Council:

On behalf of Eagle's Nest Metropolitan District (the "District"), we respectfully request the City's review and approval of the Amended and Restated Service Plan and the accompanying Intergovernmental Agreement ("IGA") between the City of Aurora (the "City") and the District.

The District has fully satisfied all debt service and maintenance obligations contemplated by its approved Service Plan (the "Original Service Plan"). At this time, the District's sole remaining function is the imposition and administration of the ARI Mill Levy as required under the Original Service Plan. In 2023, the District initiated dissolution proceedings; however, the City denied the request on the basis that the ARI obligation period had not yet concluded. As a result, the District remains active despite having no operational purpose other than administering the ARI Mill Levy.

Although the District's functions are limited, it must continue to incur annual administrative expenses to remain in good standing with the State of Colorado. These costs include, among other things, director elections, statutory filings, audit exemptions, legal and accounting services, and other compliance obligations associated with maintaining a quasi-municipal entity. These ongoing costs are borne by a very small taxpayer base and provide no corresponding public service benefit.

To address this inefficiency and better serve the interests of both District taxpayers and the City, the District proposes to impose an increased ARI mill levy over a shortened timeframe. This approach would allow the District to prepay the total remaining ARI obligation, while remaining fully compliant with the Original Service Plan, and to dissolve significantly earlier than would

otherwise be permitted. By accelerating satisfaction of the ARI obligation, the proposed structure substantially reduces long-term administrative costs that would otherwise continue to accrue to District taxpayers.

Approval of the Amended and Restated Service Plan and the IGA will allow the District to efficiently and transparently satisfy its remaining ARI obligations, eliminate unnecessary ongoing administrative costs, provide timely revenue to support the City's Gun Club Road project, and facilitate the orderly and prompt dissolution of the District.

Accordingly, the District respectfully requests the City's approval of the Amended and Restated Service Plan and the IGA, and submits for the City's review the following: (i) a redlined Amended and Restated Service Plan marked against the Original Service Plan, (ii) a clean Amended and Restated Service Plan, and (iii) a proposed Intergovernmental Agreement.

Thank you for your consideration.

Sincerely,

WBA, PC

Clint C. Waldron
Shareholder

Copy to:
Cesarina Dancy, City Manager
Brian Rulla, Assistant City Attorney

AMENDED AND RESTATED SERVICE PLAN
FOR

EAGLE'S NEST METROPOLITAN DISTRICT

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

As amended on _____, 2026

Deleted: WHITE, BEAR & ANKELE¶
PROFESSIONAL CORPORATION

Deleted: 1805 Shea Center Drive, Suite 100

Deleted: Highlands Ranch

Deleted: June 25, 2007¶

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EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The Service Plan for the District (the "**Original Service Plan**") was approved by the City Council for the City of Aurora, Colorado (the "**City**") on July 16, 2007, pursuant to Resolution No. R2007-43.

This Amended and Restated Service Plan (the "**Service Plan**"), incorporates into the Original Service Plan the authorization for the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled. This Service Plan supersedes in its entirety the Original Service Plan.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

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There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st)year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a

change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "**ARI Mill Levy IGA**"); and (iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

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Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means the Eagle's Nest Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be

incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Eagle's Nest.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately sixteen and five hundredths (16.050) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately zero (0) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately sixteen and five hundredths (16.050) acres of commercial land. The current assessed valuation of the Service Area is approximately $464,090 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in

Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Five Million Dollars ($5,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq.,

C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Fifteen Million Dollars ($15,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Fifteen Million Dollars ($15,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in

good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

Deleted: Respectfully submitted,¶
¶
¶
WHITE, BEAR & ANKELE¶
Professional Corporation¶
¶
Professional Corporation¶
¶
¶
_____¶
Kristen D. Bear¶
Counsel to the District¶

EXHIBIT A

Legal Description

EXHIBIT B

Aurora Vicinity Map

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

NOT APPLICABLE

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EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the

foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

20. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%)

and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

21. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

22. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

23. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to

have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Eagle's Nest Metropolitan District
c/o White, Bear and Ankele
Professional Corporation
1805 Shea Center Dr., Suite 100
Highlands Ranch, CO 80129
Attn: Kristen D. Bear
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Mike Hyman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

24. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

25. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

26. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

27. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

28. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

29. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

30. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City 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 provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

31. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

33. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

34. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Edward J. Tauer, Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

AMENDED AND RESTATED SERVICE PLAN
FOR

EAGLE'S NEST METROPOLITAN DISTRICT

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

As amended on _____, 2026

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I. INTRODUCTION

A. Purpose and Intent.

The Service Plan for the District (the "**Original Service Plan**") was approved by the City Council for the City of Aurora, Colorado (the "**City**") on July 16, 2007, pursuant to Resolution No. R2007-43.

This Amended and Restated Service Plan (the "**Service Plan**"), incorporates into the Original Service Plan the authorization for the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled. This Service Plan supersedes in its entirety the Original Service Plan.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st)year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a

change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "**ARI Mill Levy IGA**"); and (iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means the Eagle's Nest Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be

incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Eagle's Nest.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately sixteen and five hundredths (16.050) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately zero (0) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately sixteen and five hundredths (16.050) acres of commercial land. The current assessed valuation of the Service Area is approximately $464,090 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in

Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Five Million Dollars ($5,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq.,

C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Fifteen Million Dollars ($15,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Fifteen Million Dollars ($15,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in

good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION – EAGLE'S NEST METROPOLITAN DISTRICT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89°26'27" EAST, WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89°26'27" EAST 210.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1236 AT PAGE 393 OF THE ARAPAHOE COUNTY RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND NORTH 00°04'45" EAST 337.75 FEET TO THE SOUTHERNMOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. B5050388;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND NORTH 32°24'56" EAST 425.78 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL OF LAND AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT A2 IN DEED RECORDED AT RECEPTION NO. B3256817;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 32°24'56" EAST 75.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS EXHIBIT A2 AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.81 FEET THROUGH A CENTRAL ANGLE OF 88°57'03" TO THE SOUTHERLY RIGHT-OF-WAY OF SMOKY HILL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 3 COURSES:

1) TANGENT TO SAID CURVE SOUTH 58°38'00" EAST 171.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6072.00 FEET;

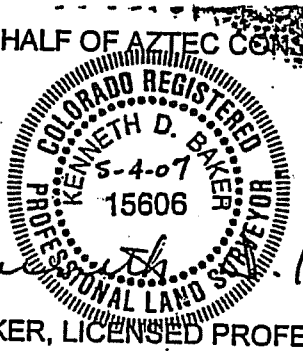
2) SOUTHEASTERLY ALONG SAID CURVE 526.23 FEET THROUGH A CENTRAL ANGLE OF 4°57'56"

3) TANGENT TO SAID CURVE SOUTH 63°35'56" EAST 917.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID SMOKY HILL ROAD, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°26'29" WEST 1732.41 FEET TO THE **POINT OF BEGINNING**,

CONTAINING 16.050 ACRES (699,126 SQUARE FEET), MORE OR LESS.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

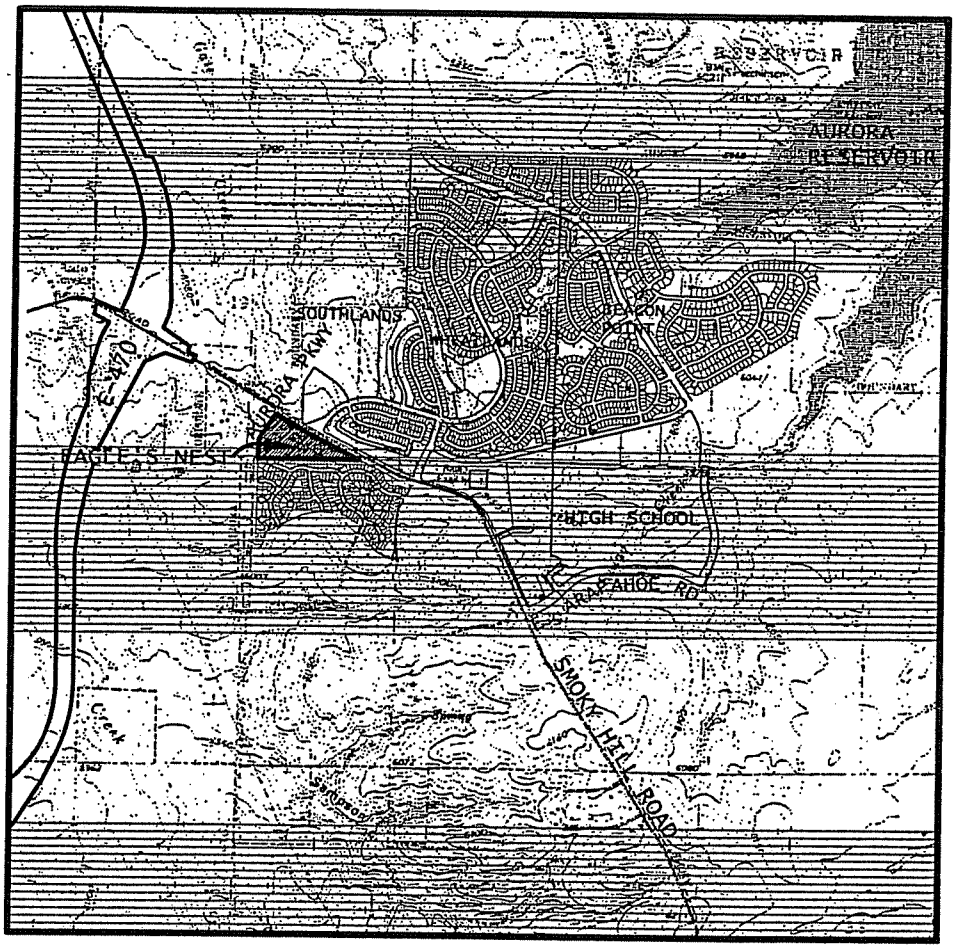


KENNETH D. BAKER, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. No. 15606
300 E. MINERAL AVENUE
LITTLETON, COLORADO 80122

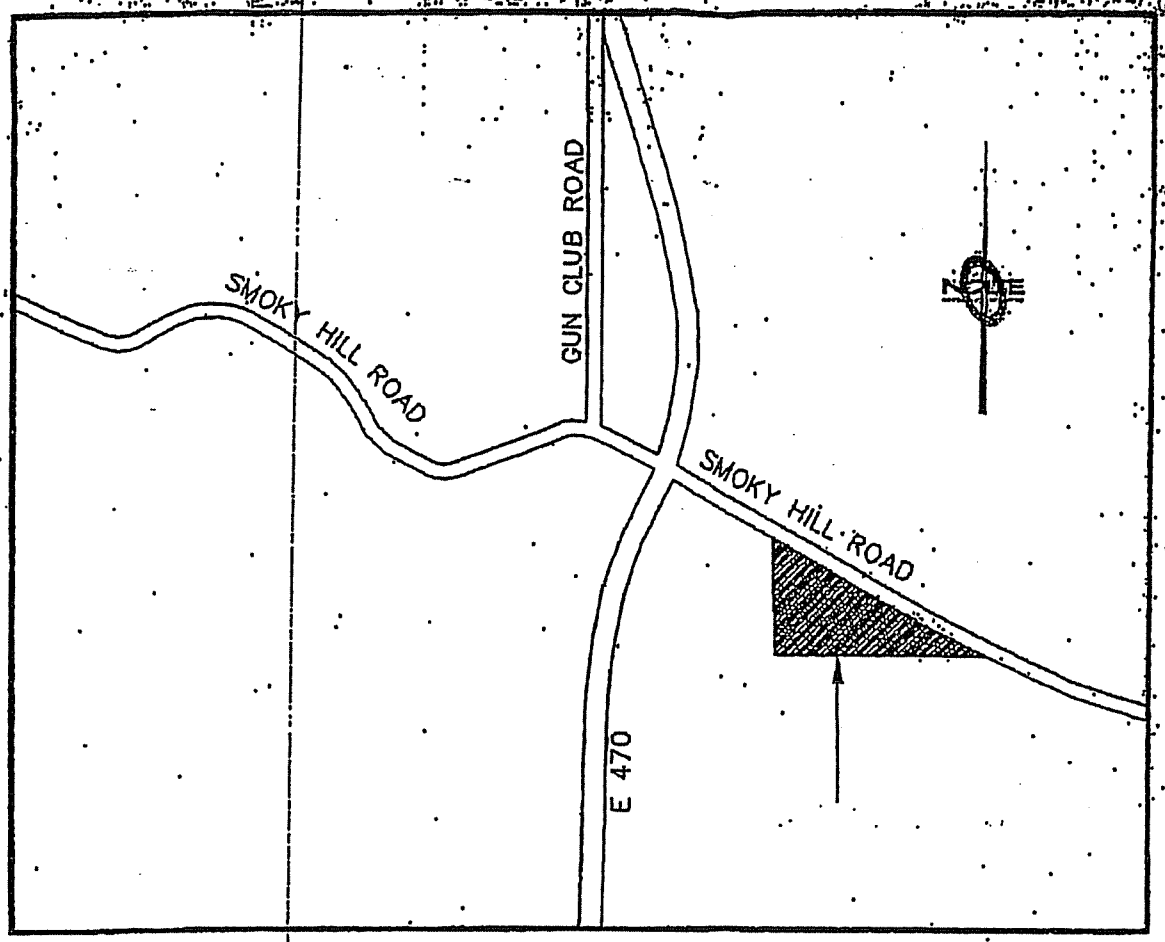
EXHIBIT B

Aurora Vicinity Map

EAGLE'S NEST METROPOLITAN DISTRICT



VICINITY MAP
NTS



VICINITY MAP
NOT TO SCALE

EXHIBIT C-1

Initial District Boundary Map

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 3

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89°26'27" EAST, WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89°26'27" EAST 210.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1236 AT PAGE 383 OF THE ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND NORTH 00°04'46" EAST 337.78 FEET TO THE SOUTHERNMOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. B5080308;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND NORTH 32°24'56" EAST 415.79 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL OF LAND AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT A1 IN DEED RECORDED AT RECEPTION NO. B3256817;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 32°24'56" EAST 78.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS EXHIBIT A2 AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.81 FEET THROUGH A CENTRAL ANGLE OF 88°57'03" TO THE SOUTHERLY RIGHT-OF-WAY OF SMOKY HILL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 3 COURSES:

1) TANGENT TO SAID CURVE SOUTH 58°38'00" EAST 171.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5072.00 FEET;

2) SOUTHEASTERLY ALONG SAID CURVE 828.23 FEET THROUGH A CENTRAL ANGLE OF 9°21'26";

3) TANGENT TO SAID CURVE SOUTH 67°59'34" EAST 917.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID SMOKY HILL ROAD, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°26'28" WEST 1732.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.050 ACRES (786,129 SQUARE FEET), MORE OR LESS.

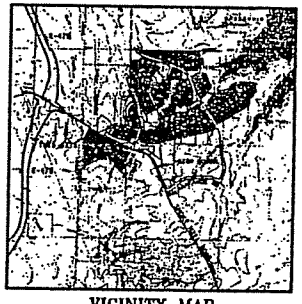
HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND A BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1 AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS AND EASEMENTS AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY OF AURORA;

THAT NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREON, SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY CHAPTER 147, OF THE CITY CODE OF AURORA, COLORADO, ARE IN PLACE AND ACCEPTED BY THE CITY, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY;

THAT ALL ELECTRICAL AND COMMUNITY UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 136-105 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

THAT ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS; AND HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE UTILITIES; AND THAT THEY FURTHER AGREE TO HOLD HARMLESS THE CITY OF AURORA, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OF DAMAGES TO PRIVATE UTILITIES ARISING FROM THE CITY'S USE OR OCCUPANCY OF THE EASEMENTS OWNED BY THE CITY OF AURORA.



VICINITY MAP
NTS

OWNER:

EAGLE'S NEST VILLAGE CENTER PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

Mark E. DeRose AUTHORIZED SIGNATORY

NOTARY:

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF March, 2007, A.D. BY Mark E. DeRose FOR EAGLE'S NEST VILLAGE PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES 02/14/2009

DAMARIA M FARRIS
Notary Public
State of Colorado

MORTGAGE HOLDER:

THE UNDERSIGNED AS MORTGAGE HOLDER ON PART OR ALL OF THE HEREON SHOWN PROPERTY, DOES HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

ASSOCIATED BANK, NATIONAL ASSOCIATION

BY: Roy L. Bierschenk

_____ AUTHORIZED SIGNATORY

GENERAL NOTES:

1. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING-FIRE LANE".

2. THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST, ASSUMED TO BEAR NORTH 89°26'27" EAST AND MONUMENTED AS SHOWN HEREON.

3. THE EASEMENT AREA WITHIN EACH LOT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT, EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

4. LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABO70187329-2 DATED JANUARY 5, 2007 AT 8:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

5. ALL OWNERS OF LOTS ADJACENT TO SMOKY HILL ROAD SHALL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE AURORA CITY CODE THAT MAY RESTRICT THE ABILITY TO BUILD A FENCE ALONG THAT STREET OR THE TYPES AND SIZES OF FENCES THAN CAN BE BUILT ALONG THAT STREET.

6. NON-EXCLUSIVE SIDEWALK EASEMENTS ARE HEREBY GRANTED TO THE CITY OF AURORA FOR THE PURPOSE OF MAINTAINING, RECONSTRUCTING, CONTROLLING AND USING SUCH SIDEWALKS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, PROVIDED THAT THE CITY SHALL NOT INTERFERE WITH ANY OTHER STRUCTURES OR IMPROVEMENTS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THAT THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON ARE IN PLACE AS DESCRIBED ON JULY 19, 2006.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH D. BAKER
15606
PRELIMINARY

_____

KENNETH D. BAKER, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. No. 15606
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION /OR STATEMENT SHOWN HEREON.

CITY OF AURORA APPROVAL:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS AND EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS 26th DAY OF March, 2007, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE THE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER THE CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS.

_____ 03.26.2007
DIRECTOR OF PUBLIC WORKS — DATE

_____ 3.30.07
CITY ATTORNEY — DATE

_____ 3/28/2007
PLANNING DIRECTOR — DATE

CLERK AND RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO ON THIS 3rd DAY OF April, 2007, A.D. AT 9:51 O'CLOCK A.M.

_____ _____
COUNTY CLERK AND RECORDER — ASSISTED BY: DEPUTY

FILE NO.: _____

MAP NO.: _____

RECEPTION NO.: B7055229

BK 536
Pgs 73-75

AZTEC CONSULTANTS, Inc.
A LAND SURVEYING COMPANY

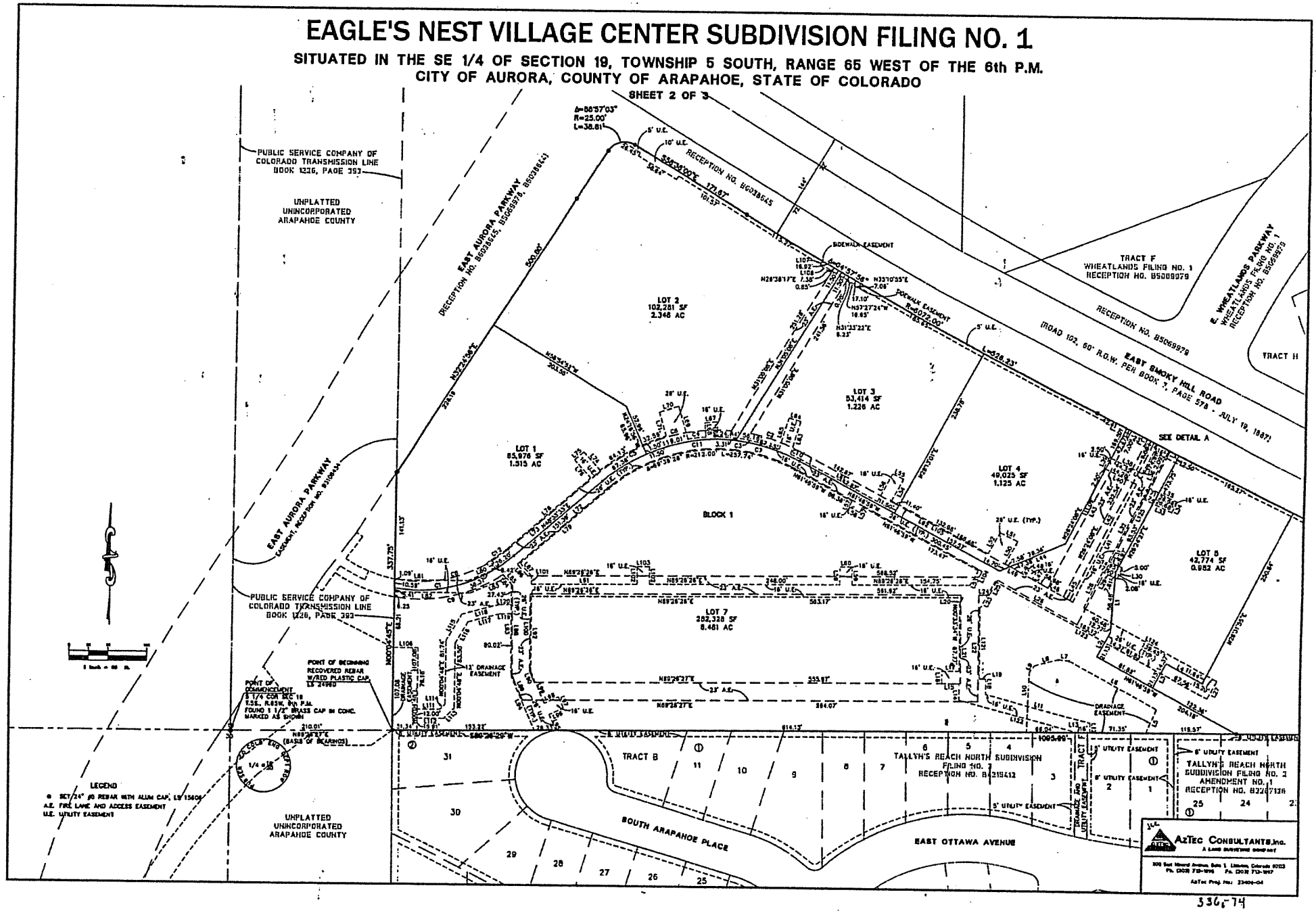
336-75

279

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

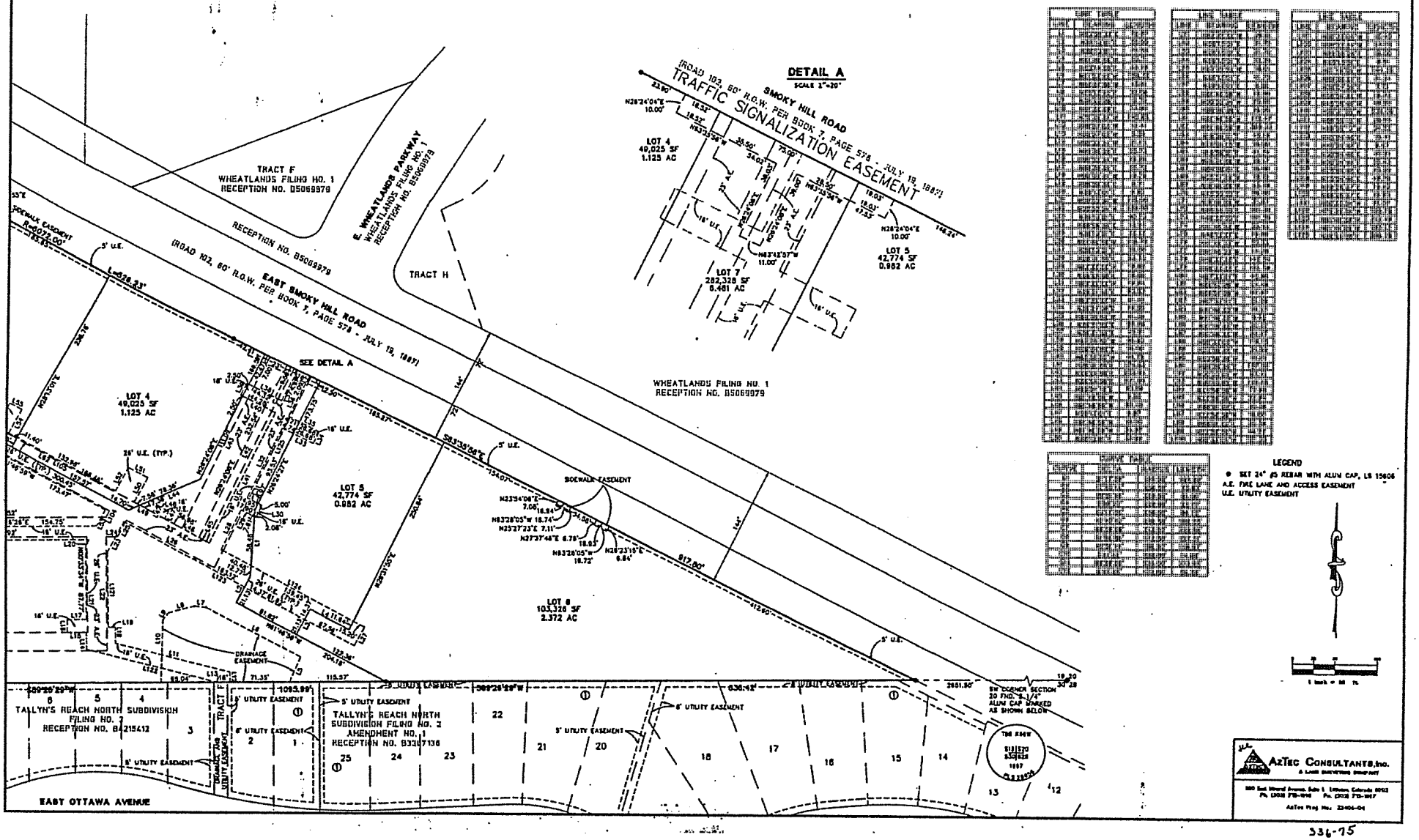
SHEET 2 OF 3



336-74

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 3 OF 3



336-75

EXHIBIT C-2

Inclusion Area Boundary Map

NOT APPLICABLE

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EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this 10th day of December, 2007, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on July 16, 2007 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to

necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption

provisions, is reasonable considering the financial circumstances of the District.

Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

Total Debt Issuance. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and

Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan.

The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt

shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Eagle's Nest Metropolitan District
c/o White, Bear and Ankele Professional Corporation
1805 Shea Center Dr., Suite 100
Highlands Ranch, CO 80129
Attn: Kristen D. Bear, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Mike Hyman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City 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 provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of page intentionally left blank].

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Edward J. Tauer, Mayor

Attest:

By: _____
Its: City Clerk

APPROVED AS TO FORM: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

(ARI Mill Levy)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the "Parties."

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on July 16, 2007 ("Original Service Plan"); and

WHEREAS, the First Amendment to the Service Plan, approved by the City on _____ ___, 2026 ("First Amendment" and together with the Original Service Plan, the "Service Plan"), authorizes the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled; and

WHEREAS, the City and the District desire to define the terms for the imposition and transfer of ARI Mill Levy revenue from the District to the City for use in funding the "Gun Club Road Project" and to confirm the District's applicable ARI Mill Levy obligation; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Purpose. The Parties agree that the District may, in any given year, impose an additional mill levy and prepay one or more years of the mills for the ARI Mill Levy as described herein; provided that the total aggregate mills required to be imposed are paid in full and the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements as described herein.

2. ARI Mill Levy Terms. The District shall impose the ARI Mill Levy in accordance with the following tiers:

a. Tier 1 ARI Mill Levy: The Parties agree that the "Tier 1" ARI Mill Levy of 1.000 mills (as adjusted) beginning in the first year of collection of a debt service mill levy shall be collected for a period of twenty (20) years.

b. Tier 2 ARI Mill Levy: The Parties agree that the "Tier 2" ARI Mill Levy of 5.000 mills shall not apply, as the District's debt obligations were paid in full prior to the twenty-first (21st) year of collection of a debt service mill levy.

c. Tier 3 ARI Mill Levy: The Parties agree that the "Tier 3" ARI Mill Levy of 20.000 mills was scheduled to commence in 2028 (for collection in 2029) through 2032 (for collection in 2033).

3. Revenue Collection. The Parties agree that the total remaining ARI Mill Levy to be imposed by the District shall equal 103.117 mills (1.039 Tier 1 ARI Mill Levy x 3 years) + (20.000 Tier 3 ARI Mill Levy x 5 years) ("Total ARI Mills").

a. Implementation Period. The District shall impose and collect the remaining Total ARI Mills over a four-year period, commencing in 2025 (for collection in 2026) and concluding in 2028 (for collection in 2029).

b. Allocation. For years 2025 (for collection in 2026), 2026 (for collection in 2027), 2027 (for collection in 2028), and 2028 (for collection in 2029) the ARI Mill Levy revenue remitted by the District to the City shall equal the product of 25.779 mills (the total ARI Mills / 4 years) multiplied by the Final Assessed Value for such year, as certified by Arapahoe County, less treasurer's fees and collection costs.

c. Remittance. The District shall remit ARI Mill Levy revenue to the City on a quarterly basis, with each payment due within thirty (30) days after the end of each calendar quarter in which such revenues are received by the District. The City shall apply all ARI Mill Levy revenues to the design and construction of Gun Club Road from Quincy Avenue to Aurora Parkway (the "Project"). The Project is the design and construction of a 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway.

If, prior to the dissolution of the District (which as of the date of this Agreement is planned for 2029), the City determines that (i) ARI Mill Levy revenues cannot be applied to the Project, (ii) the Project is infeasible, or (iii) the Project will not proceed as described, the City shall provide written notice to the District describing the basis for such determination and the proposed alternate use. The parties shall meet and confer to select an alternative regional transportation project in the general vicinity of the District (an "Alternate Project"). No redirection of ARI Mill Levy revenues prior to the District's dissolution shall occur unless (a) the District approves the Alternate Project in writing, or (b) the District fails to respond within sixty (60) days after receipt of the City's notice, in which case the City's proposed Alternate Project shall be deemed approved. Prior to the District's dissolution, the

City shall provide the District an annual written status update regarding the City's use of ARI Mill Levy revenues.

4. Effective Date: This Agreement shall be effective upon full execution of the Parties (the "Effective Date").

5. Current ARI Mill Levy Revenue. The District shall transfer any ARI Mill Levy revenues currently being held by the District to the City within 30 days of the Effective Date. The City shall apply such revenues exclusively to the Gun Club Road Project.

6. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Eagle's Nest Metropolitan District
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Pete Schulte, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

7. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

8. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

9. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

11. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein. This Agreement shall supersede all prior understandings, discussions, negotiations, and agreements related to the ARI Mill Levy revenues.

13. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City 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 provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

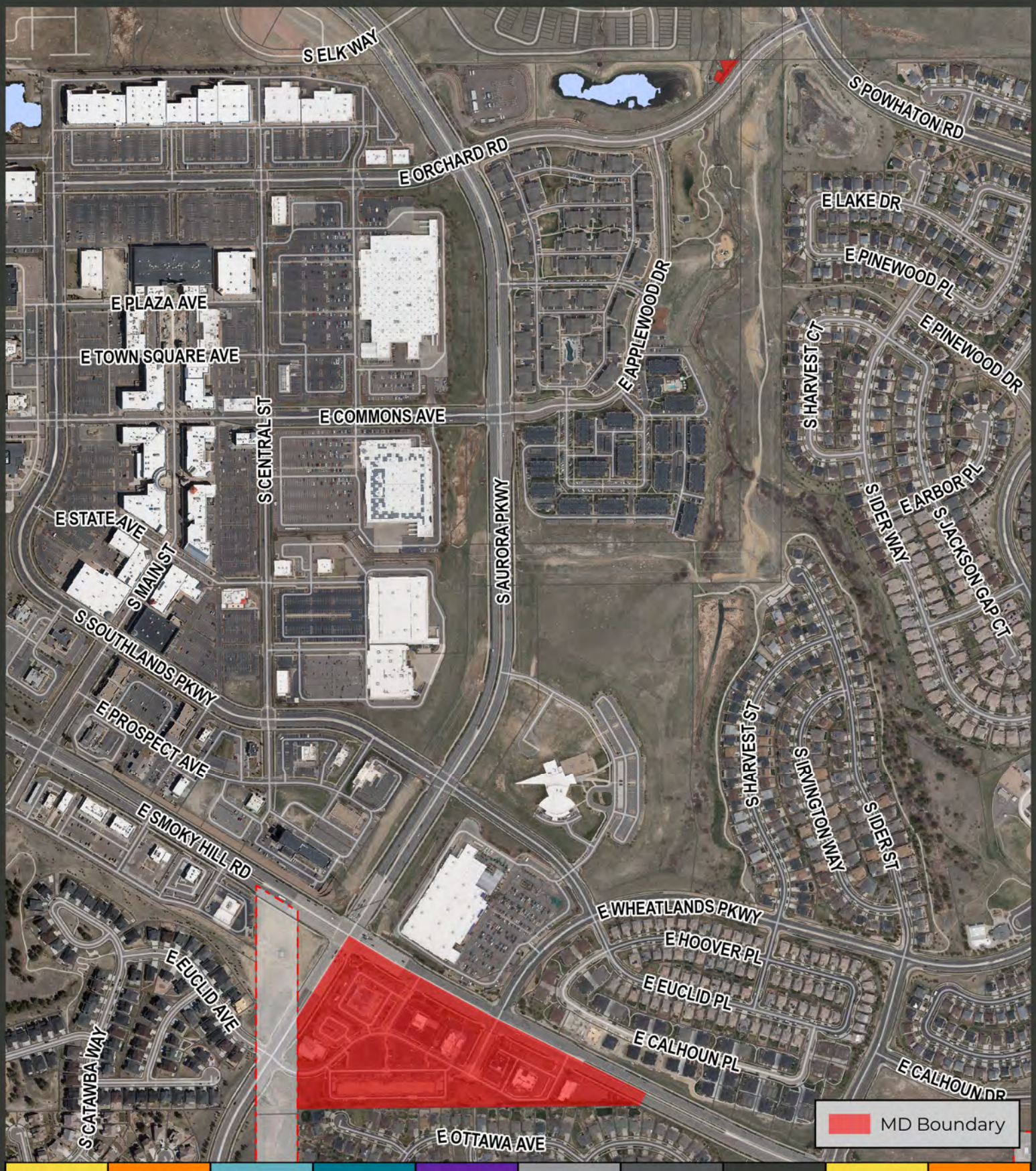
By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.05 0.1

City of Aurora, Colorado

Eagle's Nest Metropolitan District

N W E S

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2795_EaglesNestMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Green Valley Ranch Metro District Nos. 6-14 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Green Valley Ranch East ("GVRE") Metropolitan District Nos. 6-14 are located in Adams County bounded generally between E. 56th Avenue and E. 38th Avenue on the north and south respectively, and between Picadilly Rd. and E-470 on the west and east respectively. GVRE Metropolitan District Nos. 6-9 are partially developed with resident homeowners and various homebuilder property owners. GVRE Metropolitan District Nos. 10-14 are undeveloped and are owned entirely by various developers. GVRE Metropolitan District Nos. 6-14 were created to finance the public improvements for the project known as Green Valley Ranch East which is primarily residential with some mixed-use land uses.

In August of 2004 City Council approved the consolidated service plan for the GVRE Metropolitan District Nos. 6-8. In October of 2017 City Council approved the consolidated first amended and restated service plan for the GVRE Metropolitan District Nos. 6-8. In August of 2022 City Council approved a second amended and restated service plan for GVRE Metropolitan District Nos. 6-8 and concurrently approved the formation of GVRE Metropolitan District Nos. 9-14 all under a consolidated Service Plan.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This ordinance is a request to approve a first amendment to the second amended and restated service plan for the GVRE Metropolitan District Nos. 6-14 as it relates to GVRE Metropolitan District Nos. 10-14; additionally, this ordinance will approve an amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the GVRE Metropolitan District Nos. 10-14. Prior to this proposed amendment, the current consolidated Service Plan for GVRE Metropolitan District Nos. 6-14 contemplates all GVRE Districts will join the Aerotropolis Regional Transportation Authority ("ARTA"). With disparate ownership and disparate development plans across all GVRE metro districts the limitation of joining only ARTA has become a limitation to development. Generally, this Service Plan amendment will give more optionality for the GVRE Metropolitan District Nos. 10-14 to join an ARI Authority other than ARTA.

Currently GVRE Metropolitan District Nos. 6-9 are a part of ARTA and GVRE Metropolitan District Nos. 10-14 are not a part of an Authority. GVRE Metropolitan District Nos. 10-11 & 14 wish to join the newly created Fletcher Regional Improvement Authority ("FRIA"), and GVRE Metropolitan District Nos. 12-13 currently have not decided which Authority (if any) to join.

Key changes to the Service Plan Amendment include:

- Parses the definition of ARI Mill Levy between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. The ARI Mill Levy is not changing and remains at a maximum of 5 mills plus Assessment Rate Adjustments. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA; and for GVRE Metropolitan District Nos. 12-13 to join FRIA, ARTA, or another Authority.
- Parses the definition of ARI Master Plan between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA.
- Parses the definition of Regional Intergovernmental Improvements Agreement between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA.

- Incorporates the option for a GVRE district that has not joined ARTA to execute an IGA with the City to direct how ARI Mill Levy revenue shall be used. This will allow GVRE Metropolitan District Nos. 12-14 to execute an IGA with City if it desires.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND THE FIRST AMENDMENT THERETO AS IT APPLIES TO GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Second Amended and Restated Service Plan on August 22, 2022 as (the "Service Plan") for the Green Valley Ranch East Metropolitan District Nos. 6-14; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14 and First Amendment Thereto As It Applies to Green Valley Ranch East Metropolitan District Nos. 10-14 (the "Consolidated Second Amended and Restated Service Plan") has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Consolidated Second Amended and Restated Service Plan as it applies to Green Valley Ranch East Metropolitan District Nos. 10-14 (the "Districts"); and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements in the Districts' regional area; and

WHEREAS, the Boards of Directors of the Districts have determined that additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvement Agreements (as defined in the Consolidated Second Amended and Restated Service

Plan) that may be entered into in the event that property within the Districts' Service Area does not come within the Aerotropolis Regional Transportation Authority boundaries; and

WHEREAS, the Consolidated Second Amended and Restated Service Plan includes certain new and revised definitions related to Regional Improvements, as defined therein; and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Master Plan (applicable to District Nos. 6-9)": "means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Master Plan (applicable to District Nos. 10-14)": "means, as the context requires, either (i) one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Mill Levy (applicable to District Nos. 6-9)": "means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus Assessment Rate Adjustment, minus any ARTA Mill Levy, for collection beginning for each district in the first year of collection of a debt service mill levy by such district, and continuing in each year thereafter;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Mill Levy (applicable to District Nos. 10-14)": "means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), for collection beginning for each District in the first year of collection of a debt service mill levy by such District, and continuing in each year thereafter or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement;" and

WHEREAS, the City Council has considered the Consolidated Second Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Consolidated Second Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Consolidated Second Amended and Restated Service Plan for the Districts has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Consolidated Second Amended and Restated Service Plan Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;

g. The proposed Consolidated Second Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Consolidated Second Amended and Restated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the Districts will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Consolidated Second Amended and Restated Service Plan for the Districts as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Consolidated Second Amended and Restated Service Plan applies only to the Districts. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:  RLA

BRIAN J. RULLA, Sr. Assistant City Attorney

ICENOGLE SEAVER POGUE

February 9, 2025

VIA ELECTRONIC MAIL
Laura Perry
Deputy City Manager
E-mail: lperry@auroragov.org

Re: Letter of Intent
Consolidated Second Amended and Restated Service Plan for Green Valley Ranch Metropolitan District Nos 6-14 and First Amendment Thereto as it Applies to Green Valley Ranch East Metropolitan District Nos. 10-14

Dear Ms. Perry:

On behalf of the Boards of Directors of Green Valley Ranch East Metropolitan District Nos. 10, 11, 12, 13, and 14 (the "Districts"), enclosed please find an electronic copy of the proposed Consolidated Second Amended and Restated Service Plan for Green Valley Ranch Metropolitan District Nos 6-14 and First Amendment Thereto as it Applies to Green Valley Ranch East Metropolitan District Nos. 10-14 (the "Amendment"). The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6 – 14 was approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"). Under the Service Plan, the Districts, inclusive of Green Valley Ranch East Metropolitan District Nos. 6-9, are authorized to plan for, design, acquire, construct, install, relocate, redevelop and finance street, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation and security improvements (collectively, the "Public Improvements") subject to certain limitations set forth in the Service Plan. Pursuant to the Service Plan, the Districts, inclusive of Green Valley Ranch East Metropolitan District Nos. 6-9, are also required to impose the "ARI Mill Levy" (as defined in the Service Plan) for the purpose of funding the costs of "Regional Improvements" (as defined in the Service Plan) and for related overhead and administration costs. The Amendment is intended to amend certain Service Plan provisions in relation to the Districts with all other provisions of the Service Plan remaining unchanged in full force and effect. As requested, the Districts further provide the following explanation and/or demonstration for the need for this Amendment:

1. **Proposed Changes and Intention of Such Changes in the Amendment**

   a. Intent to Clarify Current Ambiguity Regarding the Regional Intergovernmental Improvements Agreement

The Boards of Directors of the Districts (the "Boards") have determined that additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event

Jennifer L. Ivey | *JIvey@isp-law.com* | *Direct 303.867.3003*

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com

that property within the Districts' Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries. To effectuate this clarification, the Amendment includes the following new and revised definitions related to Aurora Regional Improvement ("ARI"):

- Expands the definition of Regional Intergovernmental Improvements Agreement to include an intergovernmental agreement that may be entered into to form or with an ARI Authority beyond the Aerotropolis Regional Transportation Authority ("ARTA"), including the proposed Fletcher Regional Improvement Authority ("FRIA").

- Makes corresponding updates to "ARI Master Plan" and adds a new definition of "ARI Authority" and "ARI Mill Levy" to account for both ARTA, FRIA and other Regional Intergovernmental Improvements Agreements.

- Clarifies the definition of "Project" to encapsulate the Green Valley Ranch project and any other development occurring within the Districts or Green Valley Ranch East Metropolitan District Nos. 6-9.

- Removes ARTA specific terms in other sections of the Service Plan (Articles V.C. and V.I.D) and expands how the ARI Mill Levy may be paid and utilized (Article V.I.B).

b. Intent to Clarify How ARI Mill Levy Revenues May be Directed by the Boards

In light of the clarifications above, the Boards have further determined that it is necessary to clarify that ARI Mill Levy revenues may be directed to either ARTA, FRIA, in accordance with a Regional Intergovernmental Improvements Agreement, or in the absence of the foregoing, to the City, as applicable. Specifically, the Amendment expands the definition of ARI Mill Levy to include the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan and as may be agreed to as part of a Regional Intergovernmental Improvements Agreement.

c. Intent to Make Corresponding Changes to the Intergovernmental Agreement between the City and the Districts

As part of the Amendment, the Districts have prepared a corresponding First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 and 4, dated February 24, 2023 (the "Amendment to IGA"). The Amendment to IGA includes the same amendments as set forth in the Amendment. The Amendment sets forth that the Amendment to IGA will be executed by the Districts at the first meeting of the Boards after approval of the Amendment.

2. Draft Project List for the Fletcher Regional Improvement Authority

Included as part of this submittal is a copy of the draft project list for the Fletcher Regional Improvement Authority intended to provide the City with additional context for the Amendment.

3. Intent to "Un-Consolidate"

The Boards would also like to inform the City of the Districts' intent to "un-consolidate." The Districts, along with Green Valley Ranch East Metropolitan District Nos. 6-9, currently act in accordance with the consolidated Service Plan. As development has progressed, the Boards have determined that the Districts would benefit from separate, individual "un-consolidated" service plans reflecting the nuances and needs of the current and anticipated property owners and taxpayers of the development within each of the Districts (e.g., type of development, ARTA or FRIA, operation and maintenance authority). The Boards anticipate that the Districts, along with Green Valley Ranch East Metropolitan District Nos. 6-9, will seek another service plan amendment for each of the Districts, modified as necessary to account for each Districts individual nuances and needs.

Included as part of this submittal is a copy of the acknowledgement of no objection to this Amendment from the Boards of Directors of Green Valley Ranch East Metropolitan District Nos. 6-9.

We respectfully request consideration of the Amendment for the Districts. If you have any questions or need any additional information, please contact me. Thank you in advance for your assistance.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Jennifer L. Ivey, General Counsel
Green Valley Ranch East
Metropolitan District Nos. 10 – 14

Enclosures

cc: Boards of Directors, Green Valley Ranch East Metropolitan District Nos. 10-14
AJ Beckman, Public Alliance, District Manager

CONSOLIDATED
SECOND AMENDED AND RESTATED
SERVICE PLAN
FOR
GREEN VALLEY RANCH EAST METROPOLITAN
DISTRICT NOS. 6-14

AND

FIRST AMENDMENT THERETO

AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN

DISTRICT NOS. 10-14

CITY OF AURORA,
COLORADO

PREPARED

BY

Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237

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I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora **("City")** approved the Service Plans **("Original Service Plans")** for the Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the **"District Nos. 6-8")**. The District Nos. 6-8 were organized on December 7, 2004. On October 30, 2017, the City approved the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-8 **("First Amended Service Plan")**, which superseded the Original Service Plans. The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6 - 14 was approved by the City Council of the City, by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 which superseded the First Amended Service Plan (the "Second Amended and Restated **Service Plan**"). The Second Amended and Restated Service Plan provided for six (6) additional metropolitan districts, Green Valley Ranch East Metropolitan District No. 9 ("**District No. 9**"), Green Valley Ranch East Metropolitan District No. 10 ("**District No. 10**"), Green Valley Ranch East Metropolitan District No. 11 ("**District No. 11**"), Green Valley Ranch Metropolitan District No. 12 ("**District No. 12**"), Green Valley Ranch East Metropolitan District No. 13 ("**District No. 13**"), and Green Valley Ranch East Metropolitan District No. 14 ("**District No. 14**"), to serve the Project. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, together with the District Nos. 6-8, are referred to herein as the "**Districts**". This First Amendment to the Second Amended and Restated Service Plan (the "**First Amendment**") is intended to be read in conjunction with the Second Amended and Restated Service Plan and therefore is incorporated within the Second Amended and Restated Service Plan but it relates only to District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 (collectively, "**District Nos. 10-14**") and does not impact District No. 6, District No. 7, District No. 8, nor District No. 9 ("**District Nos. 6-9**"). This First Amendment provides additional clarification to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement that may be entered into in the event that property within the District Nos. 10-14 Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries and, in such event, how the ARI Mill Levy revenues may be directed by the Boards of Directors of District No. 10-14 (the "**District Nos. 10-14 Boards**"). Specifically, this First Amendment, clarifies that a Regional Intergovernmental Improvements Agreement may include an intergovernmental agreement establishing an authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the agreement and that the ARI Mill Levy may be pledged to finance Regional Improvements pursuant thereto that will benefit the current and anticipated property owners and taxpayers of the development within the District Nos. 10-14, effectuate the intent of the Service Plan, and facilitate the funding of Regional Improvements necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of the District Nos. 10-14.

The Second Amended and Restated Service Plan shall be in full force and effect at all times prior to the City's approval of this First Amendment. Upon approval by the City, this Second Amended and Restated Service Plan as amended by the First Amendment as it applies to District Nos 10-14 is intended to modify, replace, restate and

supersede the prior version of the Second Amended Service Plan in its entirety.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Second Amended and Restated Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Second Amended and Restated Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts have not been created to provide ongoing operations and maintenance services other than as specifically set forth in this Second Amended and Restated Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Second Amended and Restated Service Plan.

The City's objective in approving the Second Amended and Restated Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11 and from other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Second Amended and Restated Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees; from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties; and from any other legally available revenues. It is the intent of this Second Amended and Restated Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Second Amended and Restated Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Second Amended and Restated Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

AACMD: means the Aerotropolis Area Coordinating Metropolitan District.

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority (*applicable to District Nos. 10-14*): means an authority established by a Regional Intergovernmental Improvements Agreement.

ARI Master Plan (*applicable to District Nos. 6-9*): means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Master Plan (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Mill Levy (*applicable to District Nos. 6-9*): means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus Assessment Rate Adjustment, minus any ARTA Mill Levy, for collection

beginning for each district in the first year of collection of a debt service mill levy by such district, and continuing in each year thereafter.

ARI Mill Levy (*applicable to District Nos. 10-14*): means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), for collection beginning for each District in the first year of collection of a debt service mill levy by such District, and continuing in each year thereafter or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement: means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishing Agreement.

Assessment Rate Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Second Amended and Restated Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Green Valley Ranch East Metropolitan District Nos. 6 through 14.

District No. 6: means the Green Valley Ranch East Metropolitan District No. 6.

District No. 7: means the Green Valley Ranch East Metropolitan District No. 7.

District No. 8: means the Green Valley Ranch East Metropolitan District No. 8.

District No. 9: means the Green Valley Ranch East Metropolitan District No. 9.

District No. 10: means the Green Valley Ranch East Metropolitan District No. 10.

District No. 11: means the Green Valley Ranch East Metropolitan District No. 11.

District No. 12: means the Green Valley Ranch East Metropolitan District No. 12.

District No. 13: means the Green Valley Ranch East Metropolitan District No. 13.

District No. 14: means the Green Valley Ranch East Metropolitan District No. 14.

Districts: means District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, collectively.

End User: means any owner or tenant of any owner of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2,** describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Second Amended and Restated Service Plan as described in the Initial District Boundary Maps.

Initial District Boundary Maps: means the maps attached hereto as **Exhibit C-1,** describing the Initial District Boundaries.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy(ies): means the mill levy(ies) the Districts impose for payment of administration, operations, and maintenance costs.

Project: means the development or property commonly referred to as Green Valley Ranch or such other development that may occur in the applicable District from time to time..

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement (*applicable to District Nos. 6-9*): means one or more intergovernmental agreements between the AACMD and the City.

Regional Intergovernmental Improvements Agreement (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more intergovernmental agreements between the AACMD and the City (ii) an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement; or (iii) an intergovernmental agreement with an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement whereby the ARI Mill Levy has been pledged to such ARI Authority.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the Districts approved by the City Council, as amended by this First Amendment.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map, and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to the Second Amended and Restated Service Plan, as amended by this First Amendment, approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.,* of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 588.264 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 877.251 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A.** A vicinity map is attached hereto as **Exhibit B.** Maps of the Initial District Boundaries is attached hereto as **Exhibit C-1,** and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2.** It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.,* C.R.S., and Section 32-1-501, *et seq.,* C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 877.251 acres of undeveloped land. The current assessed valuation of the Service Area is $0.00 for purposes of this Second Amended and Restated Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately Eight Thousand Five Hundred (8,500) people.

Approval of this Second Amended and Restated Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Second Amended Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further, subsequent to the City's approval of this Second Amended and Restated Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Second Amended and Restated Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fees imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of residents of the Districts. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails that are interconnected with a City or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such

activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401 (l)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such

proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not, without the written consent of the City: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. Each of the Districts shall not issue Debt in excess of Four Billion Dollars ($4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14.

14. Bankruptcy Limitation. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Fees have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S.

Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

16. Service Plan Amendment Requirement. This Second Amended and Restated Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Four Billion Dollars ($4,000,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts will undertake the financing and

construction of the improvements contemplated herein. Specifically, the District Nos. 6-9, with the AACMD, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein (this requirement is not applicable to District Nos. 10-14). The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

B. With respect to District Nos. 10-14 only, if neither of the options in Section VI.A above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not

executed neither of the options in Section VI.A above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

C. The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred in relation thereto, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

D. The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements or, with respect to District Nos. 10-14 only, at such time as provided for in a Regional Intergovernmental Improvements Agreement.

The Districts each shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Four Billion Dollars ($4,000,000,000) pursuant to agreements as described in VI.A or B above.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term with the revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall each be permitted to issue shall not exceed Four Billion Dollars ($4,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within

the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Second Amended and Restated Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below, subject to the Assessment Rate Adjustment.

For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

1. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the Districts' Operations and Maintenance Mill Levies.

D. Maximum Debt Mill Levy Imposition Term

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Second Amended and Restated Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Second Amended and Restated Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security

for the indebtedness set forth in this Second Amended and Restated Service Plan. Approval of this Second Amended and Restated Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Second Amended and Restated Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the District's Board, except as approved by written consent of the City.

I. Districts Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000) which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their respective Operations and Maintenance Mill Levies as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For Districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The final assessed valuation of the District as of December 31 of the reporting year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 will provide the City with written notice of the date of hearing on their petitions for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of notice disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

a. General description and purpose(s) of the District.
b. Contact information for the District.
c. Website address for the District (once established per Section V.A.15).
d. District boundary map showing all lots within the District.
e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to

time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E.** The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after approval of this Second Amended and Restated Service Plan. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Second Amended and Restated Service Plan. District Nos. 10-14 shall execute the First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and District Nos. 10-14 in substantially the form attached hereto as Exhibit F and incorporated herein by this reference at the first meeting of the District Nos. 10-14 Boards after approval of this First Amendment.

XII. CONCLUSION

It is submitted that this Second Amended and Restated Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long- range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

LEGAL DESCRIPTION
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6
CURRENT BOUNDARIES

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE,

EXCEPTING THEREFROM
A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13,

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 1048.16 FEET TO THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID EAST LINE SOUTH 89°49'58" WEST, A DISTANCE OF 267.96 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 85.86 FEET;

THENCE SOUTH 89°48'37" WEST, A DISTANCE OF 637.78 FEET;

THENCE NORTH 81°40'37" WEST, A DISTANCE OF 170.42 FEET;

THENCE NORTH 72°10'01" WEST, A DISTANCE OF 111.21 FEET;

THENCE NORTH 57°37'18" WEST, A DISTANCE OF 182.78 FEET;

THENCE NORTH 34°38'52" WEST, A DISTANCE OF 270.56 FEET;

THENCE NORTH 21°29'38" WEST, A DISTANCE OF 232.91 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 198.01 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 716.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89°40'33" EAST, A DISTANCE OF 1574.61 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00°06'54" EAST, A DISTANCE OF 1602.23 FEET TO THE **POINT OF BEGINNING**.

FURTHER EXCEPTING THEREFROM
A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°35’38” EAST, A DISTANCE OF 2226.79 FEET TO THE NORTHEAST CORNER OF PARCEL “II”, AS DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL “II” THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;

2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;

3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;

4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.91 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2130.01 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID PARALLEL LINE NORTH 00°15’31” EAST, A DISTANCE OF 2649.97 FEET TO THE **POINT OF BEGINNING**.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL “I” IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS EXHIBIT “B” IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°53'06" WEST, A DISTANCE OF 57.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°53'06" WEST;

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°30'20", AN ARC LENGTH OF 38.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1027.00 FEET;

3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°25'43", AN ARC LENGTH OF 688.81 FEET;

4. TANGENT TO SAID CURVE, SOUTH 48°57'43" WEST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.00 FEET;

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°17'51", AN ARC LENGTH OF 359.04 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'29", AN ARC LENGTH OF 41.03 FEET;

7. NON-TANGENT TO SAID CURVE, SOUTH 76°18'03" WEST, A DISTANCE OF 74.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°48'33" WEST;

8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°44'17", AN ARC LENGTH OF 40.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 883.00 FEET;

9. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°10'05", AN ARC LENGTH OF 141.29 FEET;

10. TANGENT TO SAID CURVE, SOUTH 89°42'55" WEST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT “A” IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. TANGENT TO SAID CURVE, NORTH 00°17'04" WEST, A DISTANCE OF 622.38 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

2. NORTH 00°02'06" WEST, A DISTANCE OF 2,653.57 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTH LINE, NORTH 89°40'33" EAST, A DISTANCE OF 2,567.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°06'54" EAST, A DISTANCE OF 2,554.56 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 180.812 ACRES, (7,876,171 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL “I” AND ALL OF PARCEL “II” IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, WHENCE THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 98.15 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 2,552.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 2,266.79 FEET TO THE NORTHEAST CORNER OF SAID PARCEL “II”;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL “II” THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;

2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;

3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;

4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.92 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2,170.09 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 89°33'43" WEST, A DISTANCE OF 2,569.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT “A” IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°16'48" WEST, A DISTANCE OF 2,651.81 FEET;

NORTH 00°17'05" WEST, A DISTANCE OF 1,834.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS SAID EXHIBIT “B” IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;

2. TANGENT TO SAID CURVE, NORTH 89°42'55" EAST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1027.00 FEET;

3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'29", AN ARC LENGTH OF 176.70 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°57'07", AN ARC LENGTH OF 37.94 FEET;

5. NON-TANGENT TO SAID CURVE, NORTH 76°15'18" EAST, A DISTANCE OF 74.00 FEET TO THE WESTERLY BOUNDARY OF WARRANTY DEED RECORDED MAY 5, 2006 AT RECEPTION NO. 20060501000437490, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY ALONG SAID WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY’S OF SAID WARRANTY DEED THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 13°11'27" EAST, A DISTANCE OF 66.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 492.00 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'39", AN ARC LENGTH OF 110.86 FEET;

3. TANGENT TO SAID CURVE, SOUTH 00°16'48" EAST, A DISTANCE OF 292.87 FEET;

4. SOUTH 52°01'33" EAST, A DISTANCE OF 397.32 FEET;

5. NORTH 00°16'48" WEST, A DISTANCE OF 905.00 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1027.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 37°07'08" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'09", AN ARC LENGTH OF 70.25 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 48°57'43" EAST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 883.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'57", AN ARC LENGTH OF 583.82 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°52'48", AN ARC LENGTH OF 40.53 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°43'28" EAST, A DISTANCE OF 57.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 407.346 ACRES, (17,743,984 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 478.63 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19’27” EAST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET SOUTH OF SAID NORTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 10
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 12

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 13
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 230.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Green Valley Ranch East Metropolitan District No. 14

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT A

LEGAL DESCRIPTION
INCLUSION AREA

THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL.

TOGETHER WITH

THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL B WITHIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2004 AT RECEPTION NO. 2004001258230, THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 28, 1985 AT BOOK 3019, PAGE 266 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, ALL SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°41'25" EAST, A DISTANCE OF 1,123.11 FEET TO THE NORTHWEST CORNER OF PARCEL TK-116 OF THE E-470 PUBLIC HIGHWAY AUTHORITY DESCRIBED IN BOOK 4667, PAGE 306 IN THE ADAMS COUNTY OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-116 THE FOLLOWING SEVEN COURSES:

1) DEPARTING SAID NORTHERLY LINE OF THE NORTHEAST QUARTER, SOUTH 00°01'29" EAST, A DISTANCE OF 100.00 FEET;

2) SOUTH 86°50'04" EAST, A DISTANCE OF 893.46 FEET;

3) SOUTH 59°49'05" EAST, A DISTANCE OF 90.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 908.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°41'26" EAST;

4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'42", AN ARC LENGTH OF 132.32 FEET;

5) TANGENT TO SAID CURVE, SOUTH 16°39'16" EAST, A DISTANCE OF 349.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,055.92 FEET;

6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'43", AN ARC LENGTH OF 285.87 FEET;

7) TANGENT TO SAID CURVE SOUTH 01°08'33" EAST, A DISTANCE OF 1,700.86 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 13;

THENCE DEPARTING SAID WESTERLY BOUNDARY OF PARCEL TK-116 AND ALONG SAID SOUTHERLY LINE SOUTH 89°40'22" WEST, A DISTANCE OF 2,293.83 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13, SOUTH 89°40'33" WEST, A DISTANCE OF 2,567.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390 IN SAID OFFICIAL RECORDS;

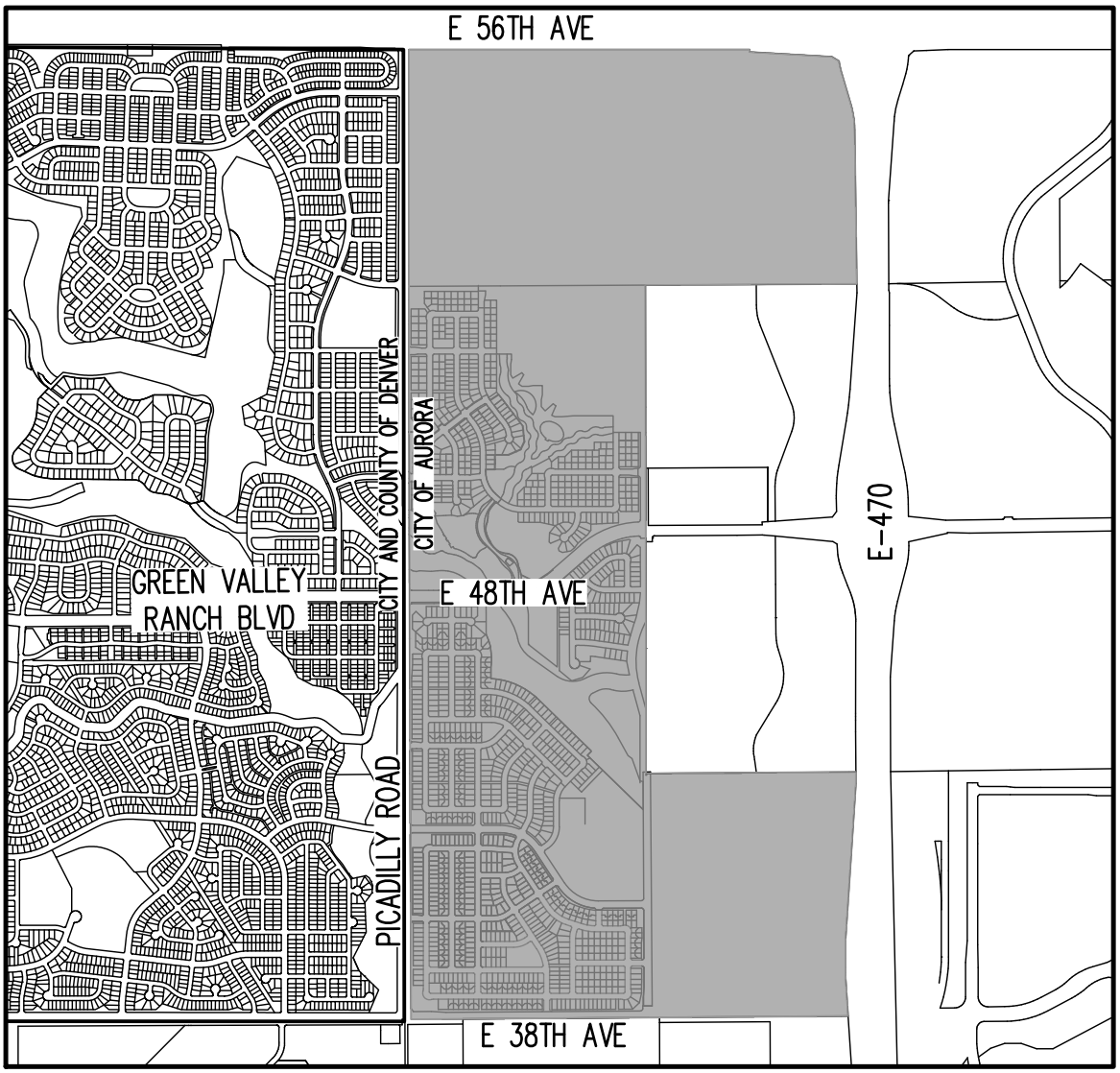
THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°01'58" WEST, A DISTANCE OF 2,646.91 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTHERLY LINE, NORTH 89°39'00" EAST, A DISTANCE OF 2,562.89 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

Aurora Vicinity Map

VICINITY MAP



0' 1000' 2000' 4000'

SCALE: 1" = 2000'

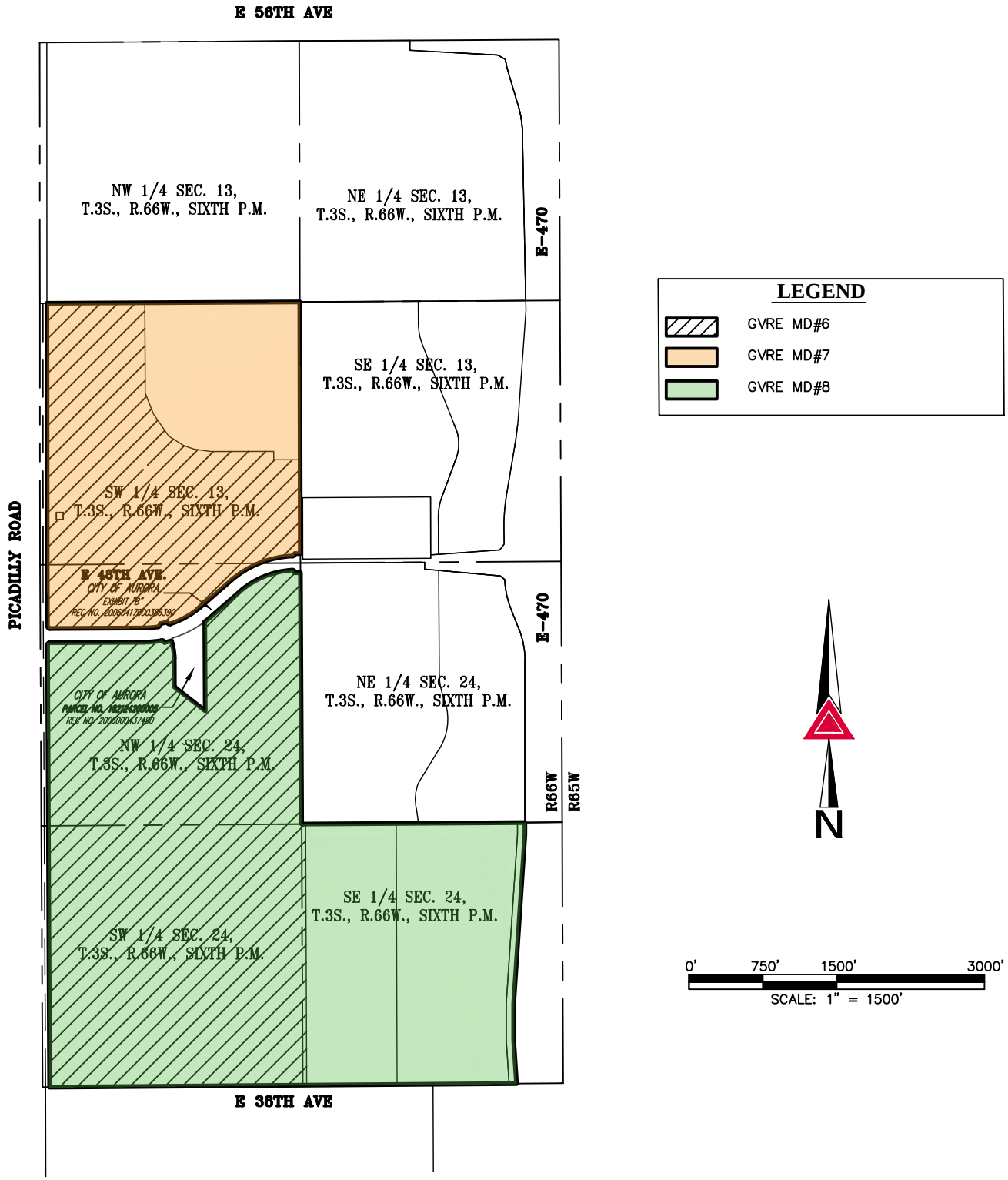
CITY OF AURORA, COLORADO

DRAWN BY: DED	SCALE: 1"=1000'	R-O-W FILE NO.
CHECKED BY: DED	DATE: 5/12/2022	JOB NO. 19320-19

GREEN VALLEY RANCH EAST
DISTRICTS

EXHIBIT C-1

Initial Districts Boundary Map



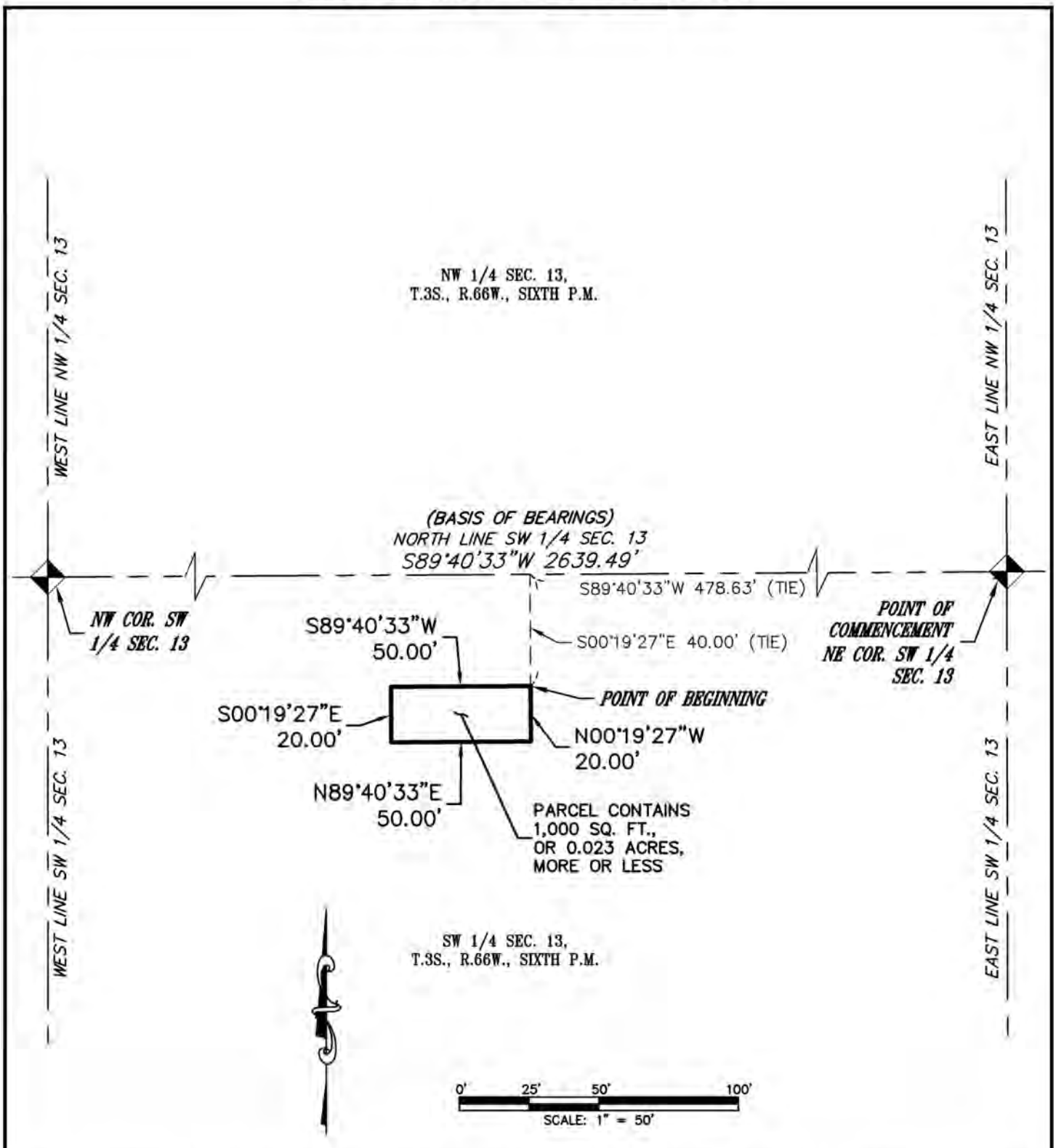
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'

AzTec Consultants, inc.
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE OVERALL DISTRICT 6-8
W2, SE 1/4 SEC 24, SW 1/4 SEC 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 1 OF 1 SHEETS

ILLUSTRATION TO DESCRIPTION



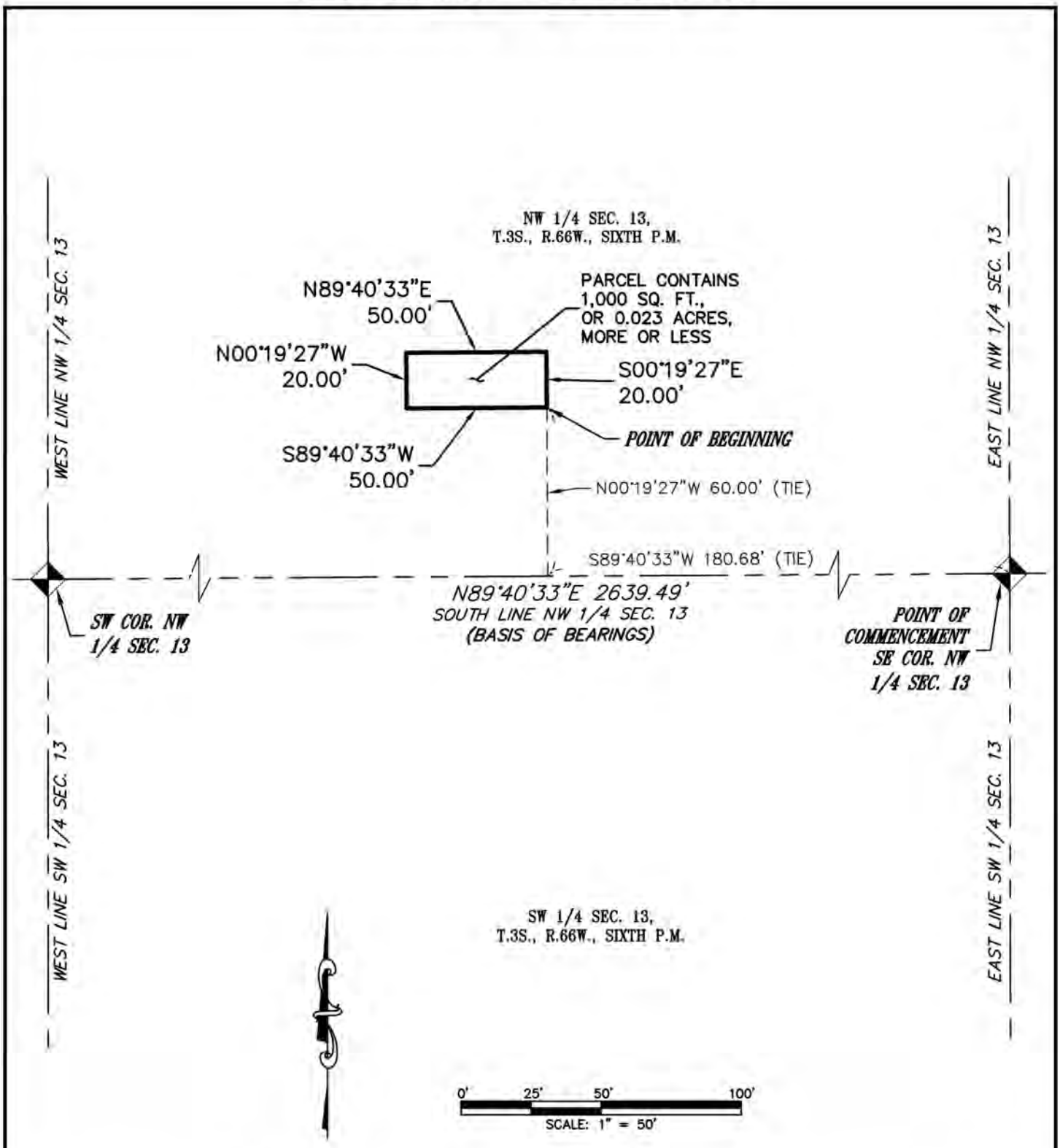
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 9
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 9
SW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION

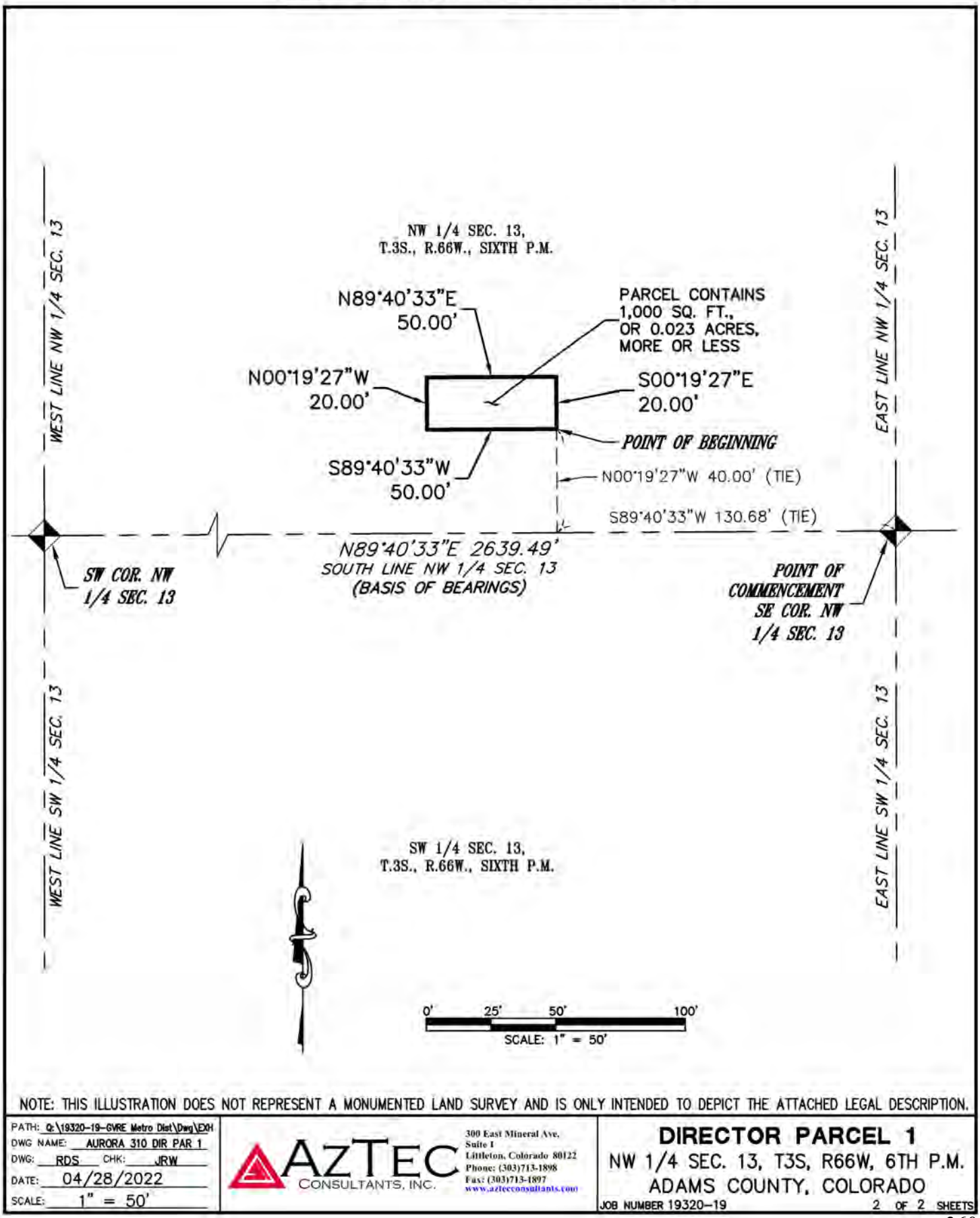


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 5
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 5
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

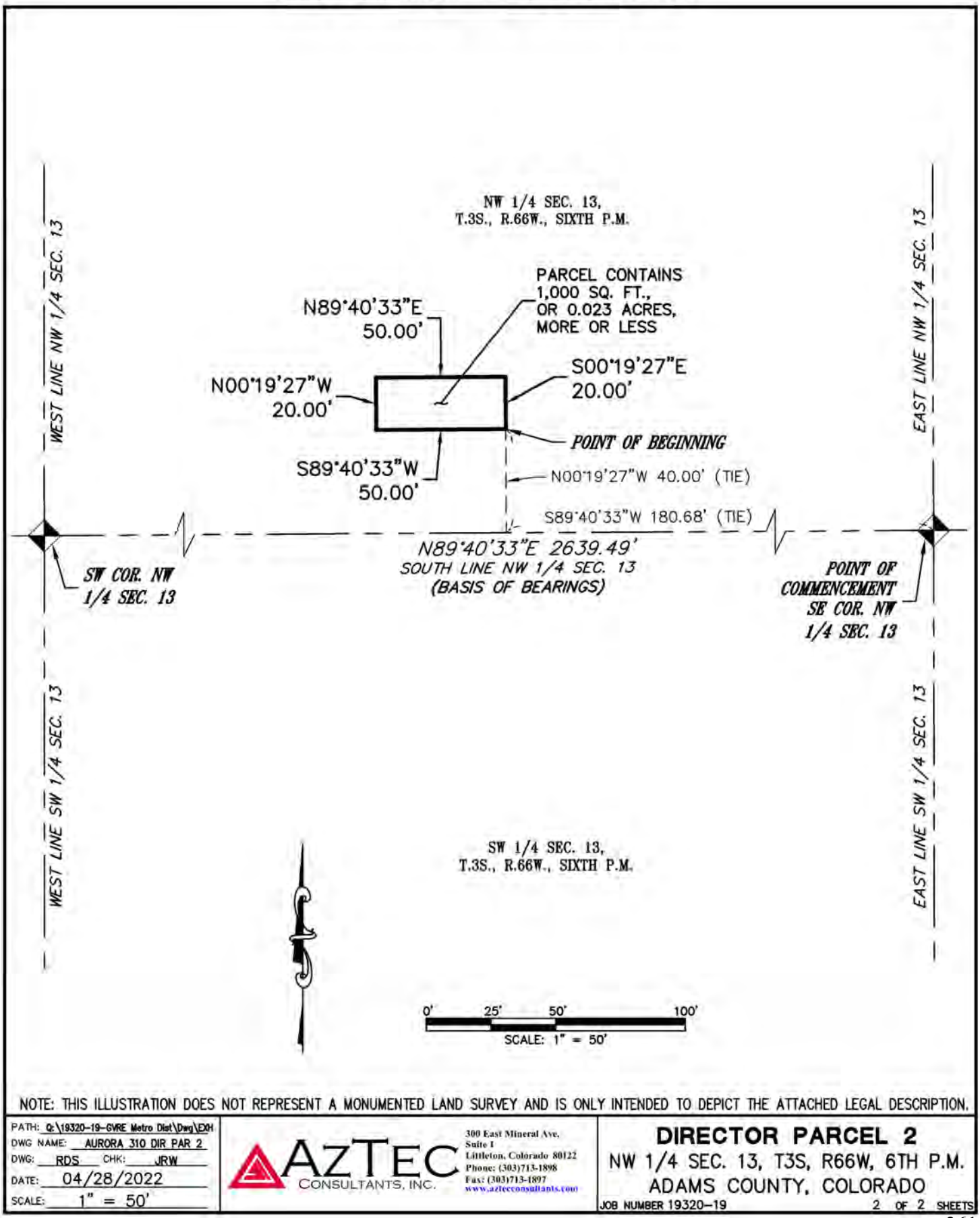


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 1
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 1
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS



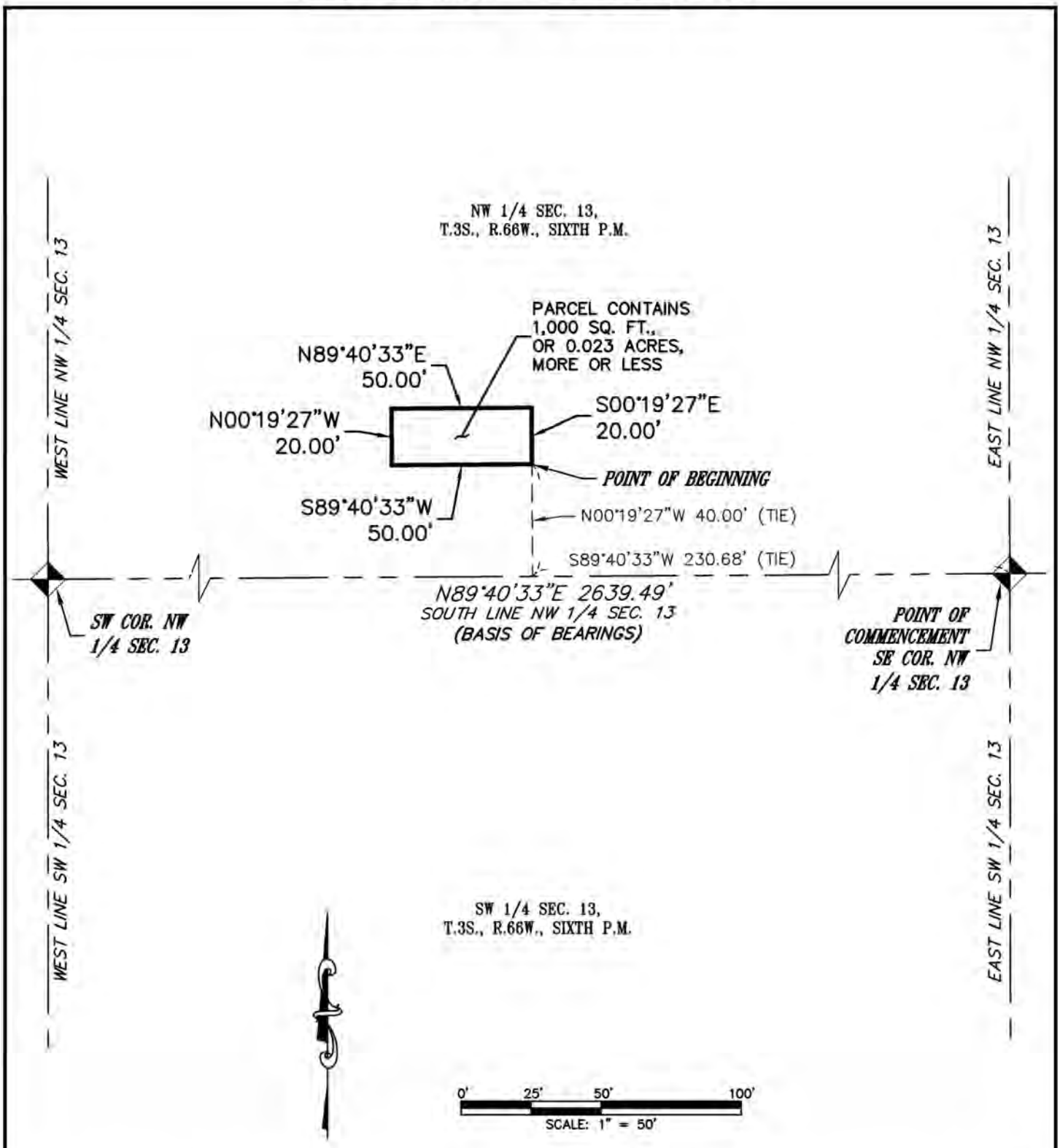
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 2
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 2
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION



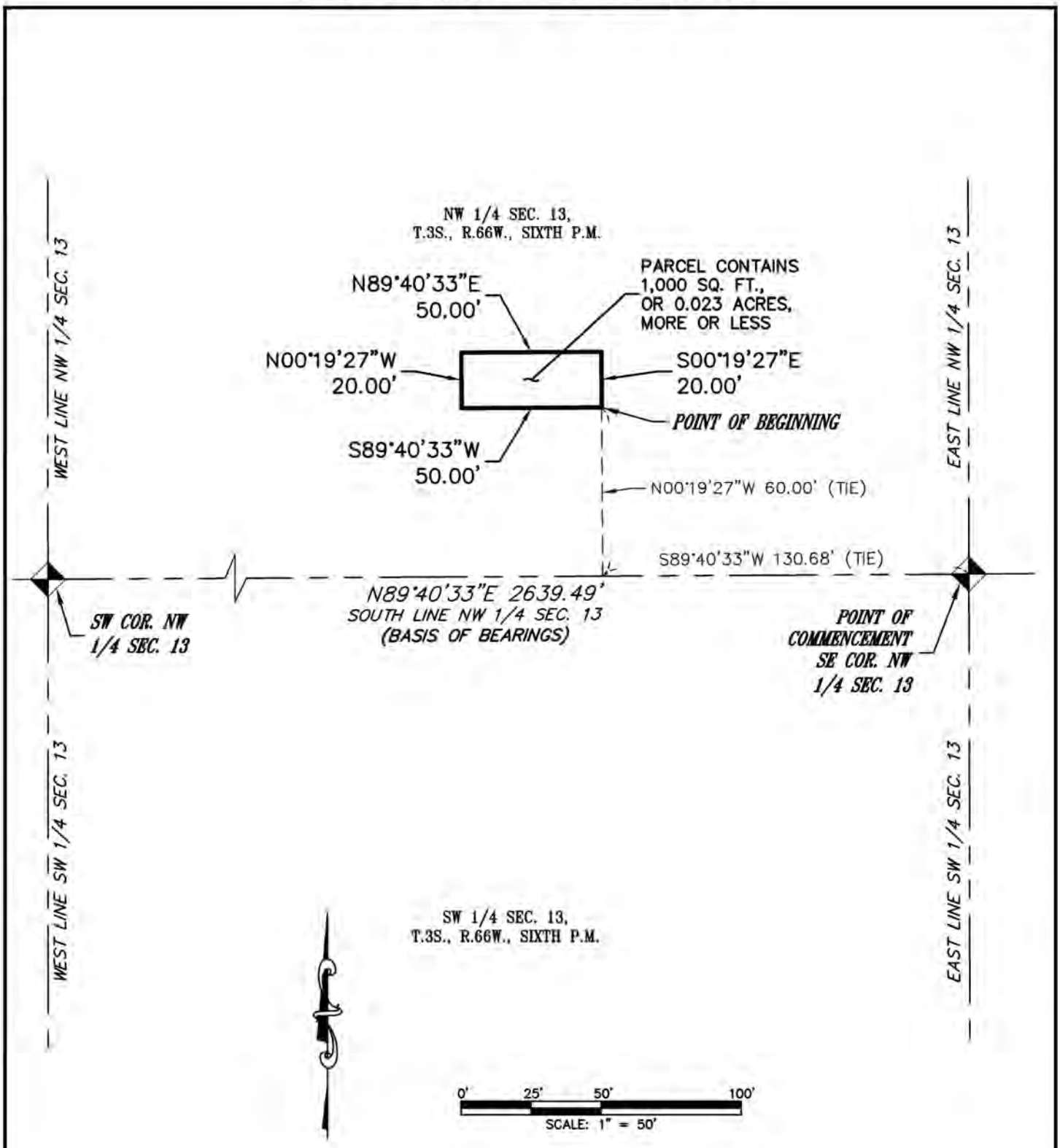
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 3
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 3
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

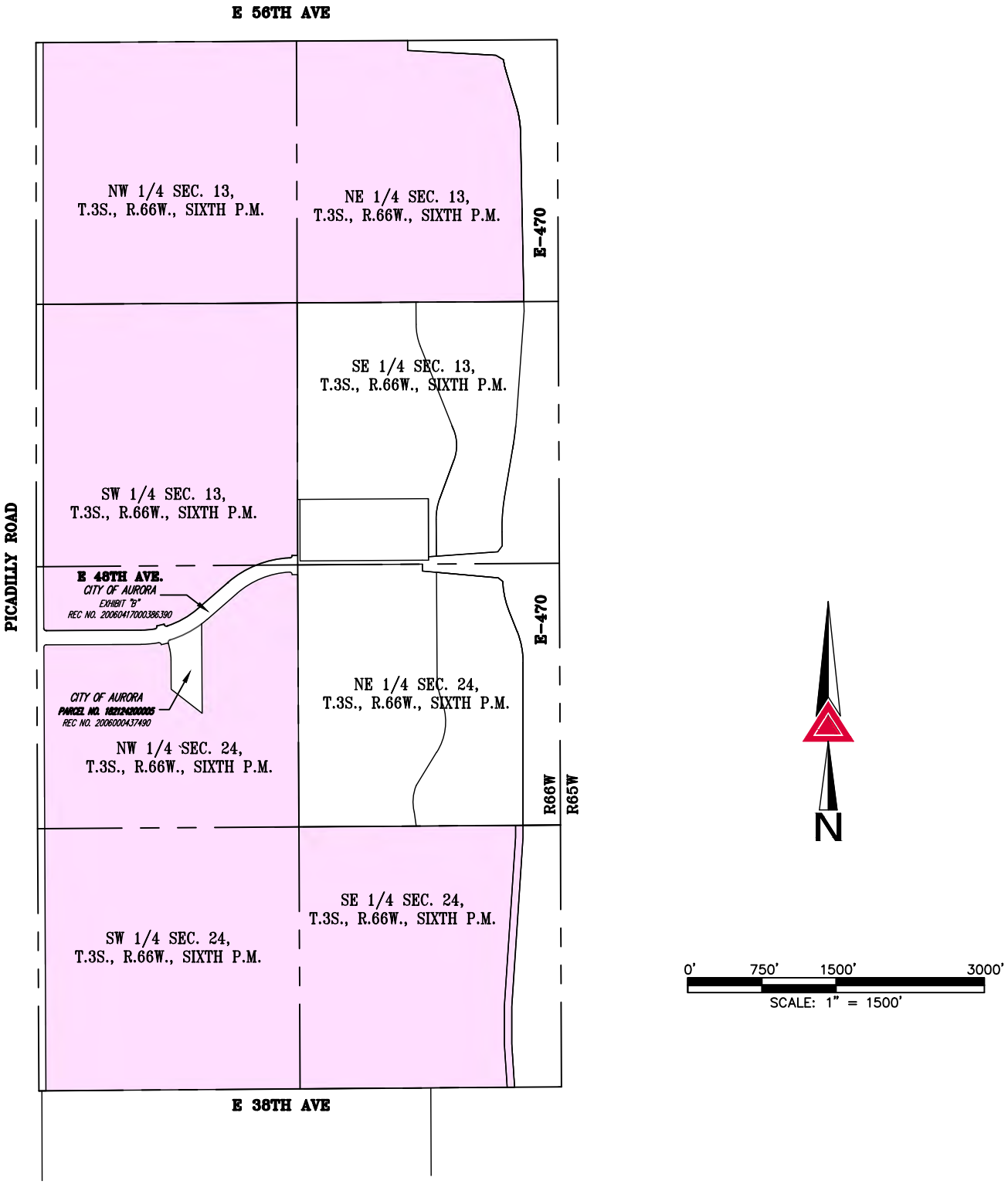
PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 4
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 4
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'

AzTec Consultants, inc.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE INCLUSION AREA MAP

N 1/2 & SW 1/4 SEC 13, W 1/2 & SE 1/4 SEC. 24 T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 1 OF 1 SHEETS

EXHIBIT D

Notice of Special District Disclosure

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within ***[District name]*** **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	***[District name]*** Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the ***[project name]*** located the City of Aurora, Colorado and described further in the District's Service Plan. A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	**Debt Mill Levy** and **Operations and Maintenance Mill Levy** These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for ***[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]***
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. ***[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]***
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for ***[list eligible ongoing administration, operating and maintenance***

	obligations]
District Fees:	***[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]***
Other Taxing Entities to which you will pay taxes to:	***[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]***

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:
Average market value of home in
District is $_____ Debt Mill Levy is 50 mills
Operations and Maintenance Mill Levy is ____mills
Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:
$_____x .0715 = $_____(Assessed Valuation)
$_____x .060 mills = **$_____per year in taxes owed solely to the Metro District**

Total Additional Mill Levies from Other Taxing Entities:_____mills = $_____annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING $_____= $_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date:_____

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this_ day of _____202 2, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Second Amended and Restated Service Plan approved by the City on _____("Second Amended and Restated Service Plan"); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the

Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined within the Second Amended and Restated Service Plan) without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. Each of the Districts shall not issue Debt in excess of Four Billion Dollars ($4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No

Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 or 14.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall

be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with AACMD, shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall have the authority to enter into agreements which shall govern the relationships between and among the Districts and additional Title 32 districts with respect to the financing, construction and operation of the improvements contemplated

herein, including, but not limited to, the AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, and Green Valley Aurora Metropolitan District No. 1.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

23. In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

(b) The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of the AACMD's participation in Agreements with the City and the ARTA, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31- 25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

(d) Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(e) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Assessment Rate Adjustment.

(f) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(g) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Second Amended and Restated Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-110 I, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be

sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Green Valley Ranch East Metropolitan District Nos. 9, 10, 11, 12, 13, and 14
c/o Icenogle Seaver Pogue P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Jennifer L. Ivey
Phone: (303) 292-9100
Fax: (303) 292-9101

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Second Amended and Restated Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its

judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City 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 provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

EXHIBIT F

First Amendment to Intergovernmental Agreement between District Nos. 10-14 and Aurora

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this __ day of _____2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Second Amended and Restated Service Plan approved by the City on August 22, 2022 ("Second Amended and Restated Service Plan"); and

WHEREAS, on _____, 2026 the City approved a First Amendment to the Second Amended and Restated Service Plan as it relates to the Districts (the "First Amendment to Service Plan"); and

WHEREAS, the City and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 entered into that certain Intergovernmental Agreement on February 24, 2023 ("Agreement"); and

WHEREAS, the First Amendment to Service Plan makes reference to the execution of an amendment to the Agreement; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this amendment with each of the Districts and supersede portions of the Agreement in conflict with this First Amendment as it relates to the Districts ("Amendment").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein

contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Multiple District Structure. Section 20 of the Agreement is hereby amended and replaced in its entirety with the following language:

> It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.
>
> The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

2. Regional Improvements. Section 23(a) of the Agreement is hereby amended and replaced in its entirety with the following language:

> (a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

3. Regional Improvements. A new Section (a.5) of the Agreement is hereby added as follows:

> (b) With respect to District Nos. 10-14 only, if neither of the options in Section 23(a) above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section 23 and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in Section 23(a) above is applicable (i.e., the property within the applicable

District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

4. Regional Improvements. Section 23(c) of the Agreement is hereby amended and replaced in its entirety with the following language:

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements or at such time as provided for in a Regional Intergovernmental Improvements Agreement.

5. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. This Amendment does not apply to the Agreement as it relates to Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, or 9.

[Remainder of page intentionally left blank.]

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

CONSOLIDATED
SECOND AMENDED AND RESTATED
SERVICE PLAN
FOR
GREEN VALLEY RANCH EAST METROPOLITAN
DISTRICT NOS. 6-14

AND

FIRST AMENDMENT THERETO

AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN

DISTRICT NOS. 10-14

CITY OF AURORA,
COLORADO

PREPARED

BY

Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237

~~SUBMITTED ON MAY 13, 2022~~

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First Amendment to Intergovernmental Agreement between the District Nos. 10-14 and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora **("City")** approved the Service Plans **("Original Service Plans")** for the Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the **"District Nos. 6-8")**. The District Nos. 6-8 were organized on December 7, 2004. On October 30, 2017, the City approved the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-8 **("First Amended Service Plan")**, which superseded the Original Service Plans. ~~This~~The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. ~~6-14~~6 - 14 was approved by the City Council of the City, by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 which superseded the First Amended Service Plan (the "Second Amended and Restated **Service Plan**~~") provides~~"). The Second Amended and Restated Service Plan provided for six (6) additional metropolitan districts, Green Valley Ranch East Metropolitan District No. 9 ("**District No. 9**"), Green Valley Ranch East Metropolitan District No. 10 ("**District No. 10**"), Green Valley Ranch East Metropolitan District No. 11 ("**District No. 11**"), Green Valley Ranch Metropolitan District No. 12 ("**District No. 12**"), Green Valley Ranch East Metropolitan District No. 13 ("**District No. 13**"), and Green Valley Ranch East Metropolitan District No. 14 ("**District No. 14**"), to serve the Project. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, together with the District Nos. 6-8, are referred to herein as the "**Districts**". ~~The First Amended Service Plan shall be in full force and effect at all times prior to the City's approval of a Second Amended and Restated Service Plan. Upon approval by the City of this Second Amended and Restated Service Plan, this Second Amended and Restated Service Plan is intended to modify, replace, restate and supersede the First Amended Service Plan in its entirety.~~ This First Amendment to the Second Amended and Restated Service Plan (the "**First Amendment**") is intended to be read in conjunction with the Second Amended and Restated Service Plan and therefore is incorporated within the Second Amended and Restated Service Plan but it relates only to District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 (collectively, "**District Nos. 10-14**") and does not impact District No. 6, District No. 7, District No. 8, nor District No. 9 ("**District Nos. 6-9**"). This First Amendment provides additional clarification to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement that may be entered into in the event that property within the District Nos. 10-14 Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries and, in such event, how the ARI Mill Levy revenues may be directed by the Boards of Directors of District No. 10-14 (the "**District Nos. 10-14 Boards**"). Specifically, this First Amendment, clarifies that a Regional Intergovernmental Improvements Agreement may include an intergovernmental agreement establishing an authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the agreement and that the ARI Mill Levy may be pledged to finance Regional Improvements pursuant thereto that will benefit the current and anticipated property owners and taxpayers of the development within the District Nos. 10-14, effectuate the intent of the Service Plan, and facilitate the funding of Regional Improvements necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of the District Nos. 10-14.

The Second Amended and Restated Service Plan shall be in full force and effect at all times prior to the City's approval of this First Amendment. Upon approval by the City,

this Second Amended and Restated Service Plan as amended by the First Amendment as it applies to District Nos 10-14 is intended to modify, replace, restate and supersede the prior version of the Second Amended Service Plan in its entirety.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Second Amended and Restated Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Second Amended and Restated Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts ~~are~~have not ~~being~~been created to provide ongoing operations and maintenance services other than as specifically set forth in this Second Amended and Restated Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Second Amended and Restated Service Plan.

The City's objective in approving the Second Amended and Restated Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11 and from other legally available revenue. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Second Amended and Restated Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only

through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees; from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties; and from any other legally available revenues. It is the intent of this Second Amended and Restated Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Second Amended and Restated Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Second Amended and Restated Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

AACMD: means the Aerotropolis Area Coordinating Metropolitan District.

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority (*applicable to District Nos. 10-14*): means an authority established by a Regional Intergovernmental Improvements Agreement.

ARI Master Plan~~:~~ (*applicable to District Nos. 6-9*): means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Master Plan (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Mill Levy~~:~~ (*applicable to District Nos. 6-9*): means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus Assessment Rate Adjustment, minus any ARTA Mill Levy, for collection beginning for each district in the first year of collection of a debt service mill levy by such district, and continuing in each year thereafter.

ARI Mill Levy (*applicable to District Nos. 10-14*): means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), for collection beginning for each Ddistrict in the first year of collection of a debt service mill levy by such Ddistrict, and continuing in each year thereafter or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement ~~or (iii) if no such Regional Intergovernmental Improvements Agreement has been entered into, the ARI Mill Levy shall be five (5) mills, plus Assessment Rate Adjustment, and shall be imposed beginning for each District in the first year of collection of a debt service mill levy by such District and continuing in each year thereafter..~~

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement: means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishing Agreement.

Assessment Rate Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Second Amended and Restated Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Green Valley Ranch East Metropolitan District Nos. 6 through 14.

District No. 6: means the Green Valley Ranch East Metropolitan District No. 6.

District No. 7: means the Green Valley Ranch East Metropolitan District No. 7.

District No. 8: means the Green Valley Ranch East Metropolitan District No. 8.

District No. 9: means the Green Valley Ranch East Metropolitan District No. 9.

District No. 10: means the Green Valley Ranch East Metropolitan District No. 10.

District No. 11: means the Green Valley Ranch East Metropolitan District No. 11.

District No. 12: means the Green Valley Ranch East Metropolitan District No. 12.

District No. 13: means the Green Valley Ranch East Metropolitan District No. 13.

District No. 14: means the Green Valley Ranch East Metropolitan District No. 14.

Districts: means District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, collectively.

End User: means any owner or tenant of any owner of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado

governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2,** describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Second Amended and Restated Service Plan as described in the Initial District Boundary Maps.

Initial District Boundary Maps: means the maps attached hereto as **Exhibit C-1,** describing the Initial District Boundaries.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy(ies): means the mill levy(ies) the Districts impose for payment of administration, operations, and maintenance costs.

Project~~:~~ means the development or property commonly referred to as Green Valley Ranch or such other development that may occur in the applicable District from time to time..

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V

below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement~~:~~ (*applicable to District Nos. 6-9*): means one or more intergovernmental agreements between the AACMD and the City.

Regional Intergovernmental Improvements Agreement (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more intergovernmental agreements between the AACMD and the City (ii) an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement; or (iii) an intergovernmental agreement with an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement whereby the ARI Mill Levy has been pledged to such ARI Authority.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the Districts approved by the City Council, as amended by this First Amendment.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map, and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to the Second Amended and Restated Service Plan, as amended by this First Amendment, approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.,* of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 588.264 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 877.251 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A.** A vicinity map is attached hereto as **Exhibit B.** Maps of the Initial District Boundaries is attached hereto as **Exhibit C-1,** and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2.** It is anticipated that the

District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.,* C.R.S., and Section 32-1-501, *et seq.,* C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 877.251 acres of undeveloped land. The current assessed valuation of the Service Area is $0.00 for purposes of this Second Amended and Restated Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately Eight Thousand Five Hundred (8,500) people.

Approval of this Second Amended and Restated Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Second Amended Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further, subsequent to the City's approval of this Second Amended and Restated Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Second Amended and Restated Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts,

sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fees imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of residents of the Districts. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails that are interconnected with a City or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately

placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401 (l)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not, without the written consent of the City: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. Each of the Districts shall not issue Debt in excess of Four Billion Dollars ($4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a

source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14.

14. Bankruptcy Limitation. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Fees have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and

annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Second Amended and Restated Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Four Billion Dollars ($4,000,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. Specifically, the ~~Districts~~District Nos. 6-9, with the AACMD, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein~~.~~ (this requirement is not applicable to District Nos. 10-14). The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement ~~with the City~~.

~~A.~~B. With respect to District Nos. 10-14 only, if neither of the options in Section VI.A above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in Section VI.A above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

~~B.~~C. The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred in relation thereto, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

~~C.~~D. The Districts shall cease to be obligated to impose, collect and convey the

revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements or, with respect to District Nos. 10-14 only, at such time as provided for in a Regional ~~Improvements~~ Intergovernmental Improvements Agreement.

The Districts each shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Four Billion Dollars ($4,000,000,000) pursuant to agreements as described in VI.A or B above.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term with the revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall each be permitted to issue shall not exceed Four Billion Dollars ($4,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Second Amended and Restated Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below, subject to the Assessment Rate Adjustment.

For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

1. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the Districts' Operations and Maintenance Mill Levies.

D. Maximum Debt Mill Levy Imposition Term

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt

Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Second Amended and Restated Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Second Amended and Restated Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Second Amended and Restated Service Plan. Approval of this Second Amended and Restated Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Second Amended and Restated Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the District's Board, except as approved by written consent of the City.

I. Districts Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars ($100,000) which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public

Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their respective Operations and Maintenance Mill Levies as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For Districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The final assessed valuation of the District as of December 31 of the reporting year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 will provide the City with written notice of the date of hearing on their petitions for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of notice disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

a. General description and purpose(s) of the District.

b. Contact information for the District.
c. Website address for the District (once established per Section V.A.15).
d. District boundary map showing all lots within the District.
e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E.** The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after approval of this Second Amended and Restated Service Plan. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Second Amended and Restated Service Plan. District Nos. 10-14 shall execute the First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and District Nos. 10-14 in substantially the form attached hereto as Exhibit F and incorporated herein by this reference at the first meeting of the District Nos. 10-14 Boards after approval of this First Amendment.

XII. CONCLUSION

It is submitted that this Second Amended and Restated Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long- range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

EXHIBIT B

Aurora Vicinity Map

EXHIBIT C-1

Initial Districts Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT D

Notice of Special District Disclosure

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this_ day of _____202 2, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Second Amended and Restated Service Plan approved by the City on _____("Second Amended and Restated Service Plan"); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the

Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax- exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined within the Second Amended and Restated Service Plan) without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S. Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. Each of the Districts shall not issue Debt in excess of Four Billion Dollars ($4,000,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No

Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 or 14.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall

be deemed a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with AACMD, shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall have the authority to enter into agreements which shall govern the relationships between and among the Districts and additional Title 32 districts with respect to the financing, construction and operation of the improvements contemplated

herein, including, but not limited to, the AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, and Green Valley Aurora Metropolitan District No. 1.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement described below.

23. In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

(b) The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of the AACMD's participation in Agreements with the City and the ARTA, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31- 25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

(d) Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(e) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Assessment Rate Adjustment.

(f) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(g) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Second Amended and Restated Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-110 I, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be

sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Green Valley Ranch East Metropolitan District Nos. 9, 10, 11, 12, 13, and 14
c/o Icenogle Seaver Pogue P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Jennifer L. Ivey
Phone: (303) 292-9100
Fax: (303) 292-9101

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Second Amended and Restated Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its

judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City 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 provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

EXHIBIT F

First Amendment to Intergovernmental Agreement between District Nos. 10-14 and Aurora

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this __ day of _____2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Consolidated Second Amended and Restated Service Plan approved by the City on August 22, 2022 ("Second Amended and Restated Service Plan"); and

WHEREAS, on _____, 2026~~5~~ the City approved a First Amendment to the Second Amended and Restated Service Plan as it relates to the Districts (the "First Amendment to Service Plan"); and

WHEREAS, the City and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 entered into that certain Intergovernmental Agreement on February 24, 2023 ("Agreement"); and

WHEREAS, the First Amendment to Service Plan makes reference to the execution of an amendment to the Agreement; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this amendment with each of the Districts and supersede portions of the Agreement in conflict with this First Amendment as it relates to the Districts ("Amendment").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein

contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

~~37.~~1. Multiple District Structure. Section 20 of the Agreement is hereby amended and replaced in its entirety with the following language:

> It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.
>
> The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

2. Regional Improvements. ~~–~~Section 23(a~~b~~) of the Agreement is hereby amended and replaced in its entirety with the following language~~by inserting a new section 23(b) and shifting all subsequent sections down by one with the following language~~:

> (a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

3. Regional Improvements. A new Section (a.5) of the Agreement is hereby added as follows:

~~38.~~

> (b) With respect to District Nos. 10-14 only, if neither of the options in Section 23(a) above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section 23 and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in

Section 23(a) above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

~~39.~~4. Regional Improvements. Section 2~~3~~2(c) of the Agreement is hereby amended and replaced in its entirety with the following language:

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in ~~this~~ Section VI of the Second Amended and Restated Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements or at such time as provided for in a Regional Intergovernmental Improvements Agreement.

~~40.~~5. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. This Amendment does not apply to the Agreement as it relates to Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, or 9.

[Remainder of page intentionally left blank.]

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

First Phase	
Picadilly & 56th Intersection Tie In & Traffic Signal	$1,750,000
56th Ave - 2 Westbound Lanes - Picadilly to Nepal	$2,250,000
56th Ave - North Side - Pedestrian Trail - Picadilly to Himalaya	$500,000
56th Ave - 2 Eastbound Lanes - Picadilly to Skydance	$8,500,000
56th Ave - 2 Eastbound Lanes - Skydance to Tibet	$4,800,000
56th Ave - 2 Eastbound Lanes - Tibet to E-470	$3,100,000
Subtotal First Phase	**$20,900,000**

Future Projects as Funding Permits - Tier 2 - In priority	
56th Ave - Westbound - Improve Existing 2 Lanes - Nepal to Lisbon	$2,500,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - Tibet to Picadilly	$3,000,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - E-470 to Tibet	$3,000,000
56th Ave - Traffic Signal - Tibet	$1,250,000
56th Ave - Eastbound - Expand from 2 to 3 lanes - Picadilly to E-470	$9,900,000
56th Ave/E-470 Bridge Expansion	$28,000,000
56th Ave - Westbound - Improve Existing 2 Lanes - Lisbon to Himalaya	$6,500,000
56th Ave - Traffic Signal - if warranted - Lisbon (1/2)	$425,000
56th Ave - Traffic signal - if warranted - Himalaya (1/4)	$212,500
56th Ave - Westbound - Expand from 2 to 3 Lanes - Picadilly to Lisbon	$4,250,000
56th Ave - Westbound Lanes - Expand from 2 to 3 Lanes - Lisbon to Himalaya	$3,275,000
Subtotal Future Projects as Funding Permits - Tier 2 - In priority	**$62,312,500**

Future Projects as Funding Permits - Tier 3 - In priority	
60th Ave - Crossing Pond 816 - if triggered/warranted - Near Himalaya	$7,000,000
56th Ave - 2 Lanes (1 East 1 West + median) - Reimbursement - E-470 to Harvest	$12,000,000
Harvest Rd. - Southbound - 1 lane (plus 1/2 median) Reimburse 56th to 64th	$4,000,000
56th - Traffic Signal - @ Harvest - 1/2 cost-	$425,000
60th Ave Flyover @ E-470 - (if warranted - and required)	$33,000,000
Subtotal Future Projects as Funding Permits - Tier 3 - In priority	**$56,425,000**

Permitted Projects if Capacity Exists after all Previous Projects funded	
60th Ave - Improvements - Coolidge to Harvest Rd.	$8,000,000
60th Ave - Improvements - Picadilly to E470	$5,000,000
Subtotal Permitted Projects if Capacity Exists after all Previous Projects funded	**$13,000,000**

TOTAL FULL CAPACITY SCOPE	**$152,637,500**

Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	
Traffic Signal at 56th and Jackson Gap (not Aerotropolis Pkwy intersection)	$850,000
56th Ave - 2 Lanes - 1 East, 1 West + med.- Jackson Gap (A.P.) to Powhaton	$9,000,000
56th - Streetlights - from Jackson Gap to Powhaton	$375,000
Traffic Signal at 56th and Powhaton	$850,000
Subtotal Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	**$11,075,000**

TOTAL FULL CAPACITY SCOPE W/ INCLUSION OF SUN EMPIRE-PORTEOS-OR FINE	**$163,712,500**

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 6 ("District No. 6") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 6 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 14th day of July, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 6

DocuSigned by:
Raymond Czaplewski
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By: Ray Czaplewski

Its: President

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 7
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 7 ("District No. 7") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 7 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 21st day of April, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 7

Signed by:
Patty Alvarado Sieck
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By: Patty Sieck

Its: President

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 8
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 8 ("District No. 8") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 8 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 25th day of August, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 8

DocuSigned by:
Brandon Wyszynski
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By: ,=2:4;:Ā1A>BA:>87

Its: President

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 9
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 9 ("District No. 9") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 9 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

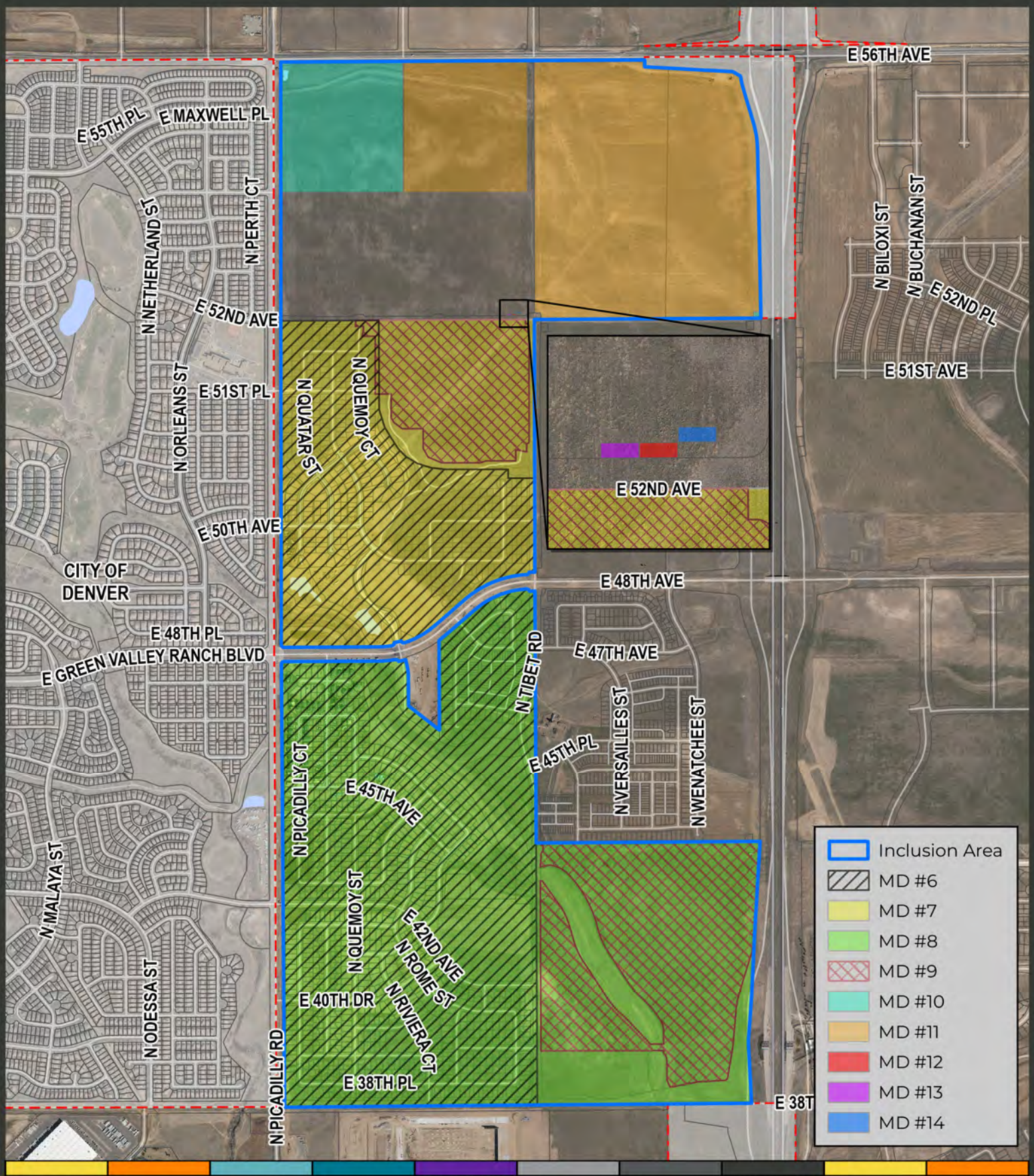
Dated this 29th day of August 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

DocuSigned by:
Brandon Wyszynski
9E0B75DB3C004FC...

By: Brandon Wyszynski

Its: President



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.1 0.2

City of Aurora, Colorado

Green Valley Ranch East
Metropolitan Districts #6-14 and Inclusion Area

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2799_GVREMDs.aprx

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: Painted Prairie Metropolitan District Service Plan Amendments
Item Initiator:
Staff Source: Michael Kerigan, Special District Administrator, Development Services
Legal Source: Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Date of Change: 4/13/2026

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/13/2026

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

Four emails were received by the city clerk's office and attached to the agenda item.

Zapata, Cecilia

From: Jolanda Witvliet <ualdutch@gmail.com>
Sent: Friday, April 10, 2026 5:20 PM
To: City Clerk
Cc: citycouncil
Subject: objection to mill levy

Importance: High

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Hi

I protest and object to the increase in assessments on my property taxes on my properties from the mill levy Metro District:

21612 E 60th Avenue

6316 N Lisbon Street
Aurora, CO 80019

This applies to every meeting April 20 as well as May 4.

Thank you

Jolanda Witvliet
Mile High Dutch, LLC
303-888-6765
UALDutch@gmail.com

Zapata, Cecilia

From: Joanna Zemek <jjzemek@gmail.com>
Sent: Thursday, April 9, 2026 3:12 PM
To: City Clerk
Subject: Objection to proposed Metro District Mill Levy Changes

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

To whom it may concern,

I own a home in Painted Prairie and I OBJECT to the Metro District Mill Levy changes.

According to our city council, the “benefits” listed are line items paid for by the Developer, the cost of which should absolutely NOT be passed to home owners in Painted Prairie.

If these have already been paid for, then why are they listed on this proposal and why are they being held hostage by the developer?

We already pay high Metro district taxes. The developer needs to be held accountable for these fixes we’ve been waiting a LONG TIME for (ie, a stop light at Piccadilly and 56th, etc). I am whole-heartedly against the proposed Metro District Mill Levy changes.

Thank you.

Sincerely,
Joanna Zemek
21142 E. 63 Dr.

Zapata, Cecilia

From: Ryan Irwin <ryanirwinusa@yahoo.com>
Sent: Thursday, April 9, 2026 2:16 PM
To: City Clerk
Subject: Re: Mill Levy

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Apparently we need to object 3 different times or it doesn't count? What kind of Bullshit scam are you guys running?

I still object for the 4/20 meeting.

I'll email you again for the 5/4 meeting to object yet again.

Chris fellows needs to be dealt with accordingly.

I hope this email finds you,
Ryan Irwin

> On Mar 17, 2026, at 2:05 PM, Ryan Irwin <ryanirwinusa@yahoo.com> wrote:
>
> Good afternoon,
>
> Painted Prairie Resident against the Mill Levy Change.
>
> Thanks,
> 21641 e 60th ave

Zapata, Cecilia

From: Alecia Wellen <alecia.d.wellen@gmail.com>
Sent: Thursday, April 9, 2026 1:47 PM
To: City Clerk
Subject: Painted Prairie Mill Levy Proposal_Objection for April 20, 2026

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

All,

Please accept this email as a formal objection to the proposed amendment to the consolidated service plans of special districts, specific to Painted Prairie.

I find a significant conflict of interest in having Chris Fellows serve as the Developer, work on behalf of the Metro District, and serve as the President of the Painted Prairie HOA. As the Developer, he needs to meet his obligations rather than pass costs on to homeowners, as this suggests.

I objected to this proposal in advance of 4/6's public hearing and I'm doing it again in advance for 4/20's hearing.

I OBJECT to this proposal.

Thank you for your consideration,

Alecia Wellen

CITY OF AURORA
Council Agenda Commentary

Item Title: Painted Prairie Metropolitan District Nos. 1-9 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Painted Prairie Metropolitan District Nos. 1-9 ("Districts") are located in Adams County bounded between Himalaya Ave. and Picadilly Road on the west and east respectively; and by 56th Ave. 64th Avenue on the south and north respectively. The Districts were established to finance and construct the public improvements that benefit the citizens of the District for the project known as Painted Prairie. City Council first approved a service plan for the project in 2006, at which time Painted Prairie Metropolitan District Nos. 1-6 were created. In 2017 City Council approved an amended and restated service plan in addition to the creation of Painted Prairie Metropolitan District Nos. 7-9. The property that the Districts serve includes residential and commercial property uses.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This ordinance is a request to approve the second amended and restated Painted Prairie Metropolitan District Nos. 1-9 Service Plan; additionally, this ordinance will approve and authorize the execution of an amended and restated intergovernmental agreement between the City of Aurora, Colorado and the Painted Prairie Metropolitan District Nos. 1-9. Painted Prairie Metropolitan District Nos. 2-10 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Significant changes to the Service Plan include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept of the Service Plan in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN

FOR

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80112

Submitted February 3, 2026

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EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The City of Aurora approved the Amended and Restated Consolidated Service Plan (the "Current Service Plan") for Painted Prairie Metropolitan District Nos. 1-9 (collectively, the "Districts") on July 24, 2017.

Since the time the Current Service Plan was approved, Painted Prairie Metropolitan District No. 2 ("District No. 2"), Painted Prairie Metropolitan District No. 3 ("District No. 3"), Painted Prairie Metropolitan District No. 4 ("District No. 4"), Painted Prairie Metropolitan District No. 5 ("District No. 5"), Painted Prairie Metropolitan District No. 6 ("District No. 6"), Painted Prairie Metropolitan District No. 7 ("District No. 7"), Painted Prairie Metropolitan District No. 8 ("District No. 8"), and Painted Prairie Metropolitan District No. 9 ("District No. 9" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, and District No. 8, "District Nos. 2-9"), along with other metropolitan districts in the City of Aurora, have entered into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "FRIA Establishment Agreement") and are member districts of the Fletcher Aurora Regional Improvement Authority ("FRIA"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-9 to exercise commercial best efforts to submit to the City and pursue through approval one or more amendments to their respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of this Second Amended and Restated Consolidated Service Plan to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-9, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

This Second Amended and Restated Consolidated Service Plan shall supersede and replace the Current Service Plan.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Service Plans.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to the ARI Establishment Agreement or by one or more intergovernmental agreements between the Districts and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment; provided that if an ARI Authority Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning for each District in the first year of collection of a debt service mill levy by such District and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the Districts and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the Districts.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any Districts have promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, or District No. 9, any of the Districts in their singular form.

Districts: means District No. 1 and District Nos. 2, 3, 4, 5, 6, 7, 8, & 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the maps attached hereto as **Exhibit C-1**, describing the Districts' initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy each of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Mill Levy Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as the Painted Prairie Development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries of each District includes approximately one-quarter acres (0.25) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately six hundred thirty four (634) acres. A legal description of the Initial District Boundaries for each District and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the each District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately six hundred thirty four (634) acres of developable land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately one thousand eight hundred six (1,806) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The

Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for the construction and installation of the Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the

designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Nine Hundred Million Dollars ($900,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 6.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Eight Million Dollars ($108,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost

estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from

the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Thirty Six Million Dollars ($36,000,000) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Nine Hundred Million Dollars ($900,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The

Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate Districts' Debt which exceeds fifty percent (50%) of the Districts' assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Districts' Debt which is equal to or less than fifty percent(50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the Districts are entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "Districts" as used herein shall be deemed to refer to the Districts and to each such subdistrict separately, so

that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property within their boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the Districts exceed the Maximum Debt Mill Levy or, for residential property within the Districts, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District(s) and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall

anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be Fifty Thousand Dollars ($50,000) per District, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) per District, which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged by the City to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the Agreed Upon Procedures Engagement.

VIII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts have been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following for each District:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit D** at their first Board meeting after their organizational election. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S00°21'41"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FIVE (5) COURSES:
1. N89°55'26"E A DISTANCE OF 1897.38 FEET;
2. THENCE S77°37'08"E A DISTANCE OF 23.18 FEET;
3. THENCE N89°55'26"E A DISTANCE OF 442.04 FEET;
4. THENCE S84°52'54"E A DISTANCE OF 82.86 FEET;
5. THENCE N89°55'26"E A DISTANCE OF 129.92 FEET TO A LINE BEING 72.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 1219.28 FEET;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE S00°39'21"E A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 1277.39 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING 72.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 1 OF 6

Q:\DEN\Projects\9757-00 Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE S00°13'50"E ALONG SAID PARALLEL LINE A DISTANCE OF 2586.42 FEET TO A LINE BEING 72.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;
THENCE S89°43'32"W ALONG SAID PARALLEL LINE, NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1586.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'04", A RADIUS OF 9984.00 FEET, A CHORD BEARING N88°59'26"W A DISTANCE OF 447.39 FEET, AND AN ARC DISTANCE OF 447.43 FEET;
THENCE N87°42'24"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 172.70 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°33'41", A RADIUS OF 10116.00 FEET, A CHORD BEARING N88°59'15"W A DISTANCE OF 452.20 FEET, AND AN ARC DISTANCE OF 452.24 FEET;
THENCE S89°43'55"W A DISTANCE OF 127.38 FEET;
THENCE S89°43'55"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 142.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 10116.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 453.57 FEET, AND AN ARC DISTANCE OF 453.60 FEET;
THENCE S87°09'46"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 171.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 9984.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 447.66 FEET, AND AN ARC DISTANCE OF 447.70 FEET;
THENCE S89°43'55"W A DISTANCE OF 1198.82 FEET TO A LINE BEING 34.50 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, SAID LINE ALSO BEING THE EASTERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2022000056014 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE N00°17'08"W ALONG SAID EASTERLY LINE A DISTANCE OF 2579.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;
THENCE CONTINUING ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°16'03"W A DISTANCE OF 2153.64 FEET;
2. THENCE N04°16'15"E A DISTANCE OF 268.92 FEET;
3. THENCE N00°16'03"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 141.51 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 2 OF 6

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°11'07", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°49'30"E A DISTANCE OF 35.41 FEET, AND AN ARC DISTANCE OF 39.35 FEET TO A POINT ON SAID SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. N89°55'04"E A DISTANCE OF 378.04 FEET;
2. THENCE N86°11'41"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 181.81 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING S47°08'07"E A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;

THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°28'05", A RADIUS OF 271.00 FEET, A CHORD BEARING S10°44'50"W A DISTANCE OF 105.59 FEET, AND AN ARC DISTANCE OF 106.27 FEET;

THENCE S21°58'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32°30'57", A RADIUS OF 529.00 FEET, A CHORD BEARING S05°43'24"W A DISTANCE OF 296.20 FEET, AND AN ARC DISTANCE OF 300.21 FEET;

THENCE S10°32'04"E A DISTANCE OF 58.28 FEET;
THENCE N89°55'13"E A DISTANCE OF 601.25 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 132.16 FEET;
THENCE S00°29'13"E A DISTANCE OF 135.14 FEET;
THENCE N89°30'47"E A DISTANCE OF 139.64 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE N89°55'13"E A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 178.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE N00°29'13"W A DISTANCE OF 274.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 420.52 FEET;



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 3 OF 6

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE N00°29'13"W A DISTANCE OF 310.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 535.51 FEET;
THENCE N00°29'13"W A DISTANCE OF 329.04 FEET TO A POINT ON SAID SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002;
THENCE N89°55'04"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 254.01 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 590.555 ACRES, MORE OR LESS.

EXCLUDING THE FOLLOWING PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 11;
THENCE N26°59'56"W A DISTANCE OF 1765.54 FEET TO THE **POINT OF BEGINNING;**
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 102.52 FEET;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 43.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.319 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

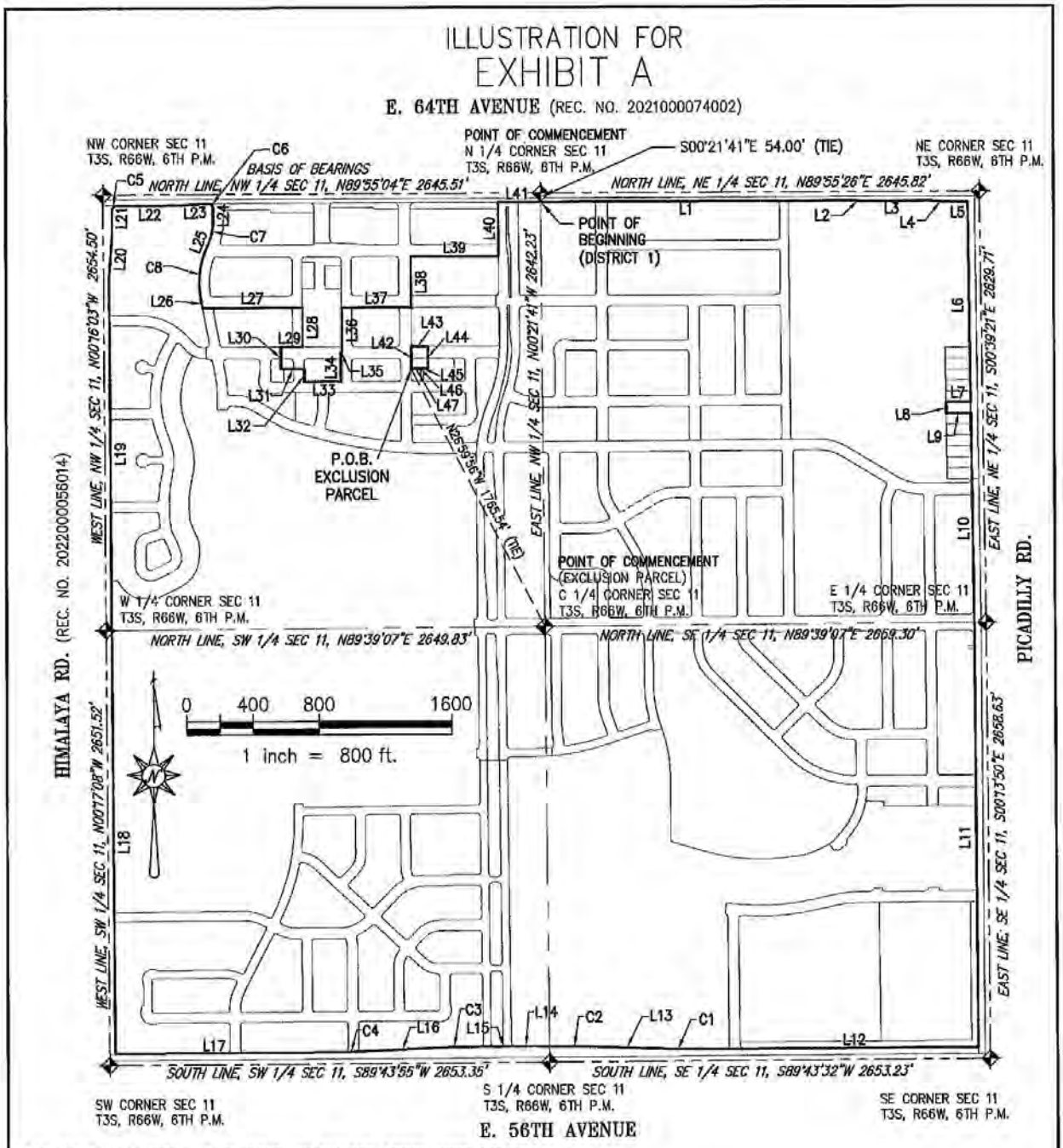
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 4 OF 6

Q:\REN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 590.555 ACRES MORE OR LESS.

THE ABOVE DESCRIBED EXCLUSION PARCEL CONTAINS 0.319 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'26"E	1897.38'
L2	S77°37'08"E	23.18'
L3	N89°55'26"E	442.04'
L4	S84°52'54"E	82.86'
L5	N89°55'26"E	129.92'
L6	S00°39'21"E	1219.28'
L7	S89°20'39"W	150.00'
L8	S00°39'21"E	67.00'
L9	N89°20'39"E	150.00'
L10	S00°39'21"E	1277.39'
L11	S00°13'50"E	2586.42'
L12	S89°43'32"W	1586.74'
L13	N87°42'24"W	172.70'
L14	S89°43'55"W	127.38'
L15	S89°43'55"W	142.62'
L16	S87°09'46"W	171.87'
L17	S89°43'55"W	1198.82'
L18	N00°17'08"W	2579.53'

LINE TABLE		
LINE #	BEARING	LENGTH
L19	N00°16'03"W	2153.64'
L20	N04°16'15"E	268.92'
L21	N00°16'03"W	141.51'
L22	N89°55'04"E	378.04'
L23	N86°11'41"E	181.81'
L24	S00°27'54"E	92.09'
L25	S21°58'53"W	71.41'
L26	S10°32'04"E	58.28'
L27	N89°55'13"E	601.25'
L28	S00°29'13"E	238.01'
L29	S89°55'13"W	132.16'
L30	S00°29'13"E	135.14'
L31	N89°30'47"E	139.64'
L32	S00°29'13"E	79.86'
L33	N89°55'13"E	222.01'
L34	N00°29'13"W	178.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L35	N89°55'13"E	7.50'
L36	N00°29'13"W	274.01'
L37	N89°55'13"E	420.52'
L38	N00°29'13"W	310.01'
L39	N89°55'13"E	535.51'
L40	N00°29'13"W	329.04'
L41	N89°55'04"E	254.01'
L42	N00°29'13"W	136.92'
L43	N89°55'13"E	102.52'
L44	S00°04'47"E	135.00'
L45	S89°55'13"W	43.56'
L46	S00°29'13"E	1.50'
L47	S89°30'47"W	58.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	2°34'04"	9984.00'	N88°59'26"W	447.39'	447.43'
C2	2°33'41"	10116.00'	N88°59'15"W	452.20'	452.24'
C3	2°34'09"	10116.00'	S88°26'50"W	453.57'	453.60'
C4	2°34'09"	9984.00'	S88°26'50"W	447.66'	447.70'
C5	90°11'07"	25.00'	N44°49'30"E	35.41'	39.35'
C6	93°20'25"	25.00'	S47°08'07"E	36.37'	40.73'
C7	22°28'05"	271.00'	S10°44'50"W	105.59'	106.27'
C8	32°30'57"	529.00'	S05°43'24"W	296.20'	300.21'

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 6 OF 6

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 11, TOWNSHIP 3 SOUTH , RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 38003, WHENCE THE NORTHEAST CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER BRASS CAP SET BY PLS 16398 IN A RANGE BOX IS ASSUMED TO BEAR NORTH 00°39'21" WEST, 2629.71 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°33'24" WEST A DISTANCE OF 72.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 1117.42 FEET;

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 558.48 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°21'15", AN ARC LENGTH OF 24.88 FEET, THE CHORD OF WHICH BEARS NORTH 05°12'20" EAST, A DISTANCE OF 24.88 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 86°28'17" WEST, A DISTANCE OF 110.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 31°55'02", AN ARC LENGTH OF 261.26 FEET, THE CHORD OF WHICH BEARS SOUTH 26°13'33" WEST, A DISTANCE OF 257.90 FEET , TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°56'02", AN ARC LENGTH OF 29.30 FEET, THE CHORD OF WHICH BEARS SOUTH 00°13'02" WEST, A DISTANCE OF 26.75 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 48°52'00" WEST, A DISTANCE OF 70.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°08'59", AN ARC LENGTH OF 29.02 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'28" WEST, A DISTANCE OF 26.54 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 34°53'58" WEST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 02°09'47", AN ARC LENGTH OF 15.86 FEET, THE CHORD OF WHICH BEARS NORTH 54°01'09" EAST, A DISTANCE OF 15.85 FEET , TO A POINT OF NON-TANGENCY;

THENCE NORTH 44°05'16" EAST, A DISTANCE OF 64.61 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 44°15'17", AN ARC LENGTH OF 320.54 FEET, THE CHORD OF WHICH BEARS NORTH 21°57'38" EAST, 312.63 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°56'49", AN ARC LENGTH OF 23.55 FEET, THE CHORD OF WHICH BEARS NORTH 45°08'25" WEST, 21.20 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 45°03'18", AN ARC LENGTH OF 436.43 FEET, THE CHORD OF WHICH BEARS NORTH 67°35'10" WEST, 425.27 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 45°03'31" WEST, A DISTANCE OF 704.68 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 277.00 FEET, A CENTRAL ANGLE OF 44°42'38", AN ARC LENGTH OF 216.16 FEET, THE CHORD OF WHICH BEARS NORTH 22°42'12" WEST, 210.71 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 60.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 217.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 314.63 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 18°06'24", AN ARC LENGTH OF 214.58 FEET, THE CHORD OF WHICH BEARS SOUTH 09°24'05" EAST, 213.69 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 18°27'17" EAST, A DISTANCE OF 43.66 FEET;

THENCE SOUTH 71°32'43" WEST, A DISTANCE OF 54.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 63°27'17" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 71°32'43" WEST, A DISTANCE OF 294.39 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1299.00 FEET, A CENTRAL ANGLE OF 13°43'41", AN ARC LENGTH OF 311.24 FEET, THE CHORD OF WHICH BEARS SOUTH 78°24'33" WEST, 310.50 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 04°43'36" WEST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°01'45", AN ARC LENGTH OF 24.09 FEET, THE CHORD OF WHICH BEARS NORTH 39°15'32" EAST, 21.59 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 06°45'21" WEST, A DISTANCE OF 56.50 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 06°24'28", AN ARC LENGTH OF 59.27 FEET, THE CHORD OF WHICH BEARS NORTH 03°33'07" WEST, 59.24 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 540.59 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 15.90 FEET;

THENCE NORTH 00°21'41" WEST, A DISTANCE OF 96.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 33.92 FEET;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 270.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 47°26'54", AN ARC LENGTH OF 58.80 FEET, THE CHORD OF WHICH BEARS NORTH 00°20'53" WEST, 57.13 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 664.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 14.15 FEET;

THENCE NORTH 00°21'41" WEST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 1656.07 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 31°40'30", AN ARC LENGTH OF 184.09 FEET, THE CHORD OF WHICH BEARS SOUTH 74°30'38" EAST, 181.76 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 58°40'23" EAST, A DISTANCE OF 356.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 31°58'58", AN ARC LENGTH OF 149.04 FEET, THE CHORD OF WHICH BEARS SOUTH 74°39'52" EAST, 147.11 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89°20'39" EAST, A DISTANCE OF 282.03 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 44°20'39" EAST, 35.36 FEET , TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°39'21" EAST, A DISTANCE OF 876.21 FEET, TO THE **POINT OF BEGINNING**.

THE DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 4,659,486 SQUARE FEET OR 106.967 ACRES, MORE OR LESS.

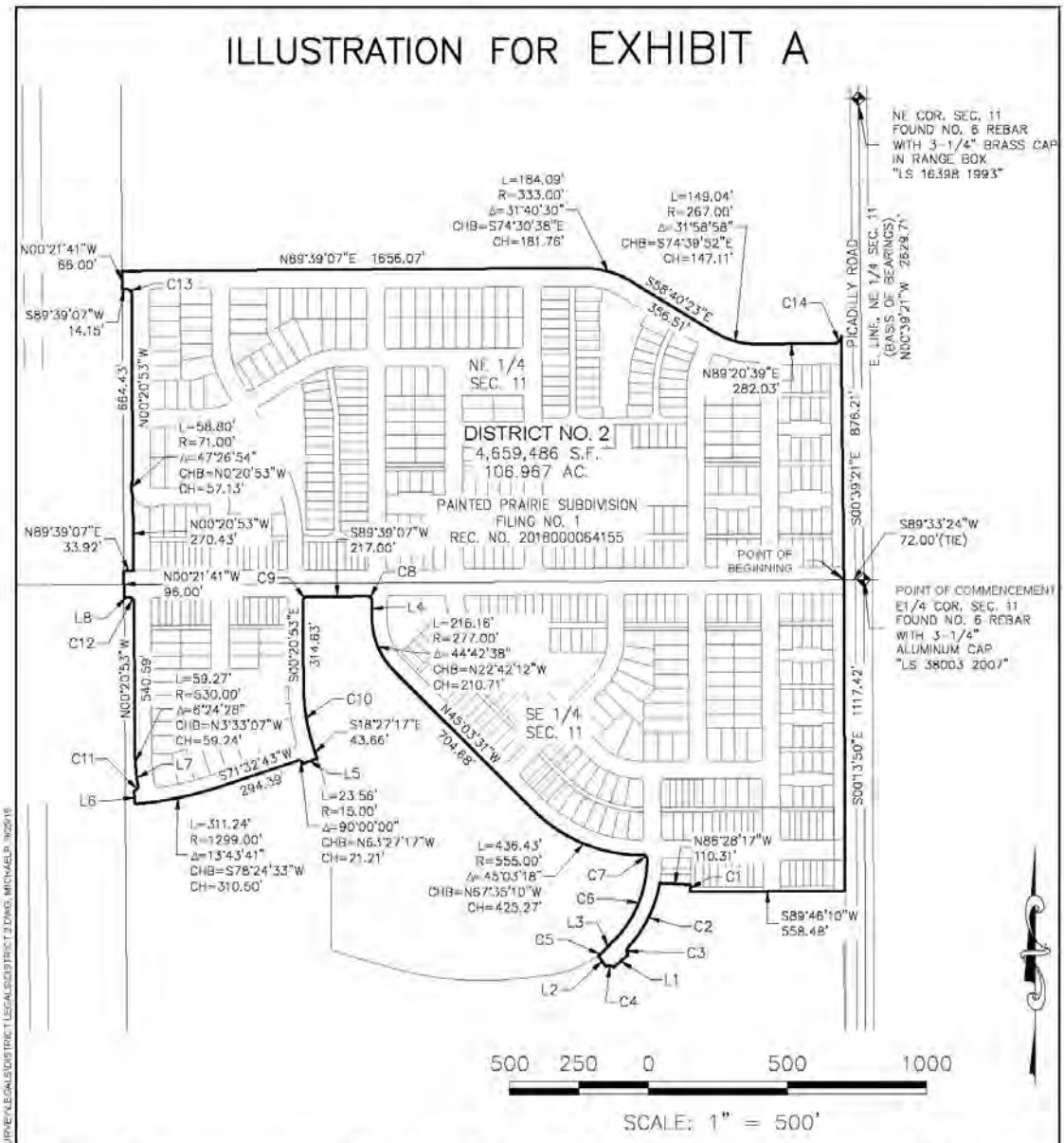
THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ILLUSTRATION FOR EXHIBIT A



SCALE: 1" = 500'

THE ABOVE DESCRIBED PARCEL CONTAINS 4,659,486 SQUARE FEET OR (106.967 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A PARCEL SITUATED IN THE EAST HALF OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
DRAWN BY: MJP	SCALE: 1" = 500'	R.O.W. FILE NUMBER	
CHECKED BY: KJK	DATE: 9/24/2019	JOB NUMBER: 8130155402	

N:\PROJECTS\PAINTED PRAIRIE\DGN\SURVEY\PAINTED PRAIRIE LEGALS\DISTRICT LEGALS\DISTRICT 2.DWG, MICHAEL.P, 10/2/19

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S48°52'00"W	70.00'
L2	N34°53'58"W	49.00'
L3	N44°05'16"E	64.61'
L4	N00°20'53"W	60.83'
L5	S71°32'43"W	54.00'
L6	N04°43'36"W	49.00'
L7	N06°45'21"W	56.50'
L8	S89°39'07"W	15.90'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	425.00'	3°21'15"	24.88'	N05°12'20"E	24.88'
C2	469.00'	31°55'02"	261.26'	S26°13'33"W	257.90'
C3	20.00'	83°56'02"	29.30'	S00°13'02"W	26.75'
C4	20.00'	83°08'59"	29.02'	N83°19'28"W	26.54'
C5	420.00'	2°09'47"	15.86'	N54°01'09"E	15.85'
C6	415.00'	44°15'17"	320.54'	N21°57'38"E	312.63'
C7	15.00'	89°56'49"	23.55'	N45°08'25"W	21.20'
C8	15.00'	90°00'00"	23.56'	N45°20'53"W	21.21'
C9	15.00'	90°00'00"	23.56'	S44°39'07"W	21.21'
C10	679.00'	18°06'24"	214.58'	S09°24'05"E	213.69'
C11	15.00'	92°01'45"	24.09'	N39°15'32"E	21.59'
C12	20.00'	90°00'00"	31.42'	N45°20'53"W	28.28'
C13	20.00'	90°00'00"	31.42'	N45°20'53"W	28.28'
C14	25.00'	90°00'00"	39.27'	N44°20'39"E	35.36'

THE ABOVE DESCRIBED PARCEL CONTAINS 4,659,486 SQUARE FEET OR (106.967 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER:
MJP	1" = 500'	
CHECKED BY:	DATE:	JOB NUMBER:
KJK	9/24/2019	8130155402

A PARCEL SITUATED IN THE EAST HALF OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N05°01'25"W A DISTANCE OF 945.40 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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Telephone: 303-751-0741

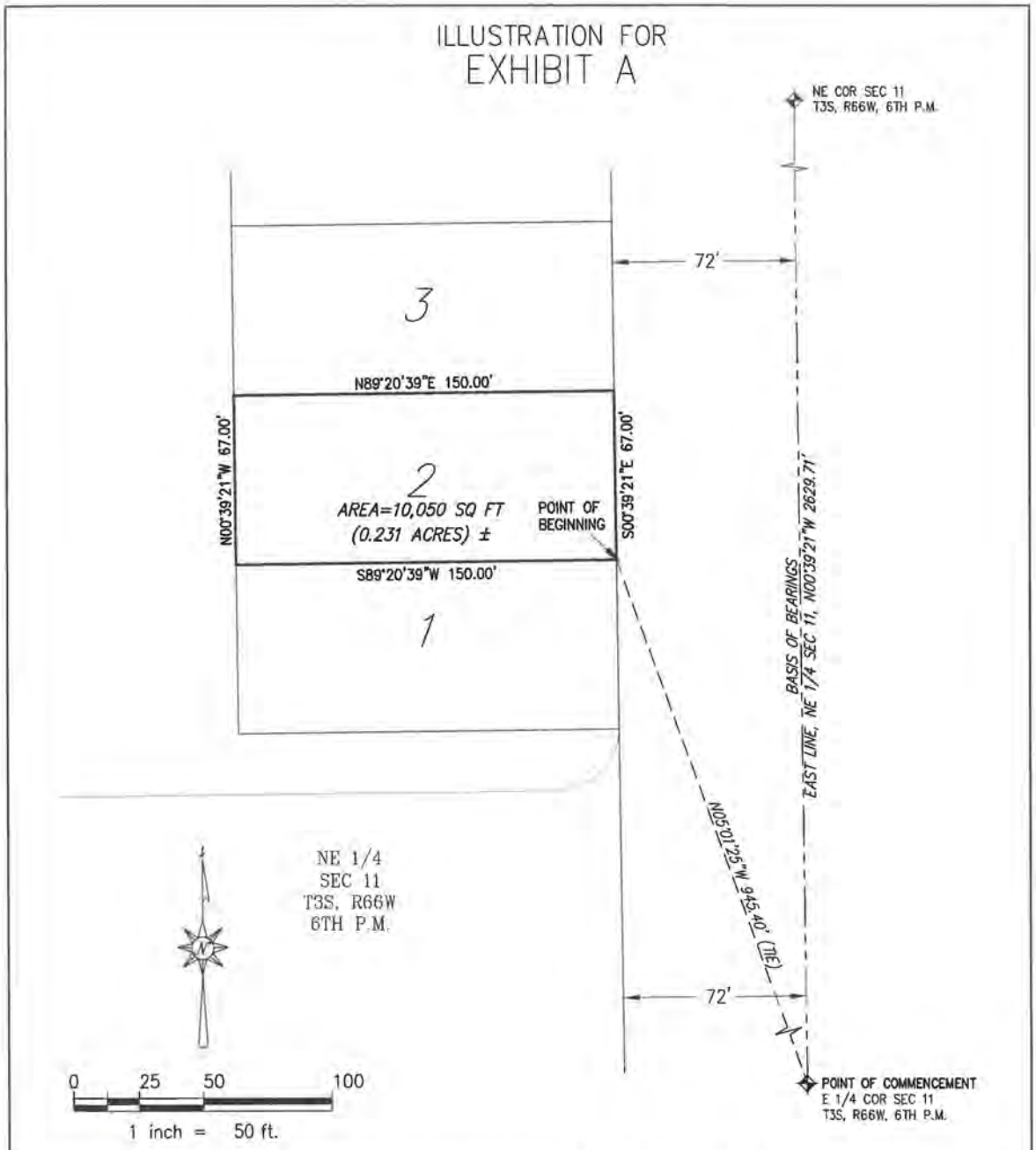
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 2 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 2 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER BRASS CAP SET BY PLS 16398, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP SET BY PLS 28649 IN A RANGE BOX IS ASSUMED TO BEAR SOUTH 89°55'26" WEST, A DISTANCE OF 2645.82 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 86°16'51" WEST A DISTANCE OF 1133.13 FEET TO A POINT OF CURVATURE, BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°16'19", AN ARC LENGTH OF 31.51 FEET, THE CHORD OF WHICH BEARS SOUTH 44°47'17" WEST, A DISTANCE OF 28.35 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 201.73 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 60.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 226.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 64.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 516.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 64.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 180.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 1509.17 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 14.15 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 664.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 47°26'54", AN ARC LENGTH OF 58.80 FEET, THE CHORD OF WHICH BEARS SOUTH 00°20'53" EAST, 57.13 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 270.43 FEET;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 33.92 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 96.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 15.90 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 540.59 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 06°24'28", AN ARC LENGTH OF 59.27 FEET, THE CHORD OF WHICH BEARS SOUTH 03°33'07" EAST, 59.24 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 06°45'21" EAST, A DISTANCE OF 56.50 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°01'45", AN ARC LENGTH OF 24.09 FEET, THE CHORD OF WHICH BEARS SOUTH 39°15'32" WEST, 21.59 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 04°43'36" EAST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1299.00 FEET, A CENTRAL ANGLE OF 04°22'35", AN ARC LENGTH OF 99.22 FEET, THE CHORD OF WHICH BEARS SOUTH 87°27'42" WEST, 99.20 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 149.48 FEET, TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°08'12", AN ARC LENGTH OF 31.46 FEET, THE CHORD OF WHICH BEARS SOUTH 44°34'53" WEST, 28.32 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°40'58" WEST, A DISTANCE OF 83.00 FEET;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 1836.33 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1045.00 FEET, A CENTRAL ANGLE OF 20°43'10", AN ARC LENGTH OF 377.90 FEET, THE CHORD OF WHICH BEARS NORTH 09°52'22" EAST, 375.84 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 949.00 FEET, A CENTRAL ANGLE OF 20°43'10", AN ARC LENGTH OF 343.18 FEET, THE CHORD OF WHICH BEARS NORTH 09°52'22" EAST, 341.31 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 842.21 FEET;

THENCE NORTH 89°55'04" EAST, A DISTANCE OF 194.41 FEET;

THENCE NORTH 89°55'26" EAST, A DISTANCE OF 1514.94 FEET, TO THE **POINT OF BEGINNING**.

THE DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 3,142,058 SQUARE FEET OR 72.132 ACRES, MORE OR LESS.

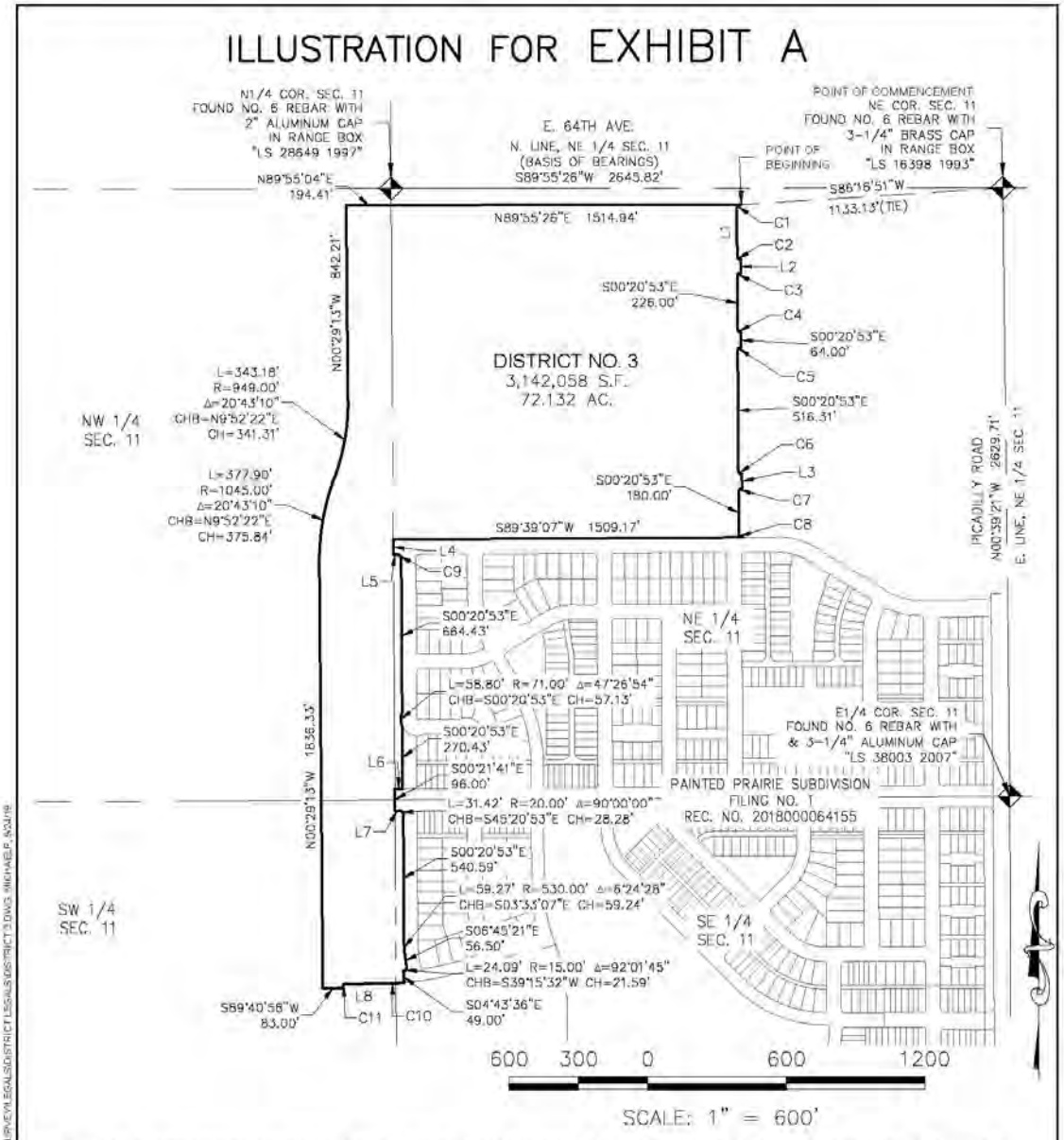
THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ILLUSTRATION FOR EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 3,142,058 SQUARE FEET OR (72.132 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A PARCEL SITUATED IN SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
DRAWN BY: MJP	SCALE: 1" = 600'	R.O.W. FILE NUMBER:	
CHECKED BY: KJK	DATE: 9/20/2019	JOB NUMBER: 8130155402	

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ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°20'53"E	201.73'
L2	S00°20'53"E	60.00'
L3	S00°20'53"E	64.00'
L4	S00°21'41"E	66.00'
L5	N89°39'07"E	14.15'
L6	S89°39'07"W	33.92'
L7	N89°39'07"E	15.90'
L8	S89°38'59"W	149.48'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	90°16'19"	31.51'	S44°47'17"W	28.35'
C2	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C3	15.00'	90°00'00"	23.56'	S44°39'07"W	21.21'
C4	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C5	15.00'	89°59'59"	23.56'	S44°39'07"W	21.21'
C6	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C7	15.00'	89°59'59"	23.56'	S44°39'07"W	21.21'
C8	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C9	20.00'	90°00'00"	31.42'	S45°20'53"E	28.28'
C10	1299.00'	4°22'35"	99.22'	S87°27'42"W	99.20'
C11	20.00'	90°08'12"	31.46'	S44°34'53"W	28.32'

THE ABOVE DESCRIBED PARCEL CONTAINS 3,142,058 SQUARE FEET OR (72.132 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PARCEL SITUATED IN SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
MJP	1" = 600'	
CHECKED BY:	DATE:	JOB NUMBER:
KJK	9/20/2019	8130155402

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N04°44'05"W A DISTANCE OF 1012.22 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

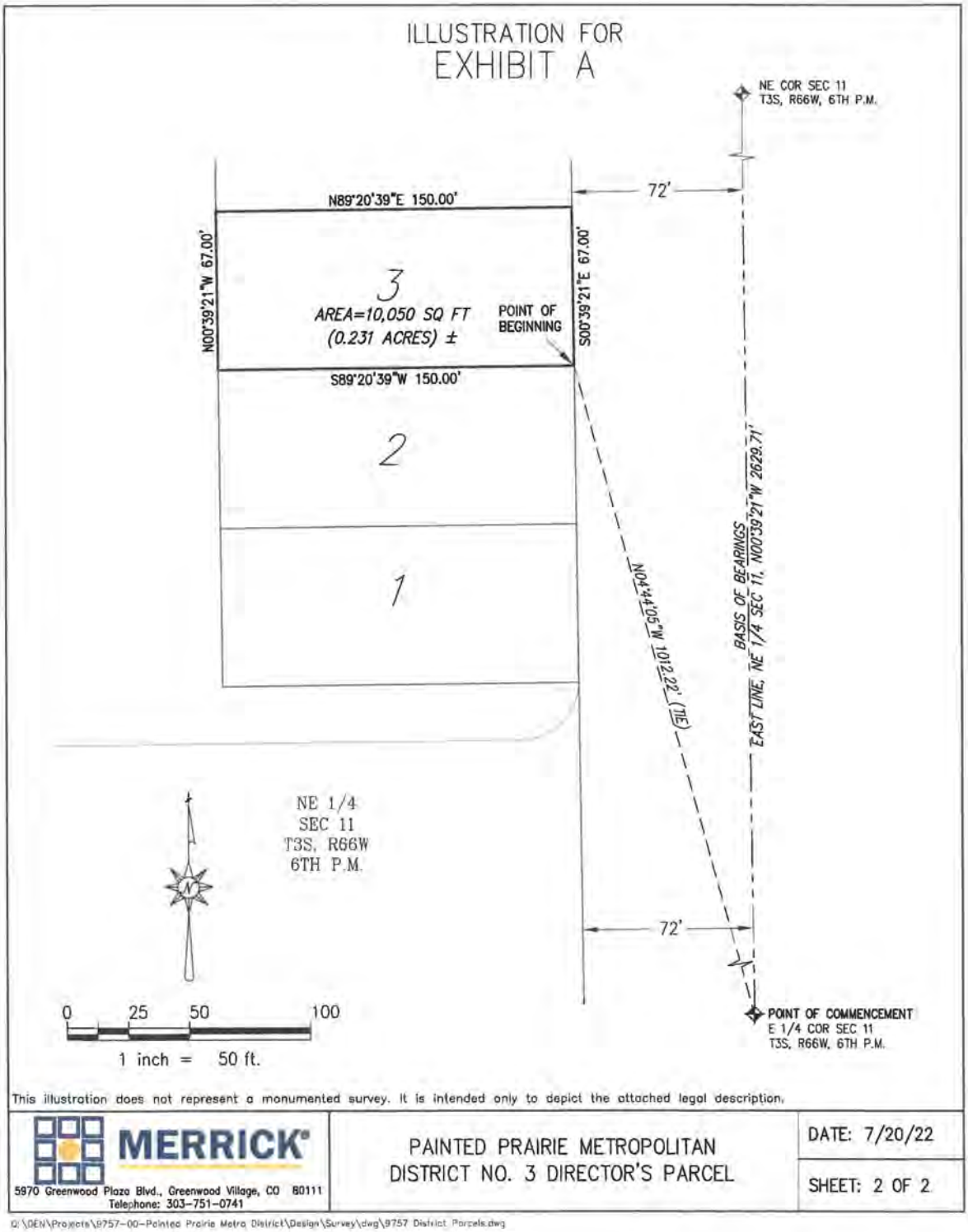
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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 11;
THENCE S21°02'39"E A DISTANCE OF 1314.41 FEET TO THE **POINT OF BEGINNING;**
THENCE S02°28'11"E A DISTANCE OF 65.00 FEET;
THENCE S08°40'20"E A DISTANCE OF 41.18 FEET;
THENCE S14°33'03"E A DISTANCE OF 59.46 FEET;
THENCE S21°16'32"E A DISTANCE OF 67.65 FEET;
THENCE S18°04'01"E A DISTANCE OF 50.48 FEET;
THENCE S11°52'29"E A DISTANCE OF 50.48 FEET;
THENCE S05°40'56"E A DISTANCE OF 50.48 FEET;
THENCE S00°30'36"W A DISTANCE OF 50.48 FEET;
THENCE S06°25'36"W A DISTANCE OF 45.98 FEET;
THENCE S11°32'35"W A DISTANCE OF 45.96 FEET;
THENCE S09°19'11"W A DISTANCE OF 63.81 FEET;
THENCE S04°23'18"W A DISTANCE OF 63.81 FEET;
THENCE S00°09'57"E A DISTANCE OF 54.05 FEET;
THENCE S04°43'23"E A DISTANCE OF 63.89 FEET;
THENCE S20°43'18"E A DISTANCE OF 62.42 FEET;
THENCE S24°01'17"E A DISTANCE OF 41.06 FEET;
THENCE S20°01'57"E A DISTANCE OF 41.06 FEET;
THENCE S02°48'50"E A DISTANCE OF 71.79 FEET;
THENCE S07°39'16"W A DISTANCE OF 49.36 FEET;



KENNETH G. CLELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

DATE: 11/16/22

SHEET: 1 OF 4

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE S16°01'23"W A DISTANCE OF 48.49 FEET;
THENCE S30°09'42"W A DISTANCE OF 48.49 FEET;
THENCE S44°18'02"W A DISTANCE OF 48.49 FEET;
THENCE S57°10'49"W A DISTANCE OF 39.89 FEET;
THENCE S62°59'26"W A DISTANCE OF 153.67 FEET;
THENCE S82°15'03"W A DISTANCE OF 45.63 FEET;
THENCE N85°24'52"W A DISTANCE OF 102.49 FEET;
THENCE N56°13'56"W A DISTANCE OF 52.94 FEET;
THENCE N42°13'11"W A DISTANCE OF 52.94 FEET;
THENCE N30°08'12"W A DISTANCE OF 38.41 FEET;
THENCE S89°43'57"W A DISTANCE OF 40.00 FEET;
THENCE N00°16'03"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1636.91 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°57'19", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°14'42"E A DISTANCE OF 28.27 FEET, AND AN ARC DISTANCE OF 31.40 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE N89°46'39"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.33 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°01'37", A RADIUS OF 407.00 FEET, A CHORD BEARING S66°42'33"E A DISTANCE OF 324.76 FEET, AND AN ARC DISTANCE OF 334.06 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S43°11'44"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 57.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°15'07", A RADIUS OF 93.00 FEET, A CHORD BEARING S51°49'18"E A DISTANCE OF 27.90 FEET, AND AN ARC DISTANCE OF 28.00 FEET; (NEXT COURSE NON-TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S28°05'19"W A DISTANCE OF 130.63 FEET;
THENCE S20°23'23"W A DISTANCE OF 65.15 FEET;
THENCE S12°45'22"W A DISTANCE OF 65.50 FEET;
THENCE S05°07'43"W A DISTANCE OF 65.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 18.437 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
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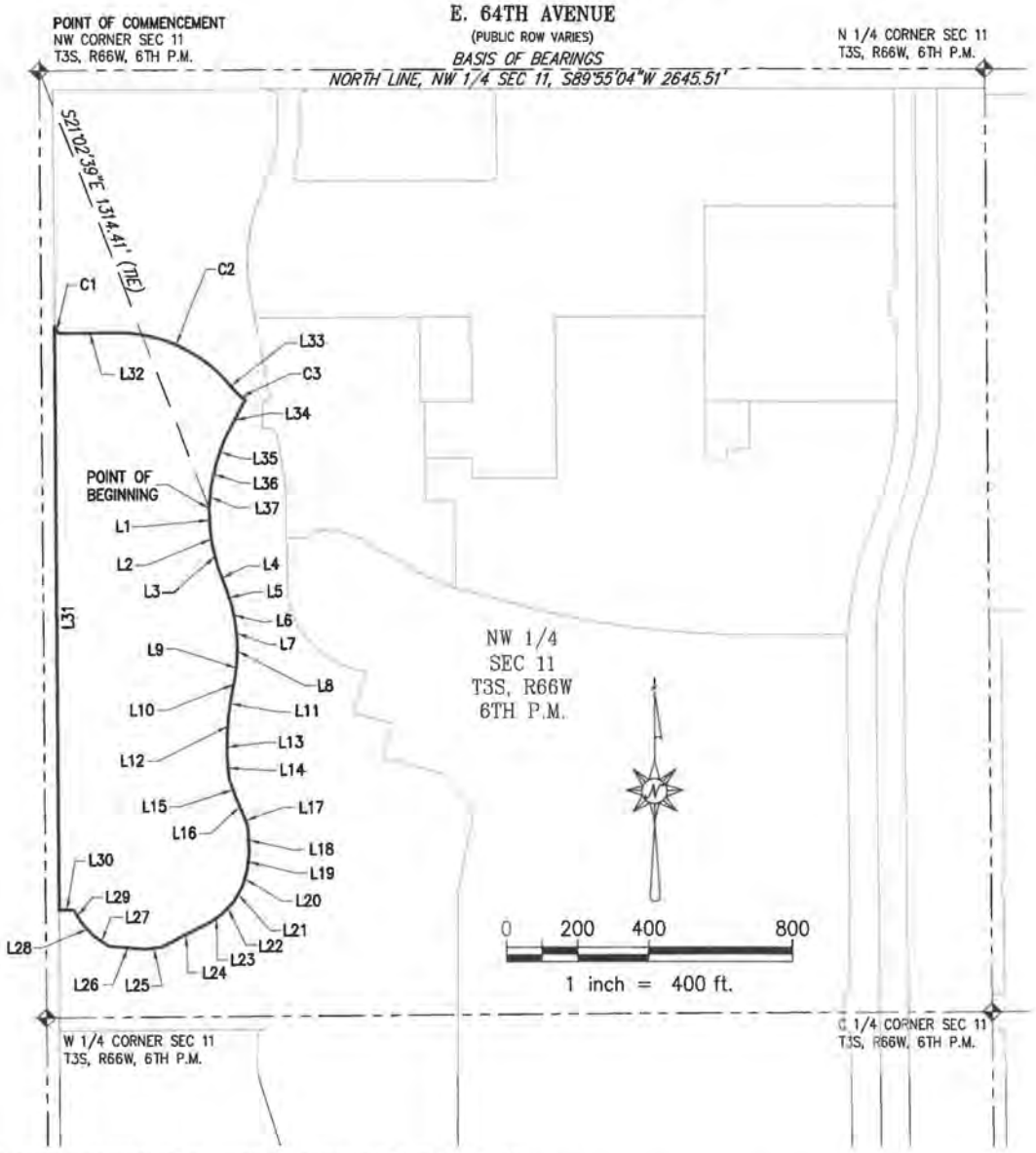
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

DATE: 11/16/22

SHEET: 2 OF 4

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 18.437 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S02°28'11"E	65.00'
L2	S08°40'20"E	41.18'
L3	S14°33'03"E	59.46'
L4	S21°16'32"E	67.65'
L5	S18°04'01"E	50.48'
L6	S11°52'29"E	50.48'
L7	S05°40'56"E	50.48'
L8	S00°30'36"W	50.48'
L9	S06°25'36"W	45.98'
L10	S11°32'35"W	45.96'
L11	S09°19'11"W	63.81'
L12	S04°23'18"W	63.81'
L13	S00°09'57"E	54.05'
L14	S04°43'23"E	63.89'
L15	S20°43'18"E	62.42'
L16	S24°01'17"E	41.06'
L17	S20°01'57"E	41.06'
L18	S02°48'50"E	71.79'
L19	S07°39'16"W	49.36'
L20	S16°01'23"W	48.49'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S30°09'42"W	48.49'
L22	S44°18'02"W	48.49'
L23	S57°10'49"W	39.89'
L24	S62°59'26"W	153.67'
L25	S82°15'03"W	45.63'
L26	N85°24'52"W	102.49'
L27	N56°13'56"W	52.94'
L28	N42°13'11"W	52.94'
L29	N30°08'12"W	38.41'
L30	S89°43'57"W	40.00'
L31	N00°16'03"W	1636.91'
L32	N89°46'39"E	156.33'
L33	S43°11'44"E	57.02'
L34	S28°05'19"W	130.63'
L35	S20°23'23"W	65.15'
L36	S12°45'22"W	65.50'
L37	S05°07'43"W	65.05'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°57'19"	20.00'	S45°14'42"E	28.27'	31.40'
C2	47°01'37"	407.00'	S66°42'33"E	324.76'	334.06'
C3	17°15'07"	93.00'	S51°49'18"E	27.90'	28.00'

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 11;
THENCE S43°18'18"E A DISTANCE OF 50.56 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 574.99 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°39'07"W A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE S00°20'53"E NON-TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 68.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°08'19", A RADIUS OF 236.00 FEET, A CHORD BEARING S08°55'02"E A DISTANCE OF 70.33 FEET, AND AN ARC DISTANCE OF 70.59 FEET;
THENCE S17°29'11"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 576.80 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°12'03", A RADIUS OF 264.00 FEET, A CHORD BEARING S08°53'10"E A DISTANCE OF 78.96 FEET, AND AN ARC DISTANCE OF 79.26 FEET;
THENCE S00°17'08"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 262.69 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 76.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 30.64 FEET, AND AN ARC DISTANCE OF 30.85 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 84.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 33.86 FEET, AND AN ARC DISTANCE OF 34.10 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°47'04", A RADIUS OF 62.00 FEET, A CHORD BEARING S18°36'24"W A DISTANCE OF 40.15 FEET, AND AN ARC DISTANCE OF 40.89 FEET;
THENCE S00°17'08"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 599.23 FEET;
THENCE S89°42'52"W A DISTANCE OF 748.02 FEET;
THENCE N00°17'08"W A DISTANCE OF 1749.38 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 28.138 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
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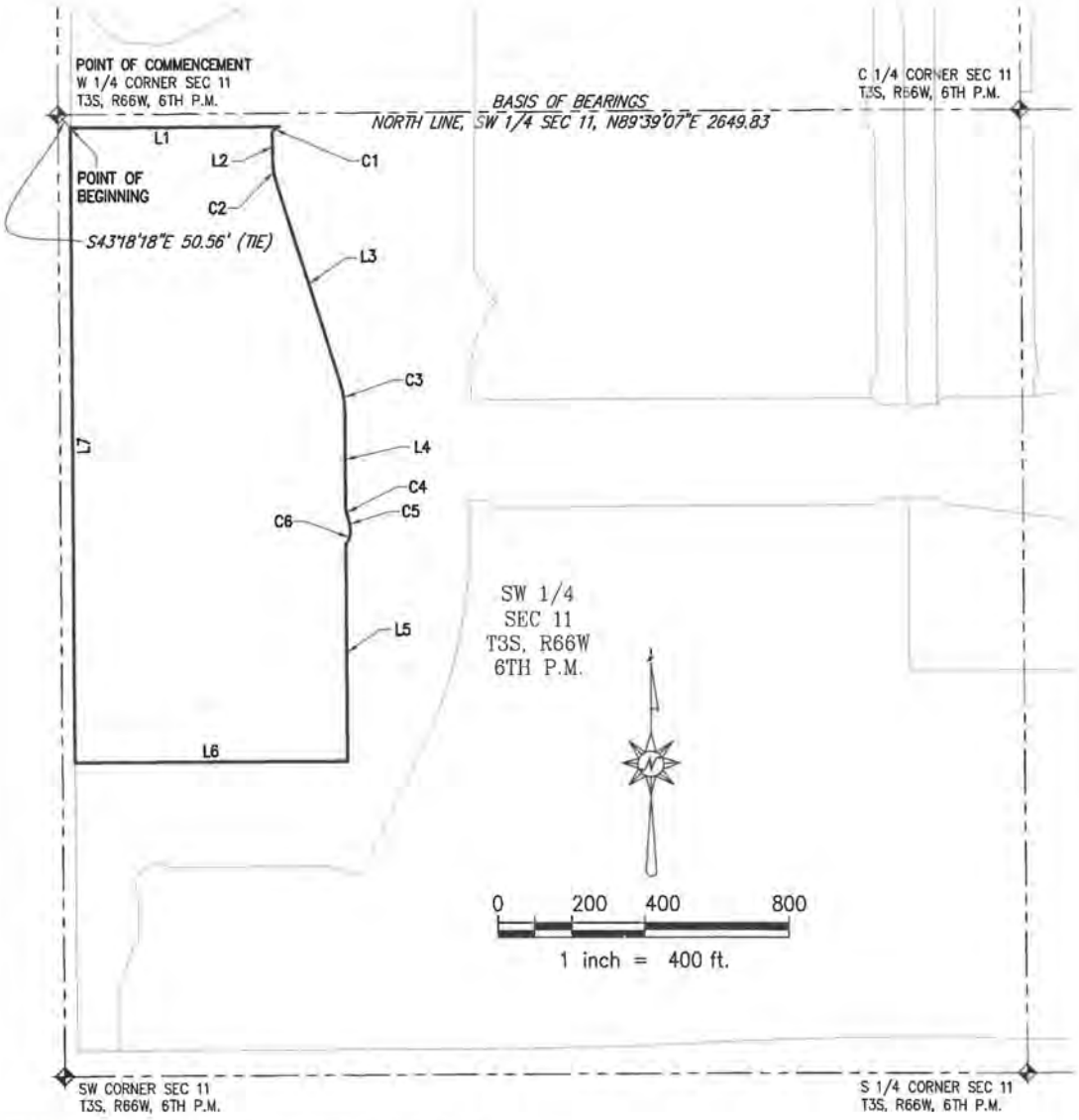
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DATE: 11/16/22

SHEET: 2 OF 4

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

DATE: 11/16/22

SHEET: 3 OF 4

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°39'07"E	574.99'
L2	S00°20'53"E	68.30'
L3	S17°29'11"E	576.80'
L4	S00°17'08"E	262.69'
L5	S00°17'08"E	599.23'
L6	S89°42'52"W	748.02'
L7	N00°17'08"W	1749.38'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°00'00"	20.00'	S44°39'07"W	28.28'	31.42'
C2	17°08'19"	236.00'	S08°55'02"E	70.33'	70.59'
C3	17°12'03"	264.00'	S08°53'10"E	78.96'	79.26'
C4	23°15'22"	76.00'	S11°54'49"E	30.64'	30.85'
C5	23°15'22"	84.00'	S11°54'49"E	33.86'	34.10'
C6	37°47'04"	62.00'	S18°36'24"W	40.15'	40.89'

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DATE: 11/16/22

SHEET: 4 OF 4

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID WEST QUARTER CORNER OF SECTION 11;
THENCE S66°51'03"E A DISTANCE OF 1314.15 FEET TO THE **POINT OF BEGINNING;**
THENCE N49°26'01"W A DISTANCE OF 14.12 FEET;
THENCE N32°04'30"W A DISTANCE OF 97.03 FEET;
THENCE N00°15'41"E A DISTANCE OF 779.82 FEET;
THENCE N11°32'21"E A DISTANCE OF 235.94 FEET;
THENCE N41°13'08"W A DISTANCE OF 129.18 FEET;
THENCE N74°53'52"W A DISTANCE OF 174.77 FEET;
THENCE N15°03'18"E A DISTANCE OF 99.79 FEET;
THENCE N74°57'59"W A DISTANCE OF 109.64 FEET;
THENCE N14°37'58"E A DISTANCE OF 120.70 FEET;
THENCE N77°22'47"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 25.76 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°19'01", A RADIUS OF 259.06 FEET, A CHORD BEARING N44°19'37"W A DISTANCE OF 264.20 FEET, AND AN ARC DISTANCE OF 277.24 FEET;
THENCE N01°43'48"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.98 FEET;
THENCE N89°30'47"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 62.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°45'24"E A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 1 OF 5

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE N90°00'00"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING S74°38'15"E A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE S59°16'29"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°41'29", A RADIUS OF 533.00 FEET, A CHORD BEARING S67°07'14"E A DISTANCE OF 145.52 FEET, AND AN ARC DISTANCE OF 145.97 FEET;
THENCE S74°57'59"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS OF 2533.00 FEET, A CHORD BEARING S82°39'26"E A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING S43°57'02"E A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°56'02", A RADIUS OF 980.50 FEET, A CHORD BEARING S00°58'48"W A DISTANCE OF 50.20 FEET, AND AN ARC DISTANCE OF 50.21 FEET;
THENCE S00°29'13"E A DISTANCE OF 716.47 FEET;
THENCE S04°16'37"W A DISTANCE OF 24.08 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 180.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'20", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'57"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S01°44'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 96.03 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°51'40", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°25'03"E A DISTANCE OF 28.25 FEET, AND AN ARC DISTANCE OF 31.37 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 656.18 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
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FOR AND ON BEHALF OF MERRICK & COMPANY

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'12", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'53"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S00°35'54"E A DISTANCE OF 49.00 FEET;
THENCE S89°39'00"W A DISTANCE OF 1097.86 FEET;
THENCE N00°20'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 75.40 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 40°54'53", A RADIUS OF 296.00 FEET, A CHORD BEARING N20°06'33"E A DISTANCE OF 206.91 FEET, AND AN ARC DISTANCE OF 211.37 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 52.088 ACRES, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

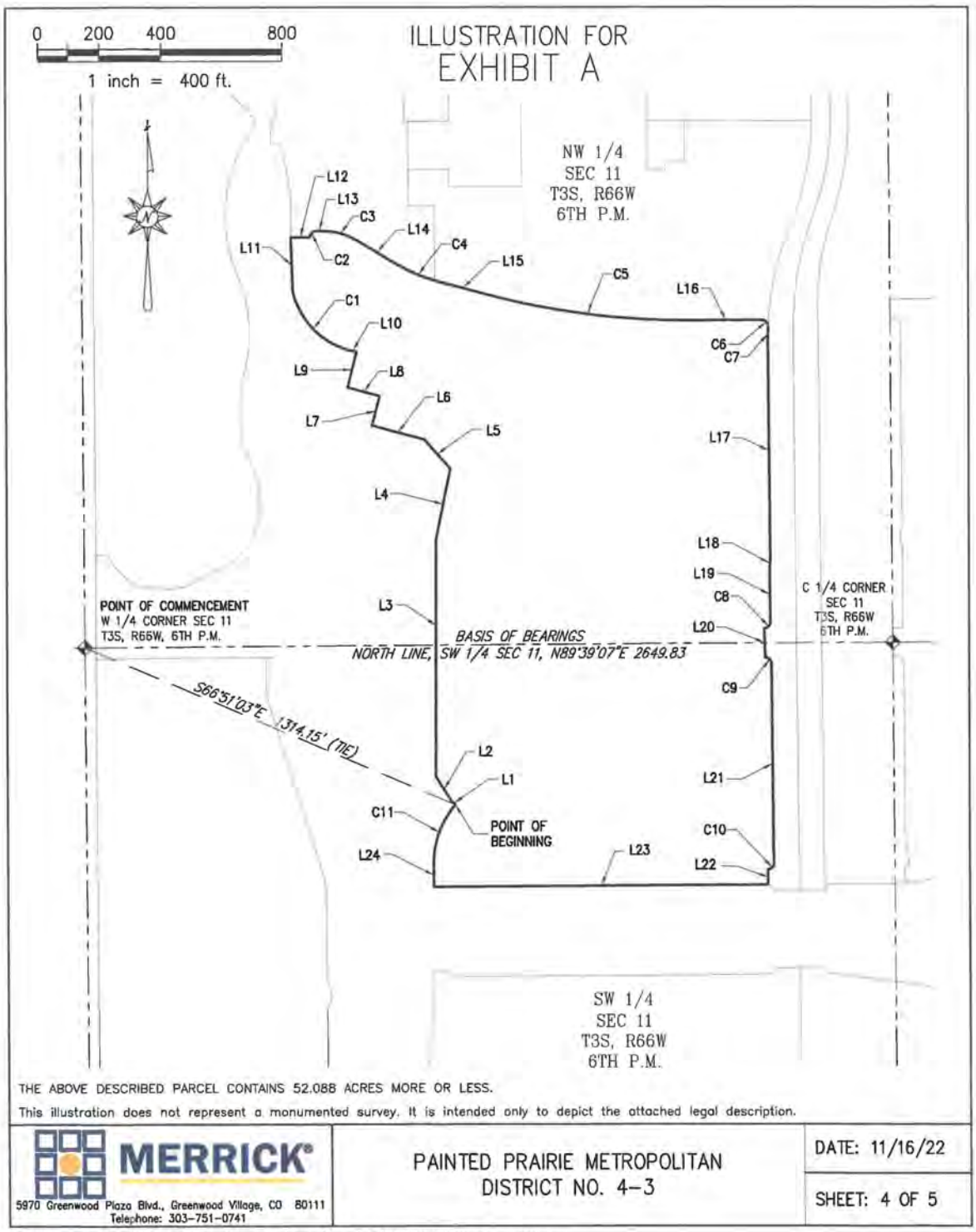
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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 4 OF 5

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N49°26'01"W	14.12'
L2	N32°04'30"W	97.03'
L3	N00°15'41"E	779.82'
L4	N11°32'21"E	235.94'
L5	N41°13'08"W	129.18'
L6	N74°53'52"W	174.77'
L7	N15°03'18"E	99.79'
L8	N74°57'59"W	109.64'
L9	N14°37'58"E	120.70'
L10	N77°22'47"W	25.76'
L11	N01°43'48"W	180.98'
L12	N89°30'47"E	62.00'
L13	N90°00'00"E	23.63'
L14	S59°16'29"E	156.78'
L15	S74°57'59"E	155.74'
L16	N89°39'07"E	234.61'
L17	S00°29'13"E	716.47'
L18	S04°16'37"W	24.08'
L19	S00°29'13"E	180.31'
L20	S01°44'17"E	96.03'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S00°29'13"E	656.18'
L22	S00°35'54"E	49.00'
L23	S89°39'00"W	1097.86'
L24	N00°20'53"W	75.40'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	61°19'01"	259.06'	N44°19'37"W	264.20'	277.24'
C2	90°29'13"	20.00'	N44°45'24"E	28.40'	31.59'
C3	30°43'30"	217.00'	S74°38'15"E	114.98'	116.37'
C4	15°41'29"	533.00'	S67°07'14"E	145.52'	145.97'
C5	15°22'54"	2533.00'	S82°39'26"E	677.97'	680.01'
C6	92°47'42"	20.00'	S43°57'02"E	28.97'	32.39'
C7	2°56'02"	980.50'	S00°58'48"W	50.20'	50.21'
C8	90°08'20"	20.00'	S44°34'57"W	28.32'	31.46'
C9	89°51'40"	20.00'	S45°25'03"E	28.25'	31.37'
C10	90°08'12"	20.00'	S44°34'53"W	28.32'	31.46'
C11	40°54'53"	296.00'	N20°06'33"E	206.91'	211.37'

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE EAST QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 11;
THENCE S51°57'47"E A DISTANCE OF 2163.82 FEET TO THE **POINT OF BEGINNING**;
THENCE S34°59'28"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 48.88 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°08'05", A RADIUS OF 20.00 FEET, A CHORD BEARING S83°19'28"E A DISTANCE OF 26.54 FEET, AND AN ARC DISTANCE OF 29.02 FEET;
THENCE N48°52'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 70.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°56'29", A RADIUS OF 20.00 FEET, A CHORD BEARING N00°13'02"E A DISTANCE OF 26.75 FEET, AND AN ARC DISTANCE OF 29.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 31°55'04", A RADIUS OF 469.00 FEET, A CHORD BEARING N26°13'33"E A DISTANCE OF 257.90 FEET, AND AN ARC DISTANCE OF 261.27 FEET;
THENCE S86°28'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°21'17", A RADIUS OF 425.00 FEET, A CHORD BEARING S05°12'20"W A DISTANCE OF 24.88 FEET, AND AN ARC DISTANCE OF 24.88 FEET;
THENCE N89°46'10"E A DISTANCE OF 558.48 FEET;
THENCE S00°13'50"E A DISTANCE OF 554.44 FEET;



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

SHEET: 1 OF 4

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE S89°46'10"W A DISTANCE OF 598.65 FEET;
THENCE S89°46'10"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 119.44 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING S83°27'23"W A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE S77°08'37"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING N87°25'38"W A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N73°48'33"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING N82°04'42"W A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S89°38'00"W A DISTANCE OF 614.24 FEET;
THENCE N00°29'13"W A DISTANCE OF 476.37 FEET;
THENCE N89°40'37"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 83.23 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99°48'44", A RADIUS OF 15.00 FEET, A CHORD BEARING S40°26'56"E A DISTANCE OF 22.95 FEET, AND AN ARC DISTANCE OF 26.13 FEET;
THENCE S82°54'52"E A DISTANCE OF 329.26 FEET;
THENCE S73°48'33"E A DISTANCE OF 582.60 FEET;
THENCE S70°24'27"E A DISTANCE OF 85.98 FEET;
THENCE S73°48'33"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 207.15 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°38'35", A RADIUS OF 1200.00 FEET, A CHORD BEARING S85°07'51"E A DISTANCE OF 471.16 FEET, AND AN ARC DISTANCE OF 474.24 FEET;
THENCE N83°32'51"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 86.95 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°26'49", A RADIUS OF 420.00 FEET, A CHORD BEARING N69°19'27"E A DISTANCE OF 206.39 FEET, AND AN ARC DISTANCE OF 208.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.988 ACRES, MORE OR LESS.



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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Telephone: 303-751-0741

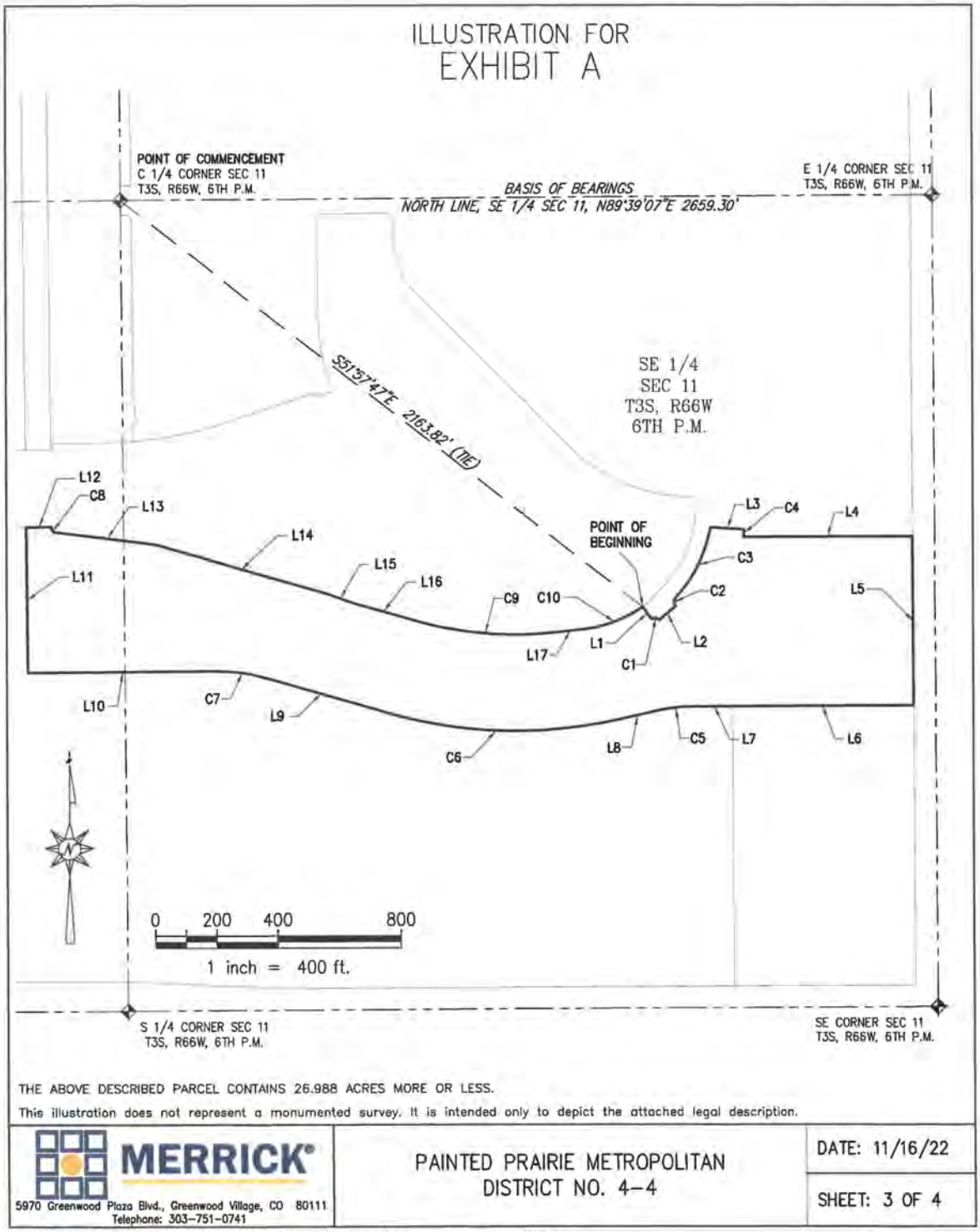
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

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THE ABOVE DESCRIBED PARCEL CONTAINS 26.988 ACRES MORE OR LESS.

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S34°59'28"E	48.88'
L2	N48°52'00"E	70.00'
L3	S86°28'17"E	110.31'
L4	N89°46'10"E	558.48'
L5	S00°13'50"E	554.44'
L6	S89°46'10"W	598.65'
L7	S89°46'10"W	119.44'
L8	S77°08'37"W	120.96'
L9	N73°48'33"W	355.73'
L10	S89°38'00"W	614.24'
L11	N00°29'13"W	476.37'
L12	N89°40'37"E	83.23'
L13	S82°54'52"E	329.26'
L14	S73°48'33"E	582.60'
L15	S70°24'27"E	85.98'
L16	S73°48'33"E	207.15'
L17	N83°32'51"E	86.95'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	83°08'05"	20.00'	S83°19'28"E	26.54'	29.02'
C2	83°56'29"	20.00'	N00°13'02"E	26.75'	29.30'
C3	31°55'04"	469.00'	N26°13'33"E	257.90'	261.27'
C4	3°21'17"	425.00'	S05°12'20"W	24.88'	24.88'
C5	12°37'33"	600.00'	S83°27'23"W	131.95'	132.22'
C6	30°51'29"	1514.50'	N87°25'38"W	805.85'	815.67'
C7	16°32'19"	600.00'	N82°04'42"W	172.59'	173.19'
C8	99°48'44"	15.00'	S40°26'56"E	22.95'	26.13'
C9	22°38'35"	1200.00'	S85°07'51"E	471.16'	474.24'
C10	28°26'49"	420.00'	N69°19'27"E	206.39'	208.53'

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DATE: 11/16/22

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EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N04°28'54"W A DISTANCE OF 1079.06 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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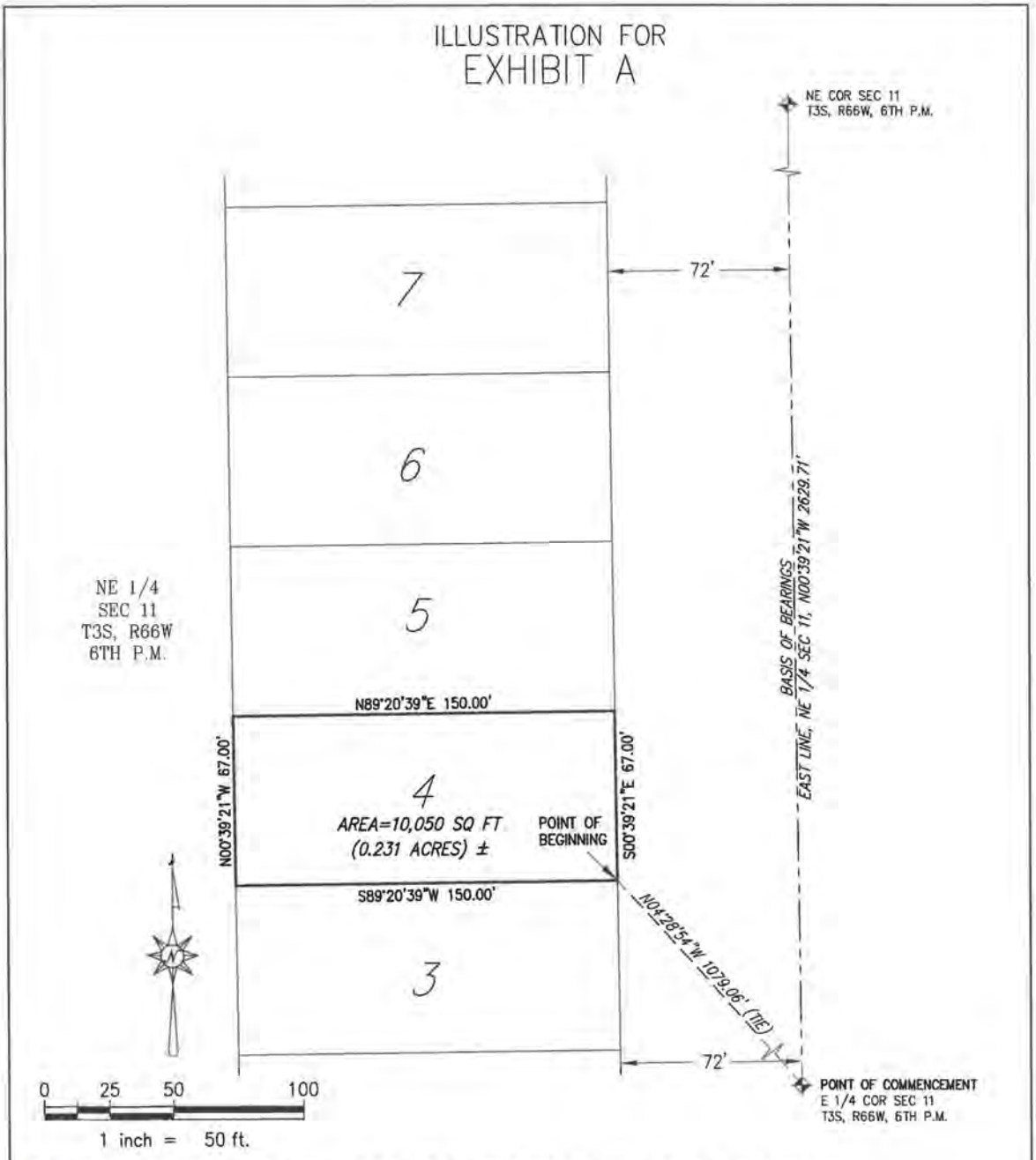
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 4 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°39'07"W BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE WEST QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 11;
THENCE S16°07'42"W A DISTANCE OF 1112.36 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 476.37 FEET;
THENCE N89°38'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 614.24 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING S82°04'42"E A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S73°48'33"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING S87°25'38"E A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N77°08'37"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING N83°27'23"E A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE N89°46'10"E A DISTANCE OF 125.67 FEET;
THENCE S00°29'13"E A DISTANCE OF 915.96 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE S89°43'32"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 998.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'04", A RADIUS OF 9984.00 FEET, A CHORD BEARING N88°59'26"W A DISTANCE OF 447.39 FEET, AND AN ARC DISTANCE OF 447.43 FEET;
THENCE N87°42'24"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 172.70 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°33'41", A RADIUS OF 10116.00 FEET, A CHORD BEARING N88°59'15"W A DISTANCE OF 452.20 FEET, AND AN ARC DISTANCE OF 452.24 FEET;
THENCE S89°43'55"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 127.38 FEET;
THENCE S89°43'55"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 142.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 10116.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 453.57 FEET, AND AN ARC DISTANCE OF 453.60 FEET;
THENCE S87°09'46"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 171.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 9984.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 447.66 FEET, AND AN ARC DISTANCE OF 447.70 FEET;
THENCE S89°43'55"W A DISTANCE OF 1082.10 FEET;
THENCE N00°16'05"W A DISTANCE OF 170.33 FEET;
THENCE N19°31'16"E A DISTANCE OF 132.53 FEET;
THENCE N89°43'55"E A DISTANCE OF 11.00 FEET;
THENCE N00°16'05"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 112.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING N10°08'35"W A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 129°29'59", A RADIUS OF 60.00 FEET, A CHORD BEARING N44°43'55"E A DISTANCE OF 108.53 FEET, AND AN ARC DISTANCE OF 135.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING S80°23'35"E A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE N89°43'55"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 405.04 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°04'26", A RADIUS OF 169.00 FEET, A CHORD BEARING S76°43'52"E A DISTANCE OF 79.12 FEET, AND AN ARC DISTANCE OF 79.86 FEET;
THENCE S63°11'39"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 9.52 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING N71°48'21"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N26°48'21"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 371.36 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°17'34", A RADIUS OF 1279.00 FEET, A CHORD BEARING N13°09'34"E A DISTANCE OF 603.50 FEET, AND AN ARC DISTANCE OF 609.25 FEET;
THENCE N00°29'13"W A DISTANCE OF 106.28 FEET;
THENCE N89°30'47"E A DISTANCE OF 54.00 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 6.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING S45°29'13"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N89°30'47"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1038.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°30'47"E A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE N89°40'37"E A DISTANCE OF 83.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 103.888 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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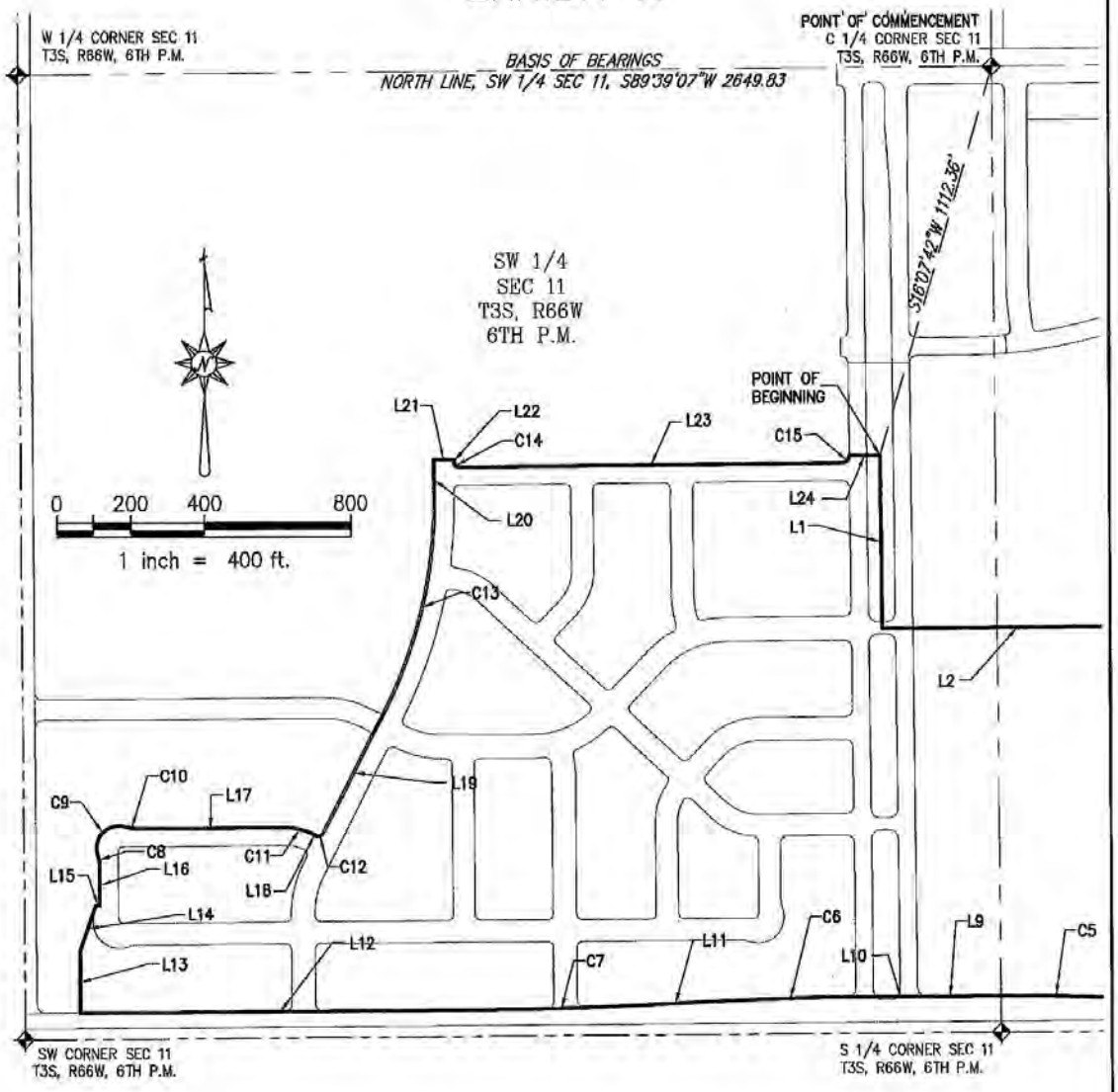
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DATE: 9/6/23

SHEET: 3 OF 6

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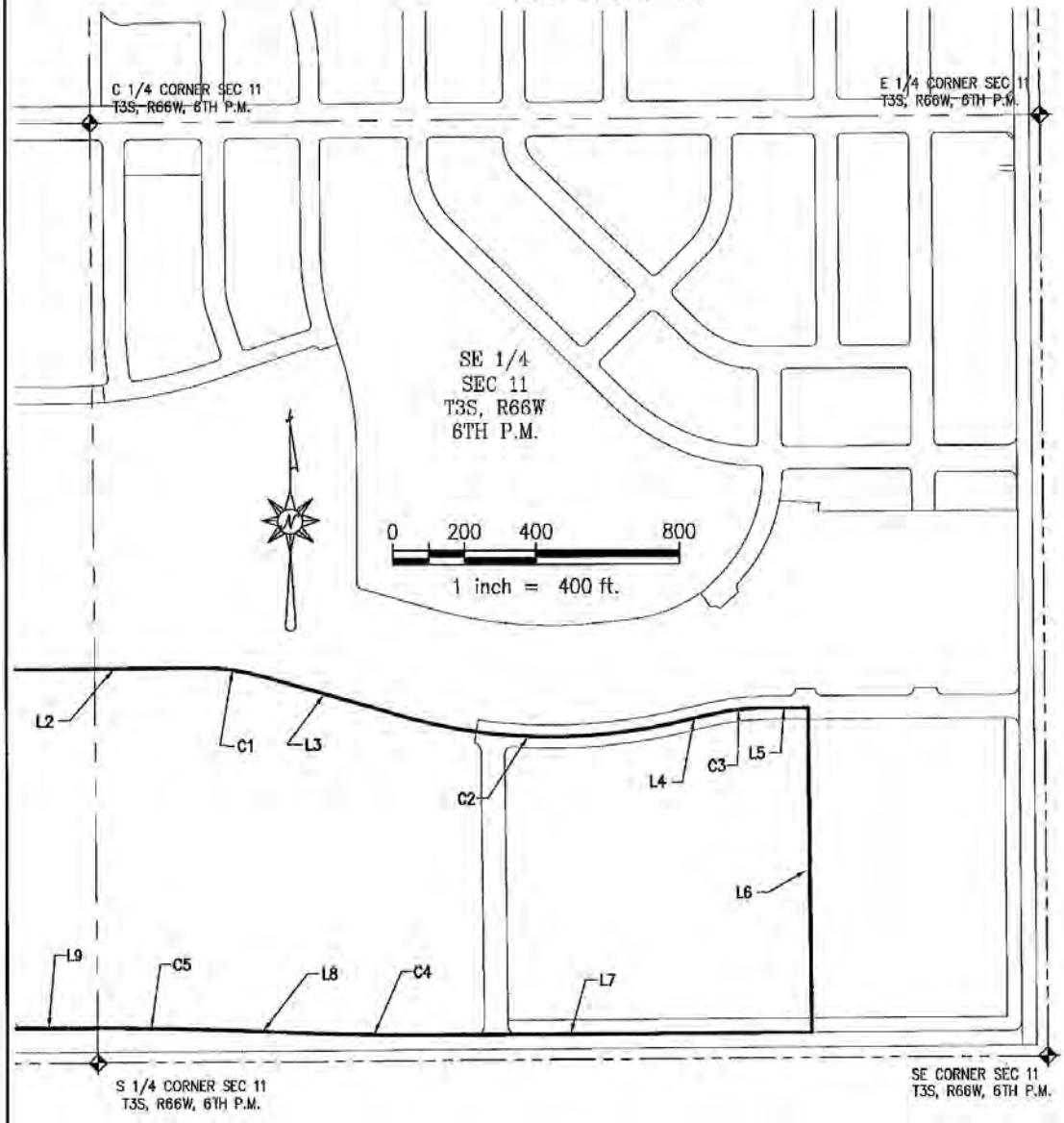
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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°29'13"E	476.37'
L2	N89°38'00"E	614.24'
L3	S73°48'33"E	355.73'
L4	N77°08'37"E	120.96'
L5	N89°46'10"E	125.67
L6	S00°29'13"E	915.96'
L7	S89°43'32"W	998.41'
L8	N87°42'24"W	172.70'
L9	S89°43'55"W	127.38'
L10	S89°43'55"W	142.62'
L11	S87°09'46"W	171.87'
L12	S89°43'55"W	1082.10'
L13	N00°16'05"W	170.33'
L14	N19°31'16"E	132.53'
L15	N89°43'55"E	11.00'
L16	N00°16'05"W	112.09'
L17	N89°43'55"E	405.04'
L18	S63°11'39"E	9.52'
L19	N26°48'21"E	371.36'
L20	N00°29'13"W	106.28'
L21	N89°30'47"E	54.00'
L22	S00°29'13"E	6.00'
L23	N89°30'47"E	1038.63'
L24	N89°40'37"E	83.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	16°32'19"	600.00'	S82°04'42"E	172.59'	173.19'
C2	30°51'29"	1514.50'	S87°25'38"E	805.85'	815.67'
C3	12°37'33"	600.00'	N83°27'23"E	131.95'	132.22'
C4	2°34'04"	9984.00'	N88°59'26"W	447.39'	447.43'
C5	2°33'41"	10116.00'	N88°59'15"W	452.20'	452.24'
C6	2°34'09"	10116.00'	S88°26'50"W	453.57'	453.60'
C7	2°34'09"	9984.00'	S88°26'50"W	447.66'	447.70'
C8	19°45'00"	76.00'	N10°08'35"W	26.07'	26.20'
C9	129°29'59"	60.00'	N44°43'55"E	108.53'	135.61'
C10	19°45'00"	76.00'	S80°23'35"E	26.07'	26.20'
C11	27°04'26"	169.00'	S76°43'52"E	79.12'	79.86'
C12	90°00'00"	15.00'	N71°48'21"E	21.21'	23.56'
C13	27°17'34"	1279.00'	N13°09'34"E	603.50'	609.25'
C14	90°00'00"	15.00'	S45°29'13"E	21.21'	23.56'
C15	90°00'00"	20.00'	N44°30'47"E	28.28'	31.42'

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 6 OF 6

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EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N04°15'30"W A DISTANCE OF 1145.92 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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Telephone: 303-751-0741

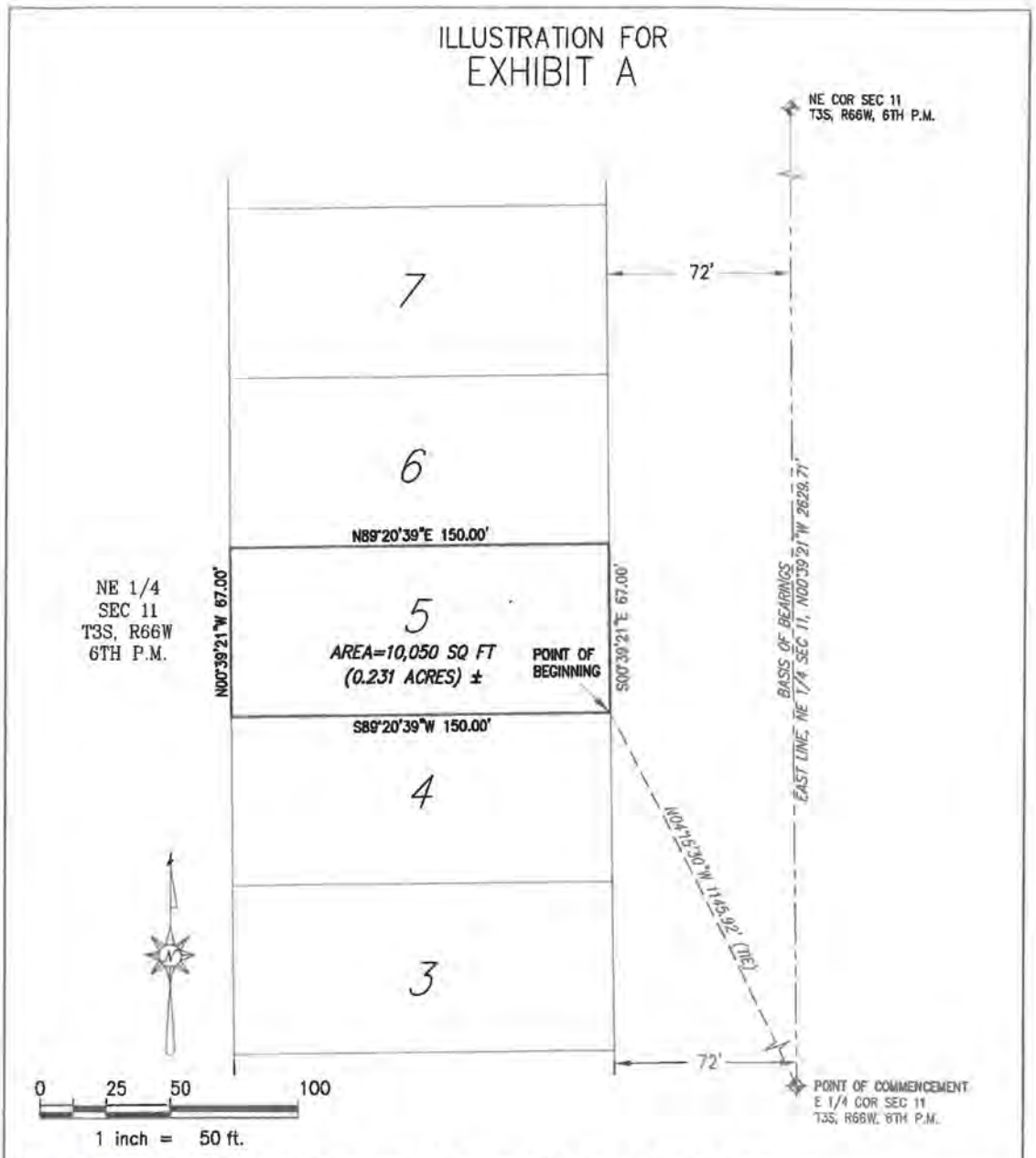
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°43'32"W BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE SOUTH QUARTER CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 11;
THENCE N45°34'56"W A DISTANCE OF 101.20 FEET TO THE **POINT OF BEGINNING**;
THENCE S89°43'32"W A DISTANCE OF 588.32 FEET;
THENCE N00°29'13"W A DISTANCE OF 915.96 FEET;
THENCE N89°46'10"E A DISTANCE OF 592.41 FEET;
THENCE S00°13'50"E A DISTANCE OF 915.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.411 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

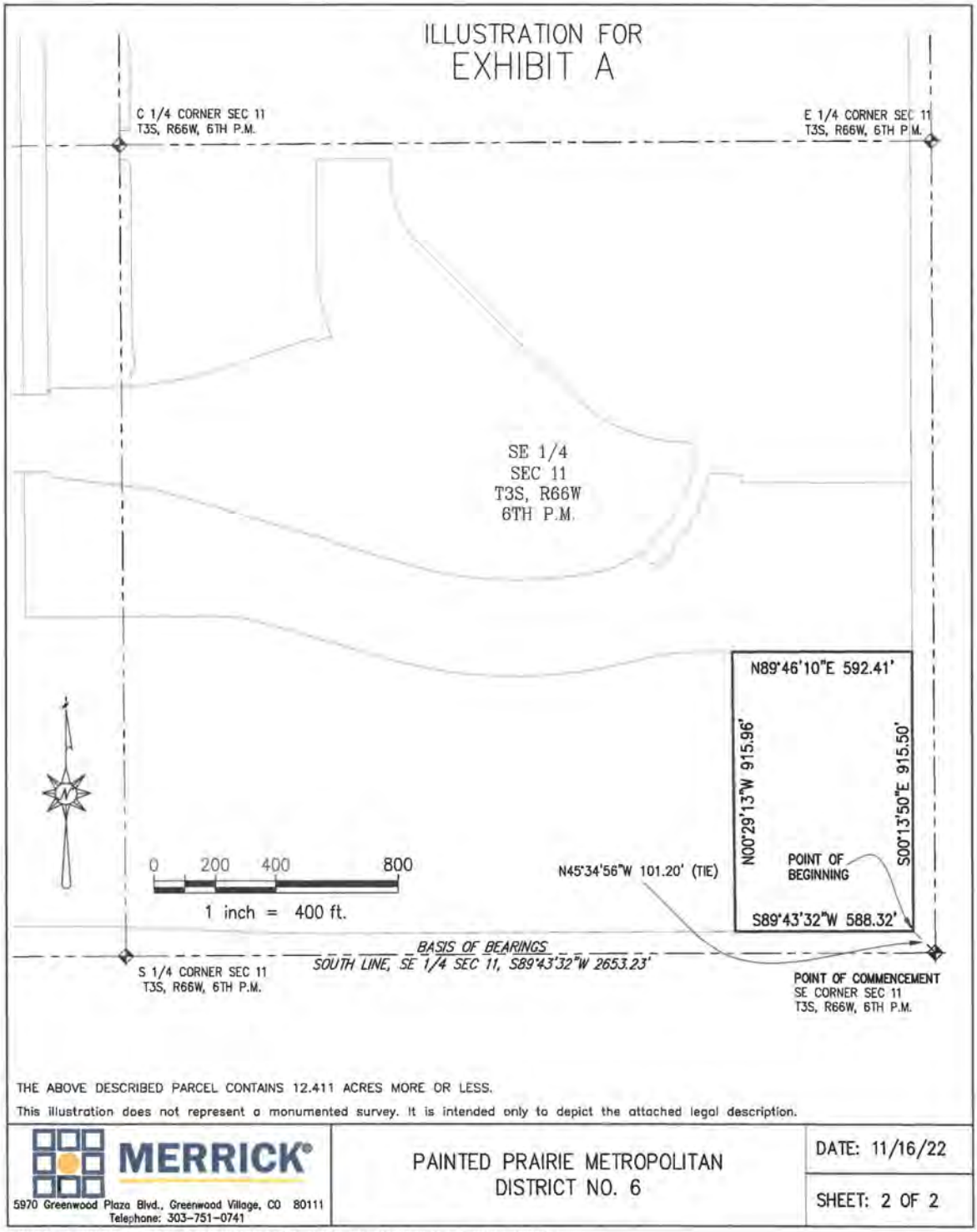
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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6

DATE: 11/16/22

SHEET: 1 OF 2

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THE ABOVE DESCRIBED PARCEL CONTAINS 12.411 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6

DATE: 11/16/22

SHEET: 2 OF 2

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EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N04°03'34"W A DISTANCE OF 1212.79 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
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Telephone: 303-751-0741

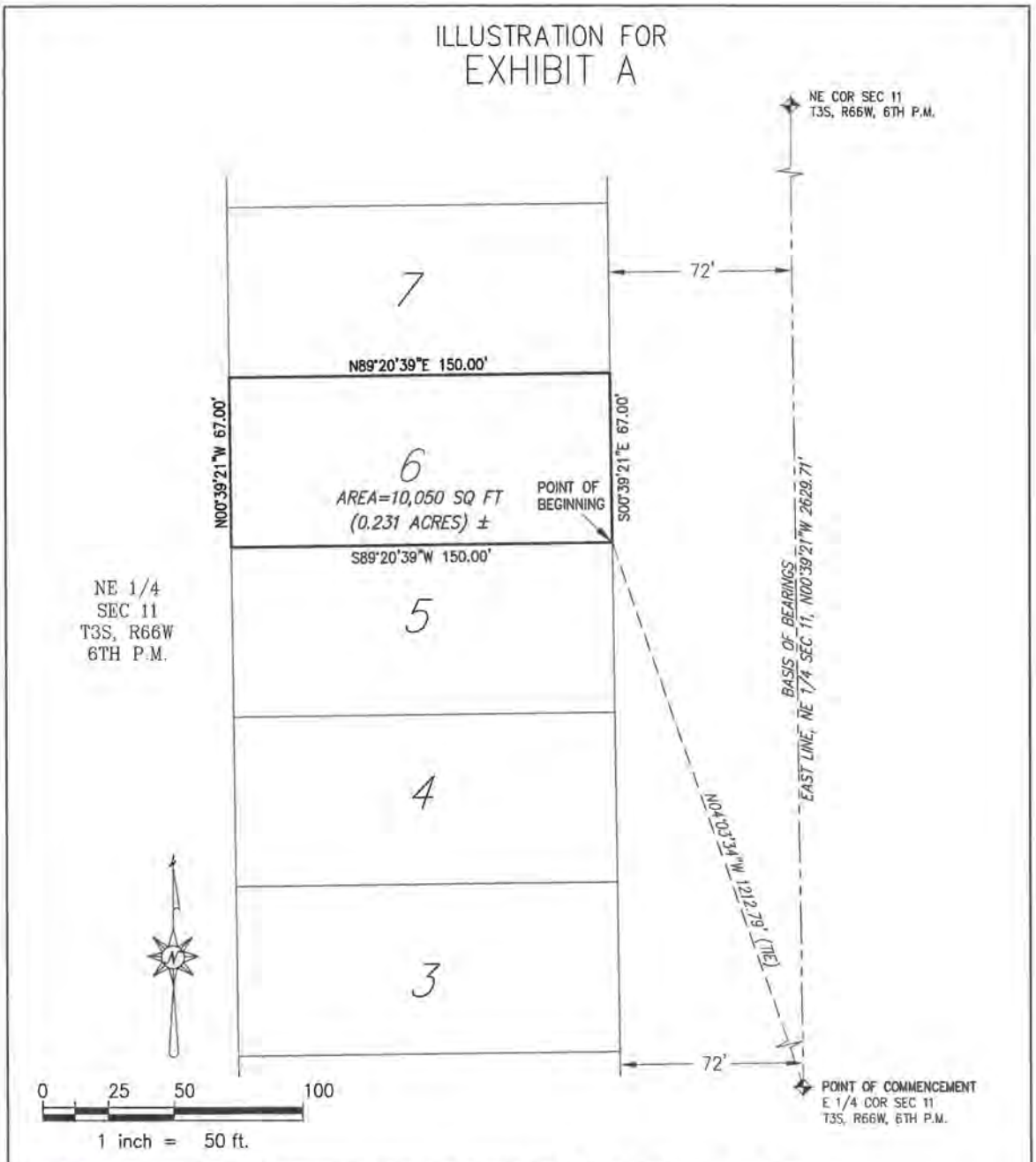
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 6 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S77°54'59"W A DISTANCE OF 259.69 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.52 FEET;
THENCE S00°29'13"E A DISTANCE OF 274.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 7.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 178.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 79.86 FEET;
THENCE S89°30'47"W A DISTANCE OF 139.64 FEET;
THENCE N00°29'13"W A DISTANCE OF 135.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.16 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC DISTANCE OF 300.21 FEET;



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

SHEET: 1 OF 4

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EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING N47°08'07"W A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;
THENCE N89°55'04"E A DISTANCE OF 1747.97 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 25.008 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S36°15'16"W A DISTANCE OF 1155.75 FEET TO THE **POINT OF BEGINNING;**
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 43.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 102.53 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.319 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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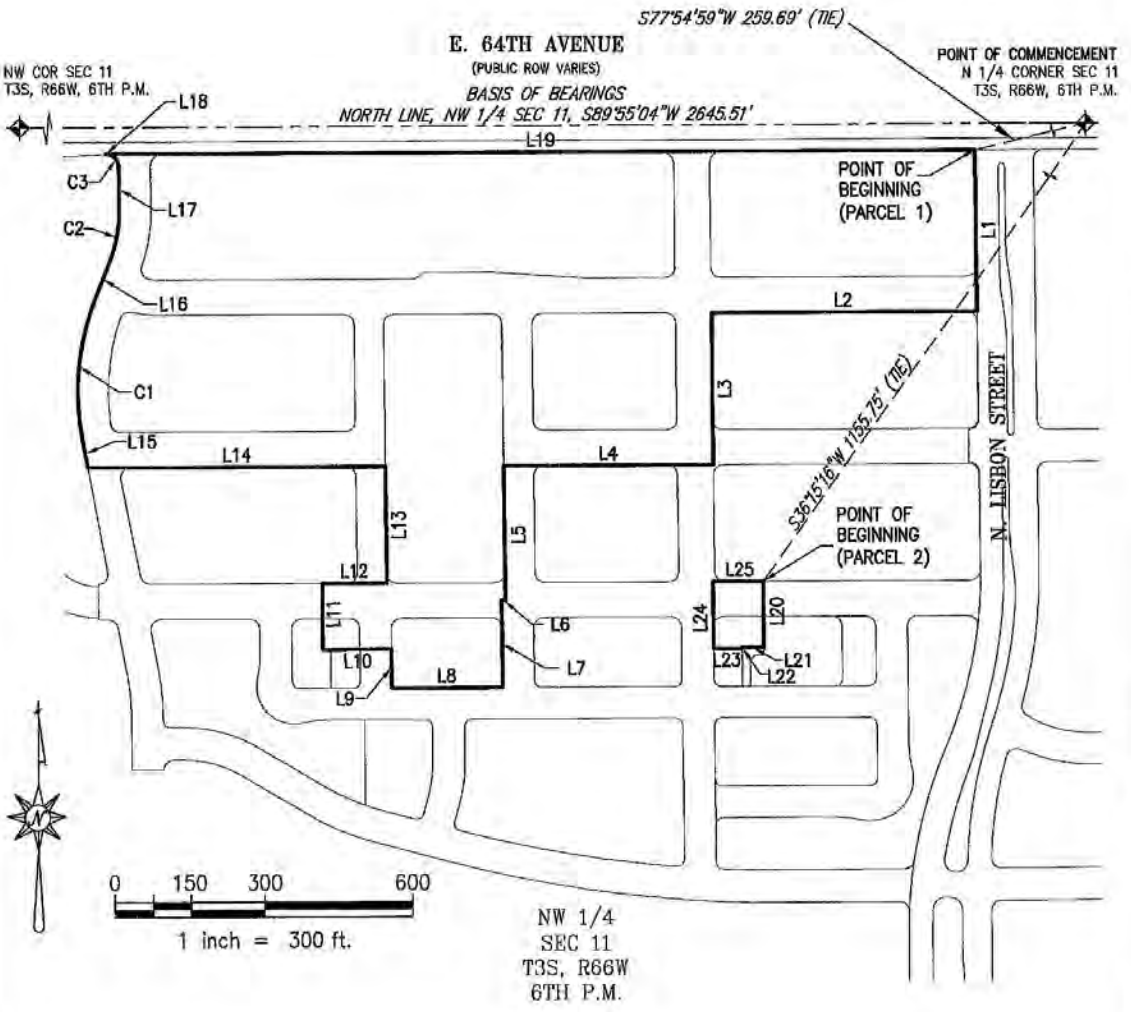
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

SHEET: 2 OF 4

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 25.008 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.319 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

SHEET: 3 OF 4

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°29'13"E	329.04'
L2	S89°55'13"W	535.51'
L3	S00°29'13"E	310.01'
L4	S89°55'13"W	420.52'
L5	S00°29'13"E	274.01'
L6	S89°55'13"W	7.50'
L7	S00°29'13"E	178.00'
L8	S89°55'13"W	222.01'
L9	N00°29'13"W	79.86'
L10	S89°30'47"W	139.64'
L11	N00°29'13"W	135.14'
L12	N89°55'13"E	132.16'
L13	N00°29'13"W	238.01'
L14	S89°55'13"W	601.25'
L15	N10°32'04"W	58.28'
L16	N21°58'53"E	71.41'
L17	N00°27'54"W	92.09'
L18	N86°11'41"E	2.99'
L19	N89°55'04"E	1747.97'
L20	S00°04'47"E	135.00'
L21	S89°55'13"W	43.56'
L22	S00°29'13"E	1.50'
L23	S89°30'47"W	58.00'
L24	N00°29'13"W	136.92'
L25	N89°55'13"E	102.53'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C2	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C3	93°20'25"	25.00'	N47°08'07"W	36.37'	40.73'

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

SHEET: 4 OF 4

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EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°52'52"W A DISTANCE OF 1279.68 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
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Telephone: 303-751-0741

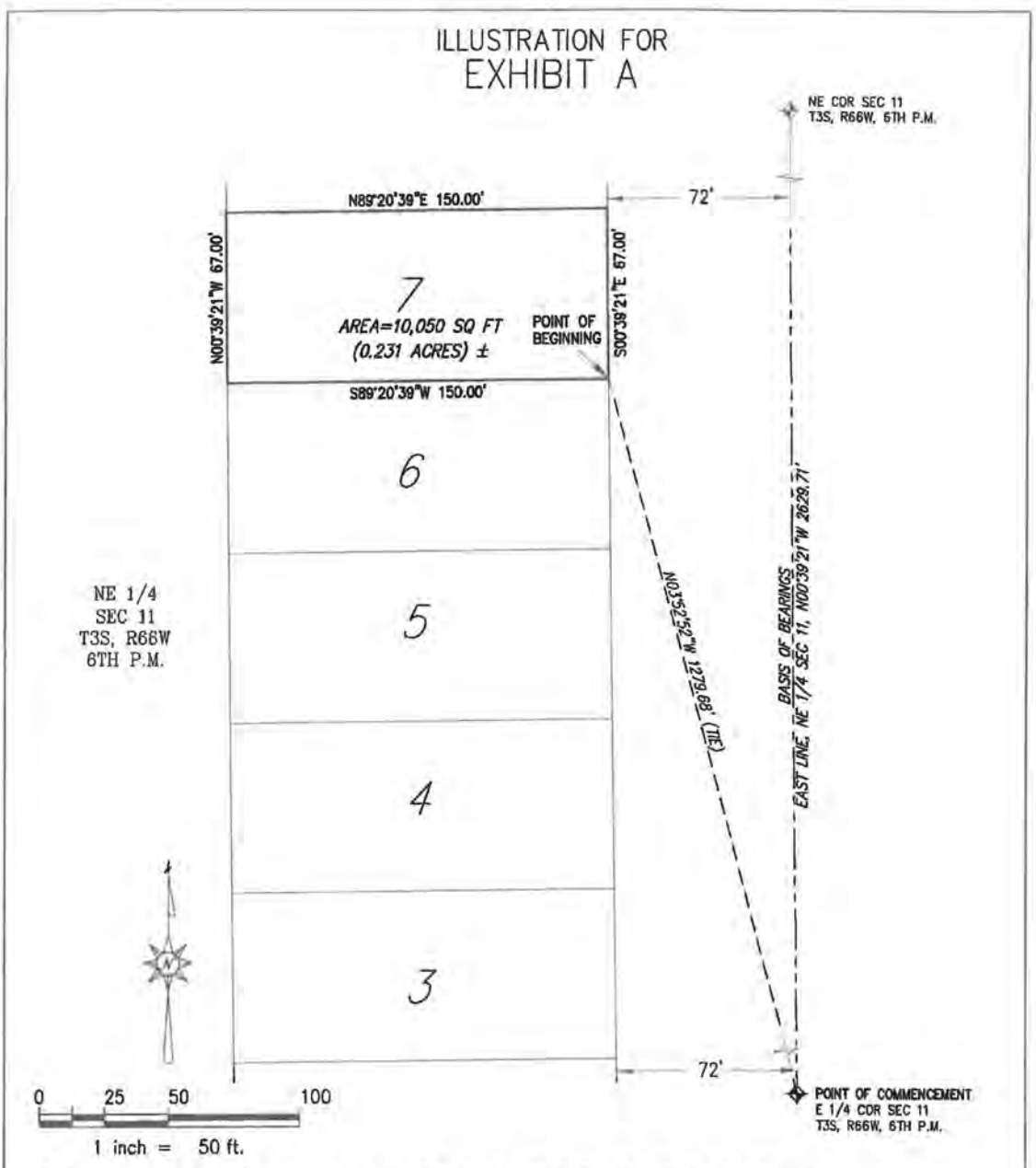
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



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DISTRICT NO. 7 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S65°33'41"W A DISTANCE OF 2200.05 FEET TO THE **POINT OF BEGINNING:**
THENCE N10°32'04"W A DISTANCE OF 217.99 FEET;
THENCE N89°55'13"E A DISTANCE OF 457.75 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 11.36 FEET;
THENCE S00°29'13"E A DISTANCE OF 278.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 83.75 FEET;
THENCE S00°04'47"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 243.55 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°55'59", A RADIUS OF 533.00 FEET, A CHORD BEARING N66°14'29"W A DISTANCE OF 129.29 FEET, AND AN ARC DISTANCE OF 129.61 FEET;
THENCE N59°16'29"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING N74°38'15"W A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE N90°00'00"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 1 OF 5

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°45'24"W A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;
THENCE S89°30'47"W A DISTANCE OF 62.00 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 109.19 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°02'51", A RADIUS OF 471.00 FEET, A CHORD BEARING N05°30'38"W A DISTANCE OF 82.49 FEET, AND AN ARC DISTANCE OF 82.60 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 100.94 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°32'43", A RADIUS OF 20.00 FEET, A CHORD BEARING N50°18'25"W A DISTANCE OF 25.59 FEET, AND AN ARC DISTANCE OF 27.77 FEET;
THENCE S89°55'13"W A DISTANCE OF 20.67 FEET;
THENCE N00°04'47"W NON--TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 72.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 100°27'17", A RADIUS OF 20.00 FEET, A CHORD BEARING N39°41'35"E A DISTANCE OF 30.74 FEET, AND AN ARC DISTANCE OF 35.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.536 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S33°13'38"W A DISTANCE OF 458.33 FEET TO THE **POINT OF BEGINNING;**
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 220.86 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;
THENCE S00°44'01"E NON--TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 66.00 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
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Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 2 OF 5

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EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'34", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°17'00"E A DISTANCE OF 28.18 FEET, AND AN ARC DISTANCE OF 31.27 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 204.72 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°03'28", A RADIUS OF 889.50 FEET, A CHORD BEARING S00°02'32"W A DISTANCE OF 16.42 FEET, AND AN ARC DISTANCE OF 16.42 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.36 FEET;
THENCE N00°29'13"W A DISTANCE OF 548.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 535.51 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 6.703 ACRES, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

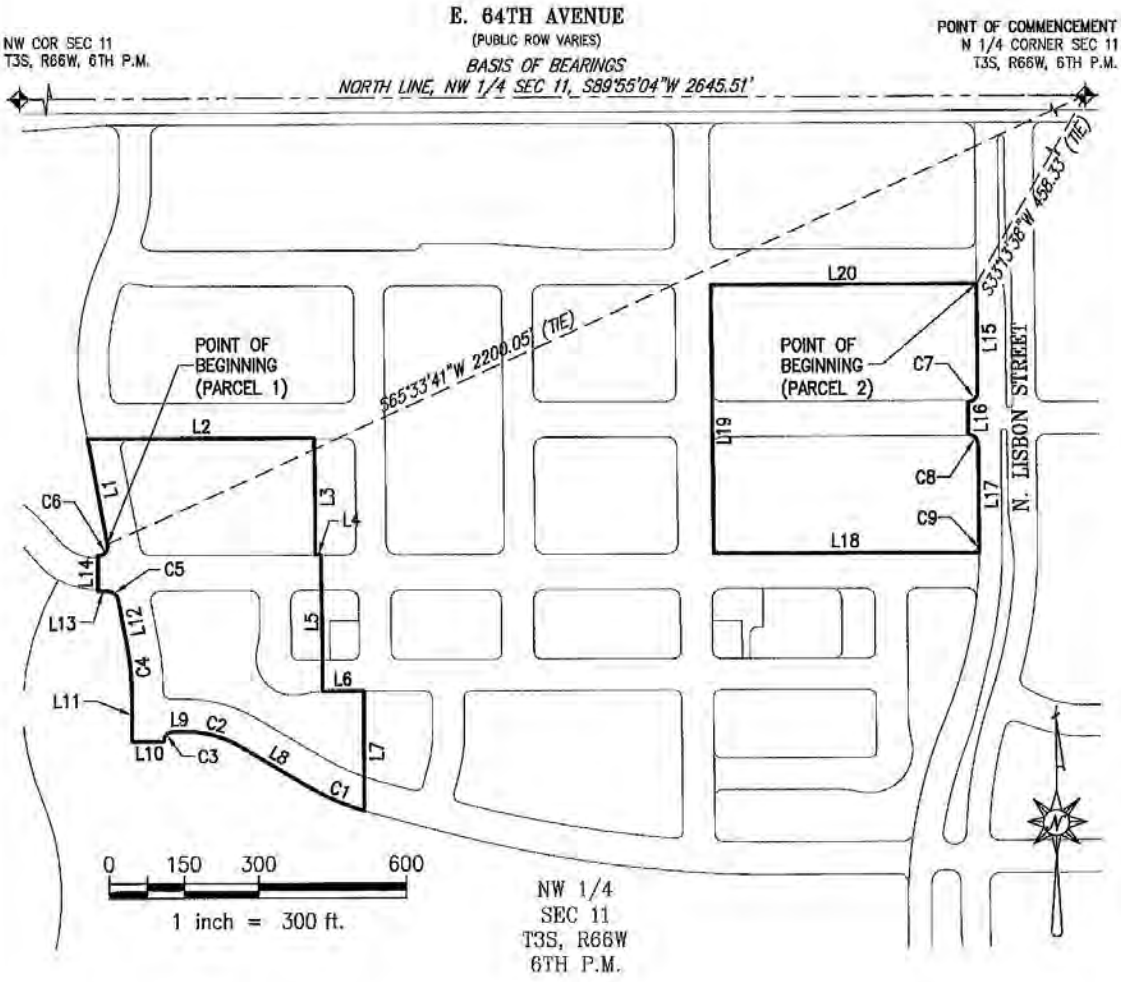
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 3 OF 5

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 6.536 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 6.703 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 4 OF 5

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N10°32'04"W	217.99'
L2	N89°55'13"E	457.75'
L3	S00°29'13"E	238.01'
L4	N89°55'13"E	11.36'
L5	S00°29'13"E	278.01'
L6	N89°55'13"E	83.75'
L7	S00°04'47"E	243.55'
L8	N59°16'29"W	156.78'
L9	N90°00'00"W	23.63'
L10	S89°30'47"W	62.00'
L11	N00°29'13"W	109.19'
L12	N10°32'04"W	100.94'
L13	S89°55'13"W	20.67'
L14	N00°04'47"W	72.00'
L15	S00°29'13"E	220.86'
L16	S00°44'01"E	66.00'
L17	S00°29'13"E	204.72'
L18	S89°55'13"W	535.36'
L19	N00°29'13"W	548.01'
L20	N89°55'13"E	535.51'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	13°55'59"	533.00'	N66°14'29"W	129.29'	129.61'
C2	30°43'30"	217.00'	N74°38'15"W	114.98'	116.37'
C3	90°29'13"	20.00'	S44°45'24"W	28.40'	31.59'
C4	10°02'51"	471.00'	N05°30'38"W	82.49'	82.60'
C5	79°32'43"	20.00'	N50°18'25"W	25.59'	27.77'
C6	100°27'17"	20.00'	N39°41'35"E	30.74'	35.07'
C7	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C8	89°35'34"	20.00'	S45°17'00"E	28.18'	31.27'
C9	1°03'28"	889.50'	S00°02'32"W	16.42'	16.42'

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Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 5 OF 5

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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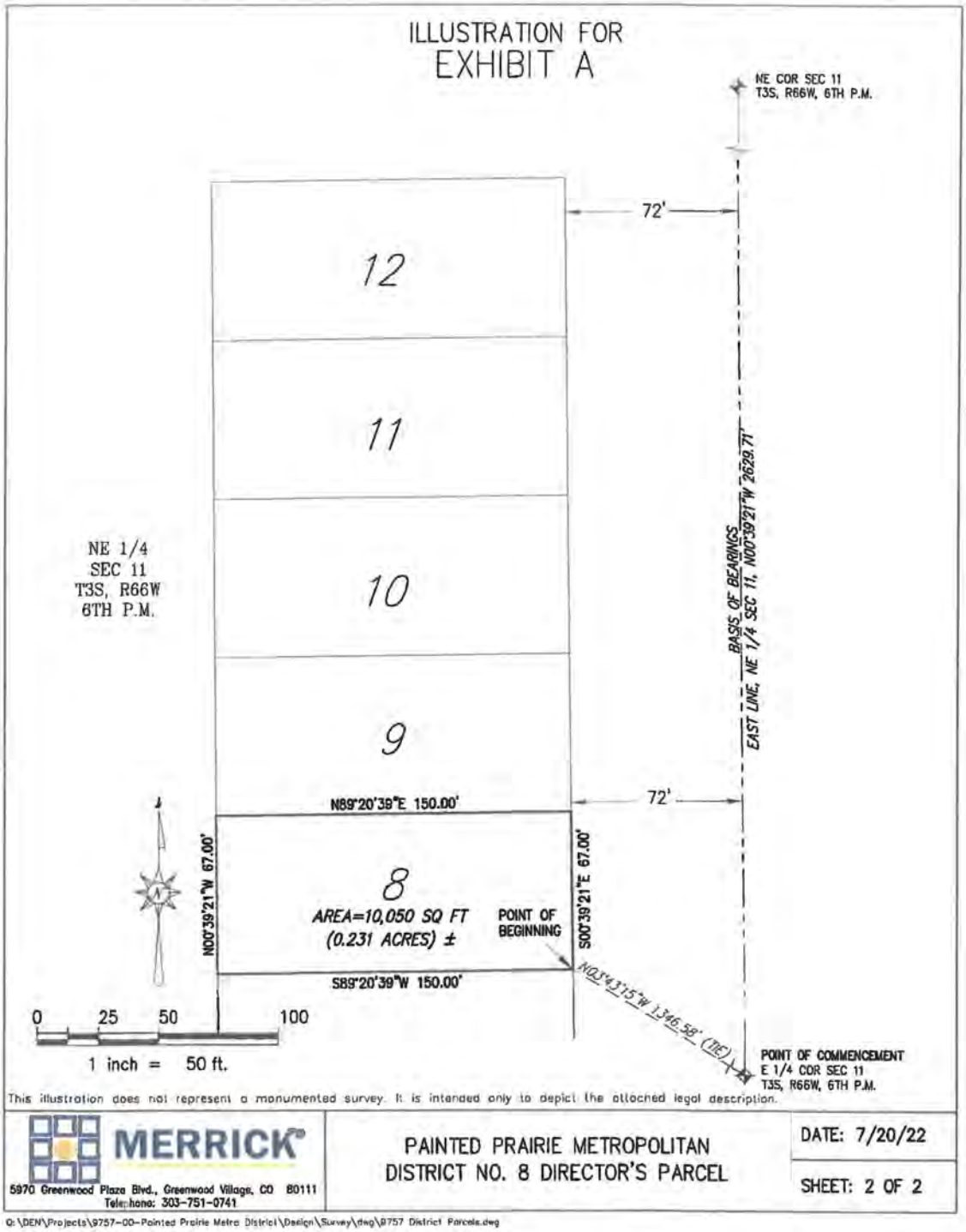

ILLUSTRATION FOR
EXHIBIT A
NE COR SEC 11
T3S, R66W, 6TH P.M.
72'
12
11
10
9
8
AREA=10,050 SQ FT
(0.231 ACRES) ±
NE 1/4
SEC 11
T3S, R66W
6TH P.M.
BASIS OF BEARINGS
EAST LINE, NE 1/4 SEC 11, N00°39'21"W 2629.71'
N89°20'39"E 150.00'
72'
N00°39'21"W 67.00'
S00°39'21"E 67.00'
POINT OF
BEGINNING
S89°20'39"W 150.00'
N03°43'15"W 1346.58' (TIE)
POINT OF COMMENCEMENT
E 1/4 COR SEC 11
T3S, R66W, 6TH P.M.
0 25 50 100
1 inch = 50 ft.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.
MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741
PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 8 DIRECTOR'S PARCEL
DATE: 7/20/22
SHEET: 2 OF 2
O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 9 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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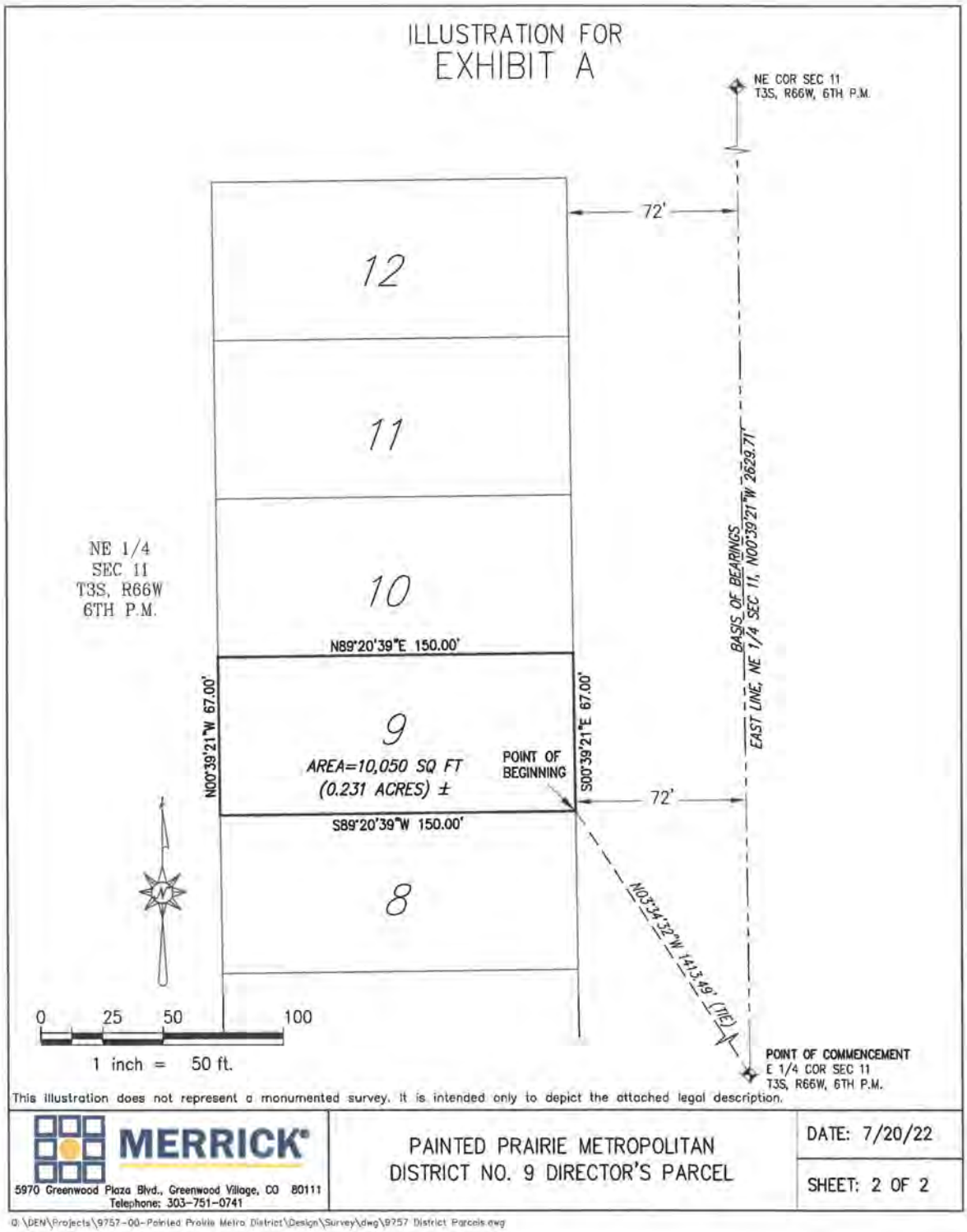

ILLUSTRATION FOR
EXHIBIT A
NE COR SEC 11
T3S, R66W, 6TH P.M.
72'
12
11
10
9
8
NE 1/4
SEC 11
T3S, R66W
6TH P.M.
N89°20'39"E 150.00'
N00°39'21"W 67.00'
S00°39'21"E 67.00'
AREA=10,050 SQ FT
(0.231 ACRES) ±
POINT OF
BEGINNING
72'
S89°20'39"W 150.00'
BASIS OF BEARINGS
EAST LINE, NE 1/4 SEC 11, N00°39'21"W 2628.71'
N03°34'32"W 1413.49' (TIE)
POINT OF COMMENCEMENT
E 1/4 COR SEC 11
T3S, R66W, 6TH P.M.
0
25
50
100
1 inch = 50 ft.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.
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Telephone: 303-751-0741
PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 9 DIRECTOR'S PARCEL
DATE: 7/20/22
SHEET: 2 OF 2
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EXHIBIT B

Aurora Vicinity Map

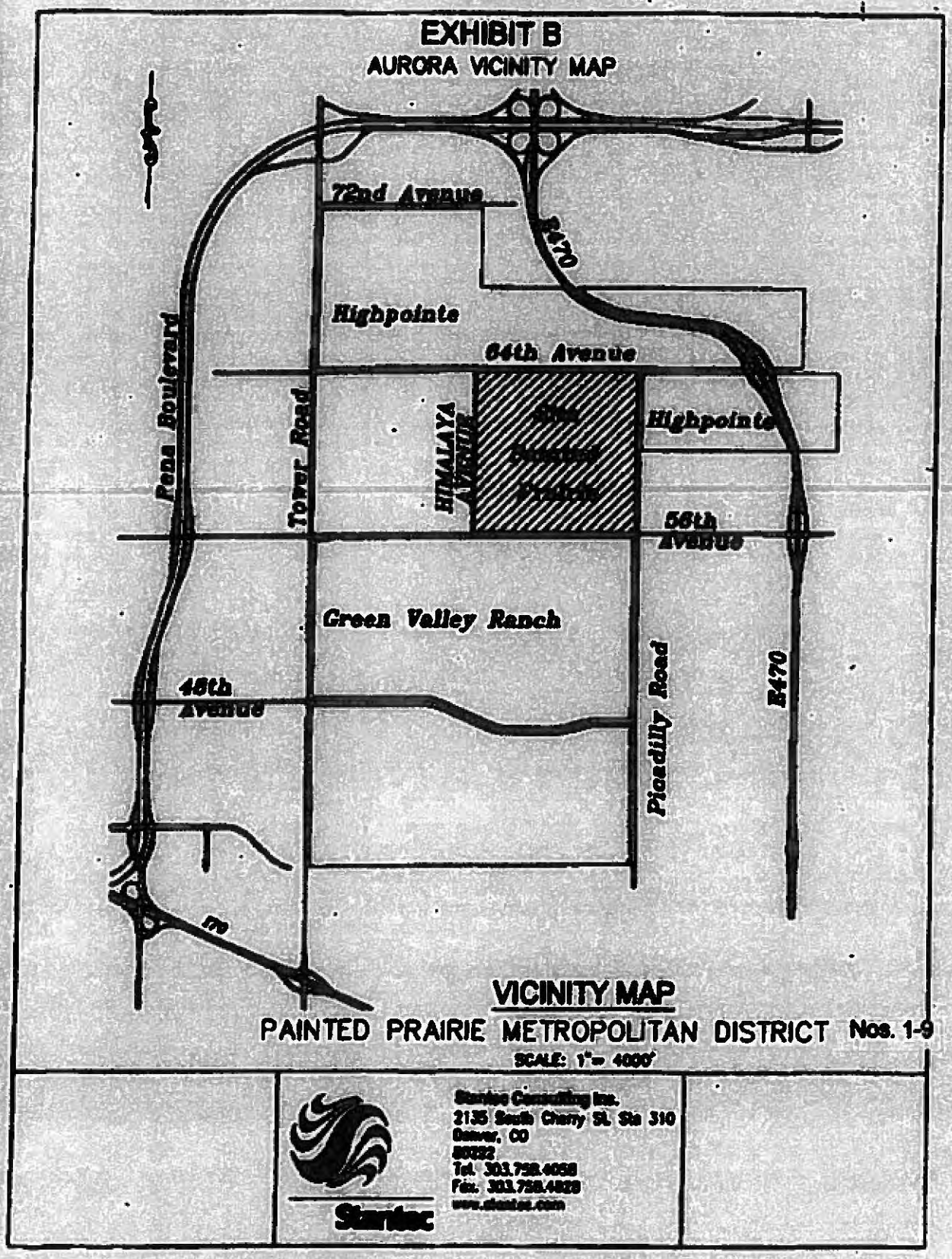
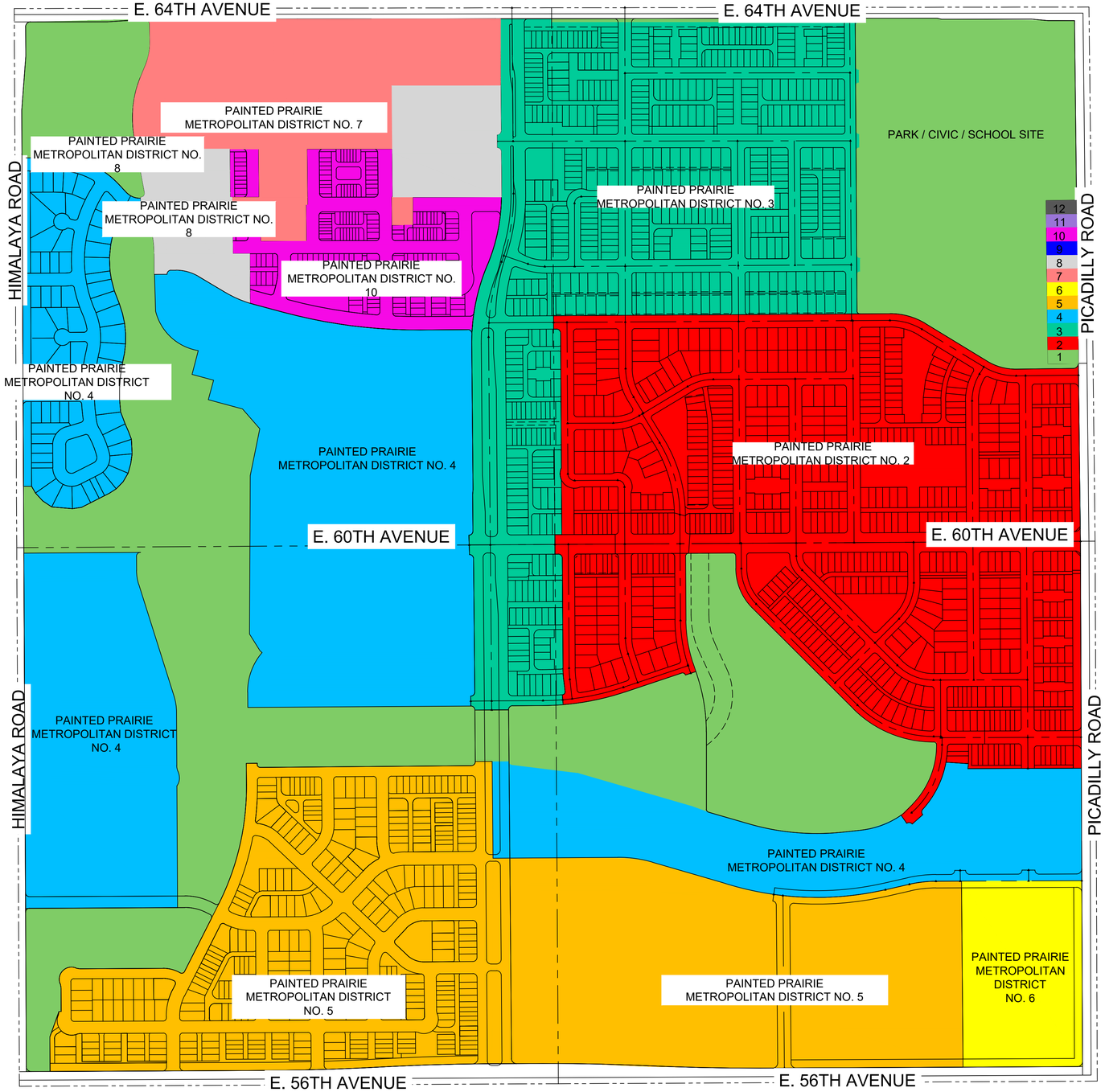

EXHIBIT B
AURORA VICINITY MAP
72nd Avenue
E470
Highpointe
64th Avenue
Powhaton Boulevard
Tower Road
HIMALAYA AVENUE
Highpointe
56th Avenue
Green Valley Ranch
48th Avenue
Piccadilly Road
E470
VICINITY MAP
PAINTED PRAIRIE METROPOLITAN DISTRICT Nos. 1-9
SCALE: 1"= 4000'
Stantec
Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4055
Fax. 303.758.4929
www.stantec.com

EXHIBIT C-1

Initial District Boundary Maps



300 150 0 300 600

SCALE: 1" = 300'

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 10
- DISTRICT 11
- DISTRICT 12
- SCHOOL / CIVIC PARK

MERRICK®

PAINTED PRAIRIE METRO DISTRICT MAP

DATE: 5/15/2025

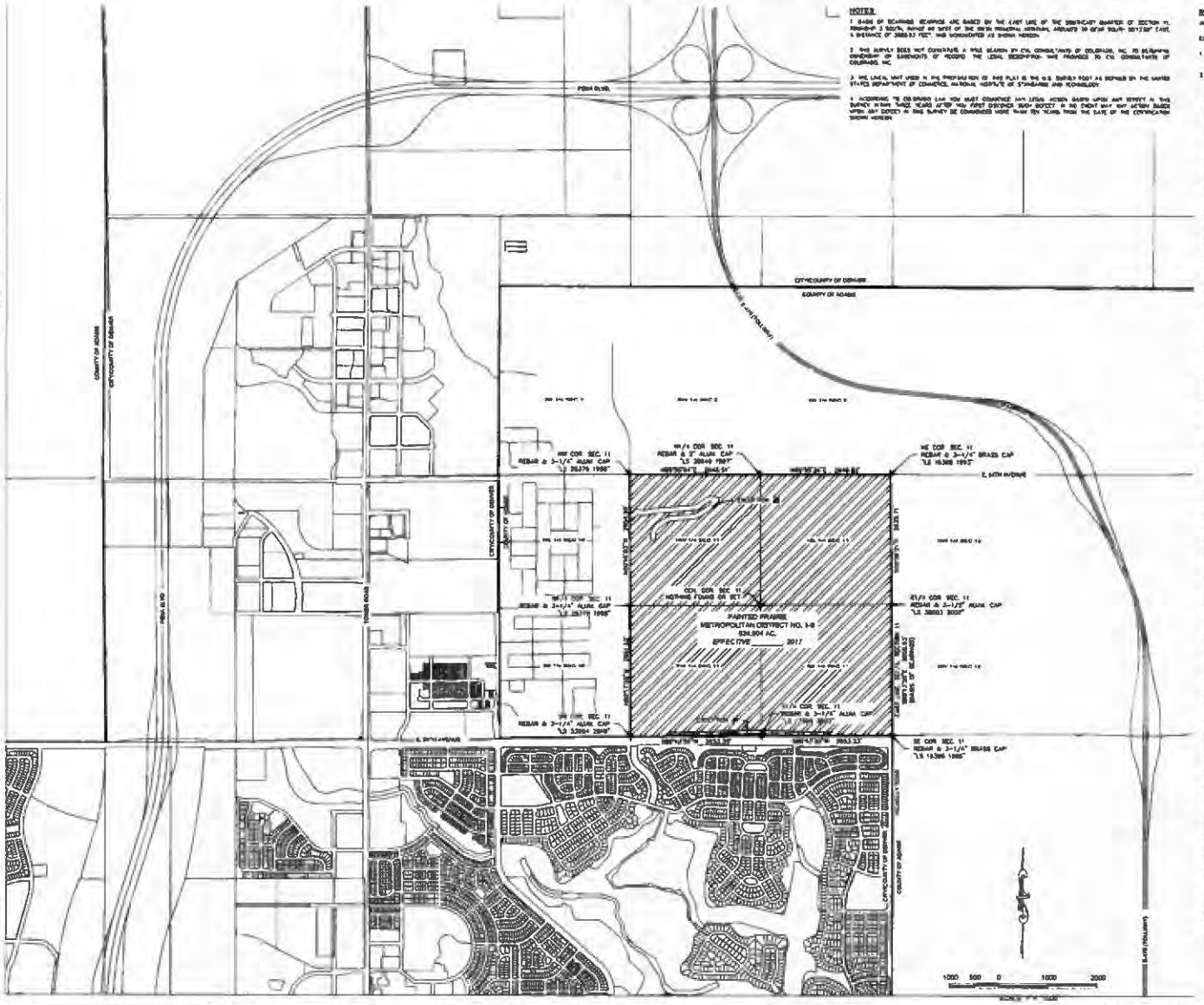
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EXHIBIT C-2

Inclusion Area Boundary Map

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1 - 9 INCLUSION MAP - NO. _____

A PART OF THE EAST HALF OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'39" EAST, A DISTANCE OF 2669.53 FEET, AND MONUMENTED AS SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CTL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THE LEGAL DESCRIPTION WAS PROVIDED TO CTL CONSULTANTS OF COLORADO, INC.

3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

INCLUSION LEGAL DESCRIPTION:

ALL OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXCEPTING THEREFROM THE FOLLOWING TWO (2) PARCELS OF LAND:

1. THAT PART OF SECTION 11 CONVEYED TO THE DENVER CHAPTER OF METROPOLITAN DISTRICT IN GOD IN AN DEED RECORDED MARCH 11, 2005 UNDER RECEPTION NO. 2005047000887730 IN THE OFFICIAL RECORDS OF SAID ADAMS COUNTY CLERK AND RECORDER.

2. A PARCEL OF LAND BEING A PART OF THE MORNING CANAL AS DESCRIBED IN DEED RECORDED IN BOOK 204 AT PAGE 209 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID EXCEPTED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 90°00'00" WEST, A DISTANCE OF 1305.65 FEET AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, TO BEAR NORTH 89°50'53" WEST, A DISTANCE OF 2634.20 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2834.93 FEET, A CENTRAL ANGLE OF 7°43'10", AN ARC LENGTH OF 380.97 FEET, THE CHORD OF WHICH BEARS NORTH 89°46'06" EAST, 380.69 FEET;

THENCE NORTH 54°09'56" EAST, A DISTANCE OF 164.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 247.79 FEET, A CENTRAL ANGLE OF 29°17'33", AN ARC LENGTH OF 127.79 FEET, THE CHORD OF WHICH BEARS NORTH 71°44'40" EAST, 126.69 FEET;

THENCE NORTH 56°33'00" EAST, A DISTANCE OF 363.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2334.93 FEET, A CENTRAL ANGLE OF 5°38'00", AN ARC LENGTH OF 87.93 FEET, THE CHORD OF WHICH BEARS NORTH 74°06'30" EAST, 94.89 FEET;

THENCE NORTH 01°46'31" EAST, A DISTANCE OF 1190.15 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 344.29 FEET, A CENTRAL ANGLE OF 33°39'00", AN ARC LENGTH OF 202.30 FEET, THE CHORD OF WHICH BEARS NORTH 88°56'47" EAST, 200.46 FEET;

THENCE NORTH 39°52'14" EAST, A DISTANCE OF 0.41 FEET;

THENCE NORTH 87°54'34" WEST, A DISTANCE OF 2.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 66.78 FEET, A CENTRAL ANGLE OF 35°04'37", AN ARC LENGTH OF 66.23 FEET, THE CHORD OF WHICH BEARS SOUTH 75°14'57" WEST, 65.20 FEET;

THENCE SOUTH 28°42'56" WEST, A DISTANCE OF 63.11 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 00°47'09", AN ARC LENGTH OF 34.22 FEET, THE CHORD OF WHICH BEARS SOUTH 34°25'36" WEST, 34.22 FEET;

THENCE SOUTH 48°34'58" WEST, A DISTANCE OF 70.27 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 35°30'17", AN ARC LENGTH OF 33.47 FEET, THE CHORD OF WHICH BEARS SOUTH 47°19'07" WEST, 32.93 FEET;

THENCE SOUTH 87°11'24" WEST, A DISTANCE OF 676.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 50°35'25", AN ARC LENGTH OF 16.26 FEET, THE CHORD OF WHICH BEARS SOUTH 62°51'01" WEST, 16.24 FEET;

THENCE SOUTH 70°43'18" WEST, A DISTANCE OF 122.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°34'11", AN ARC LENGTH OF 100.91 FEET, THE CHORD OF WHICH BEARS NORTH 65°34'36" WEST, 100.16 FEET;

THENCE NORTH 73°52'49" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OF 32°05'15", AN ARC LENGTH OF 71.43 FEET, THE CHORD OF WHICH BEARS NORTH 48°08'26" WEST, 70.43 FEET;

THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°04'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 103.49 FEET;

THENCE NORTH 89°55'47" EAST, A DISTANCE OF 73.54 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 48°25'54", AN ARC LENGTH OF 22.96 FEET, THE CHORD OF WHICH BEARS NORTH 13°47'50" EAST, 22.27 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.97 FEET, A CENTRAL ANGLE OF 87°34'58", AN ARC LENGTH OF 100.91 FEET, THE CHORD OF WHICH BEARS NORTH 54°33'01" EAST, 91.38 FEET;

THENCE SOUTH 77°52'49" EAST, A DISTANCE OF 48.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 313.91 FEET, A CENTRAL ANGLE OF 29°34'11", AN ARC LENGTH OF 169.62 FEET, THE CHORD OF WHICH BEARS SOUTH 28°34'36" EAST, 168.67 FEET;

THENCE NORTH 76°47'30" EAST, A DISTANCE OF 133.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 09°36'31", AN ARC LENGTH OF 35.00 FEET, THE CHORD OF WHICH BEARS NORTH 82°03'01" EAST, 34.95 FEET;

THENCE NORTH 00°11'28" EAST, A DISTANCE OF 674.91 FEET;

THENCE NORTH 45°34'56" EAST, A DISTANCE OF 77.80 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.50 FEET, A CENTRAL ANGLE OF 03°37'05", AN ARC LENGTH OF 109.39 FEET, THE CHORD OF WHICH BEARS NORTH 01°14'35" EAST, 109.22 FEET;

THENCE NORTH 04°16'07" EAST, A DISTANCE OF 62.41 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1139.79 FEET, A CENTRAL ANGLE OF 06°36'37", AN ARC LENGTH OF 131.44 FEET, THE CHORD OF WHICH BEARS NORTH 07°01'47" EAST, 131.36 FEET;

THENCE SOUTH 89°34'34" EAST, A DISTANCE OF 91.24 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET, A CENTRAL ANGLE OF 120°44'41", AN ARC LENGTH OF 101.46 FEET, THE CHORD OF WHICH BEARS SOUTH 21°39'04" EAST, 83.28 FEET;

THENCE SOUTH 39°55'34" WEST, A DISTANCE OF 68.65 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 744.28 FEET, A CENTRAL ANGLE OF 23°38'39", AN ARC LENGTH OF 306.99 FEET, THE CHORD OF WHICH BEARS SOUTH 58°08'47" WEST, 304.83 FEET;

THENCE SOUTH 01°45'56" WEST, A DISTANCE OF 109.99 FEET TO A POINT ON CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 20°39'00", AN ARC LENGTH OF 126.16 FEET, THE CHORD OF WHICH BEARS SOUTH 24°05'56" WEST, 125.50 FEET;

THENCE SOUTH 89°53'26" WEST, A DISTANCE OF 39.69 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 312.75 FEET, A CENTRAL ANGLE OF 39°17'33", AN ARC LENGTH OF 199.99 FEET, THE CHORD OF WHICH BEARS SOUTH 71°14'43" WEST, 196.26 FEET;

THENCE SOUTH 57°59'56" WEST, A DISTANCE OF 164.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 312.62 FEET, A CENTRAL ANGLE OF 74°58'00", AN ARC LENGTH OF 353.37 FEET, THE CHORD OF WHICH BEARS SOUTH 19°58'56" WEST, 328.86 FEET;

THENCE SOUTH 18°04'04" EAST, A DISTANCE OF 13.76 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 89°46'07" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1315.64 FEET TO THE POINT OF BEGINNING.

SAID SECTION 11, LESS EXCEPTIONS, CONTAINING A CALCULATED AREA OF 27,656,411 SQUARE FEET OR 634.934 ACRES, MORE OR LESS.

10333 E. Dry Creek Rd
Suite 240
Englewood, CO 80112
Tel (720) 482-9526
Fax (720) 482-9546

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the City on _____, 2026 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts are parties to that certain Intergovernmental Agreement dated July 24, 2017 (the "Original Agreement"); and

WHEREAS, this Agreement (defined below) shall supersede and replace the Original Agreement; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate

by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Nine Hundred Million Dollars ($900,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 6.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the Districts imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the Districts have been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries are included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate Districts' Debt which exceeds fifty percent (50%) of the Districts' assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate Districts' Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject

to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the Districts are entitled to pledge to its payment an unlimited ad valorem mill levy, the Districts may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the Districts' Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "Districts" as used herein shall be deemed to refer to the Districts and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the Districts are residents of the Districts and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:
Painted Prairie Metropolitan District Nos. 1-9
c/o WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Peter A. Schulte, City Attorney
Phone: (303) 739-7030

Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City 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 provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

Attest:

By: KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Amended and Restated Consolidated Service Plan on July 24, 2017 (the "Service Plan") for the Painted Prairie Metropolitan District Nos. 1-9 (the "Districts"); and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Second Amended and Restated Consolidated Service Plan (the "Second Amended and Restated Consolidated Service Plan") for the Districts has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Second Amended and Restated Consolidated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements in the Districts' regional area; and

WHEREAS, the Second Amended and Restated Consolidated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts;" and

WHEREAS, the Second Amended and Restated Consolidated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the Districts intend to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Second Amended and Restated Consolidated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Second Amended and Restated Consolidated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Second Amended and Restated Consolidated Service Plan for the Districts has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Second Amended and Restated Consolidated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;

g. The proposed Second Amended and Restated Consolidated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Second Amended and Restated Consolidated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Second Amended and Restated Consolidated Service Plan for the Districts as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Second Amended and Restated Consolidated Service Plan applies only to Painted Prairie Metropolitan District Nos. 1-9. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the Districts as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

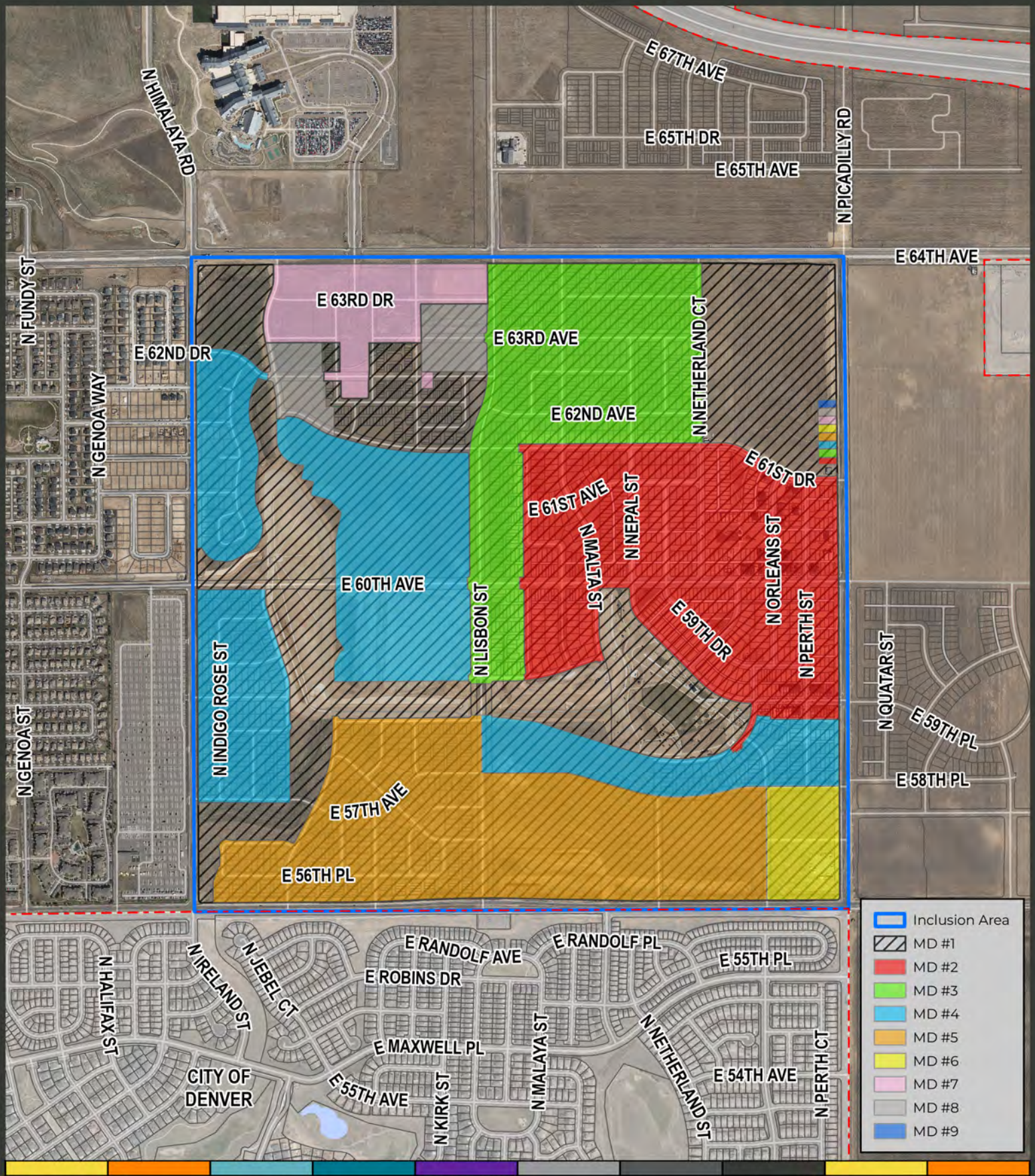
ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

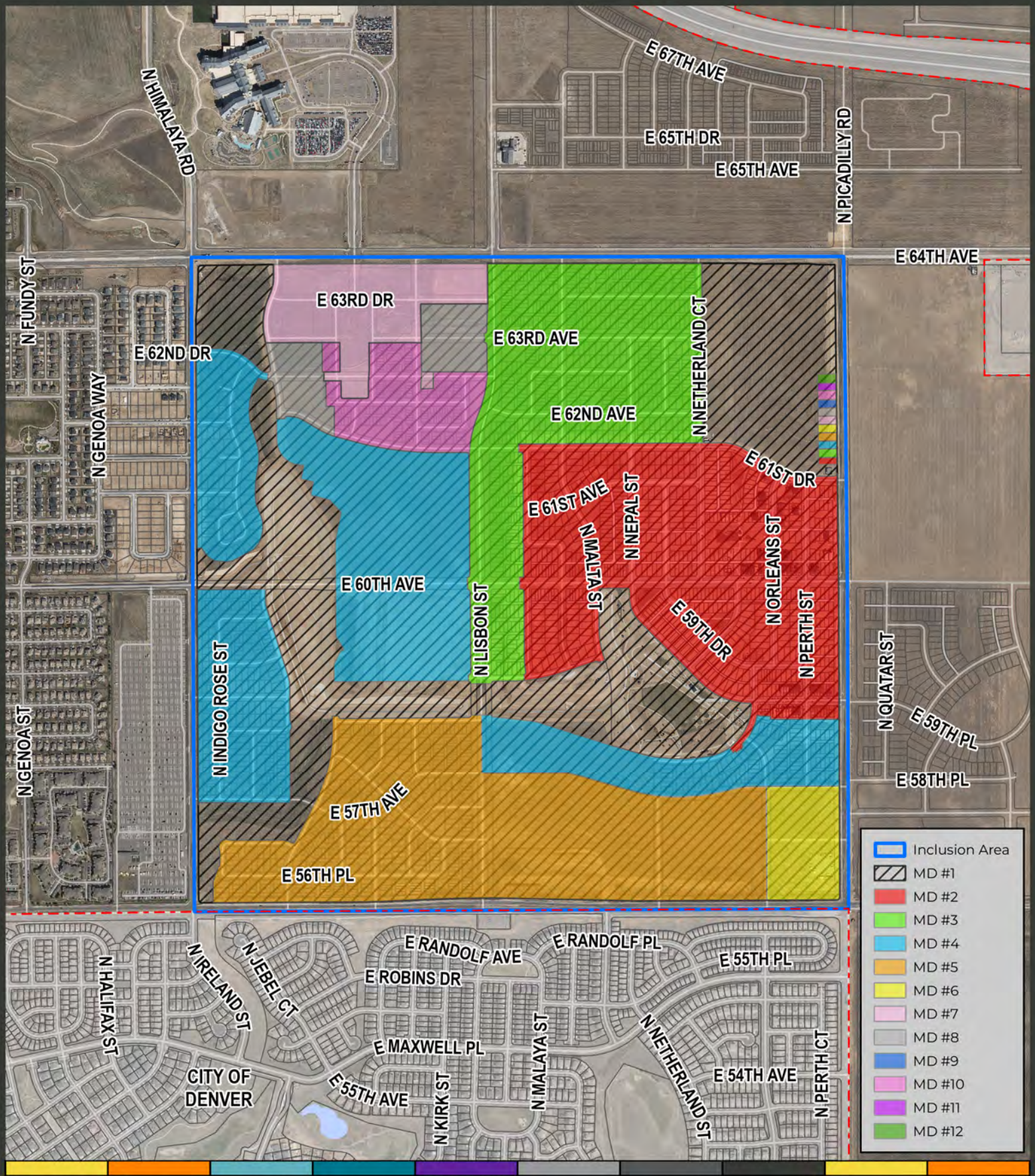
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City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-9 and Inclusion Area

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-12 and Inclusion Area

Miles 0 0.075 0.15

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

January 26, 2026

VIA EMAIL
Michael Kerrigan
Special District Administrator, Office of Development Assistance
City of Aurora
Office of Development Assistance
mkerriga@auroragov.org

Re: Transmittal Letter
Painted Prairie Metropolitan District Nos. 1-12

Dear Mr. Kerrigan:

WBA, PC serves as general counsel to Painted Prairie Metropolitan District Nos. 1-12 (collectively, the "**Districts**").

Painted Prairie Metropolitan District No. 2 ("**District No. 2**"), Painted Prairie Metropolitan District No. 3 ("**District No. 3**"), Painted Prairie Metropolitan District No. 4 ("**District No. 4**"), Painted Prairie Metropolitan District No. 5 ("**District No. 5**"), Painted Prairie Metropolitan District No. 6 ("**District No. 6**"), Painted Prairie Metropolitan District No. 7 ("**District No. 7**"), Painted Prairie Metropolitan District No. 8 ("**District No. 8**"), Painted Prairie Metropolitan District No. 9 ("**District No. 9**"), and Painted Prairie Metropolitan District No. 10 ("**District No. 10**" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9 collectively, "**District Nos. 2-10**"), along with other metropolitan districts in the City of Aurora, are proposing to enter into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "**FRIA Establishment Agreement**") and are member districts of the Fletcher Regional Improvement Authority ("**FRIA**"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the respective Service Plans for District Nos. 2-10.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-10 to exercise commercial best efforts to submit to the City of Aurora (the "**City**") and pursue through approval one or more amendments to the respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of the Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 and Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

(collectively, the "**Service Plans**") to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

Enclosed with this letter are the following documents: (1) Service Plans with all changes in redline; (2) Service Plan with all changes accepted; and (3) Service Plans with all changes accepted and exhibits included.

Some of the Districts have residents and the Boards of Directors of the Districts have discussed the Service Plans, ARI Mill Levy changes, and FRIA membership at Board meetings throughout 2025. Additionally, these topics were discussed at a developer forum held on January 21, 2026. The Painted Prairie homeowners association is planning to mail a notice of these topics to all homeowners on February 2, 2026. The Districts will also provide the legally required notice of the public hearing on the Service Plans once that date has been set. Both notices that are sent to residents will be posted on the Districts' website (https://www.paintedprairiemetrodistrict.com/).

Pursuant to the City of Aurora's "Submittal Instructions for Filing of Proposed Service Plan" (the "**Instructions**"), please find the following information:

Metro district name	• Painted Prairie Metropolitan District No. 1 • Painted Prairie Metropolitan District No. 2 • Painted Prairie Metropolitan District No. 3 • Painted Prairie Metropolitan District No. 4 • Painted Prairie Metropolitan District No. 5 • Painted Prairie Metropolitan District No. 6 • Painted Prairie Metropolitan District No. 7 • Painted Prairie Metropolitan District No. 8 • Painted Prairie Metropolitan District No. 9 • Painted Prairie Metropolitan District No. 10 • Painted Prairie Metropolitan District No. 11 • Painted Prairie Metropolitan District No. 12
Contact information, including name, address, phone and email address for Metro District Counsel submitting Service Plan	WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and	Boards of Directors of Painted Prairie Metropolitan District Nos. 1-12 c/o WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000

email address for Petitioner	Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and email address for Owner/developer of land	We are unable to provide this information because there are many individuals and homebuilders that own land within the boundaries of the Districts. The developer of Painted Prairie is: Painted Prairie Owner, LLC Attention: Don Provost 10100 Santa Monica Blvd, Suite 1000, Los Angeles, CA 90067 Phone: 303-771-4004 dgp@albdev.com
Form of Service Plan	• Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 • Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12
Type of Development	• Painted Prairie Metropolitan District No. 1 – overlay includes entire project • Painted Prairie Metropolitan District No. 2 - residential • Painted Prairie Metropolitan District No. 3 – residential • Painted Prairie Metropolitan District No. 4 – residential • Painted Prairie Metropolitan District No. 5 – residential • Painted Prairie Metropolitan District No. 6 – multi-family • Painted Prairie Metropolitan District No. 7 – commercial • Painted Prairie Metropolitan District No. 8 – multi-family • Painted Prairie Metropolitan District No. 9 - commercial • Painted Prairie Metropolitan District No. 10 - residential • Painted Prairie Metropolitan District No. 11 – residential • Painted Prairie Metropolitan District No. 12 - residential
State of Aurora development review process on development plans	The Service Area has been annexed into the City of Aurora and construction development is ongoing.
Justification for petitioner's request to	There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and

City Council to approve District	financing of the public improvements needed for Painted Prairie to be provided in the most economic manner possible.
Statement Certifying Compliance with the Aurora Model Service Plan	The proposed service plans are an exact copy of the current service plans with changes requested by the City shown in redline.
Statement on the Debt Limit	The debt limits reported in Sections V.A.10 (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C.
Any special requests	None.
Summary Table	See below.

Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 1	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 2	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 3	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 4	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolita	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

n District No. 5							
Painted Prairie Metropolitan District No. 6	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 7	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 8	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 9	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 10	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 11	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 12	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000

Sincerely,

WBA, PC

Megan J. Murphy
Shareholder

Enclosures

Zapata, Cecilia

Subject: FW: Painted Prairie Mill Levy Proposal_Objection

From: Alecia Wellen [redacted]
Sent: Monday, March 16, 2026 1:59 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Painted Prairie Mill Levy Proposal_Objection

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

All,

Please accept this email as a formal objection to the proposed amendment to the consolidated service plans of special districts, specific to Painted Prairie.

I find a significant conflict of interest in having Chris Fellows serve as the Developer, work on behalf of the Metro District, and serve as the President of the Painted Prairie HOA. As the Developer, he needs to meet his obligations rather than pass costs on to homeowners, as this suggests.

I OBJECT to this proposal.

Thank you for your consideration,
Alecia Wellen

Zapata, Cecilia

Subject: FW: Objection to proposed Metro District Mill Levy Changes

From: Joanna Zemek [redacted]
Sent: Monday, March 16, 2026 11:08 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Objection to proposed Metro District Mill Levy Changes

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

To whom it may concern,

I own a home in Painted Prairie and I OBJECT to the Metro District Mill Levy changes. According to our city council, the "benefits" listed are line items paid for by the Developer, the cost of which should absolutely NOT be passed to home owners in Painted Prairie.

We already pay high Metro district taxes. The developer needs to be held accountable for these fixes we've been waiting a LONG TIME for (ie, a stop light at Piccadilly and 56th, etc). I am whole-heartedly against the proposed Metro District Mill Levy changes.

Thank you.

Sincerely,
Joanna Zemek
[redacted]

CITY OF AURORA
Council Agenda Commentary

Item Title: Painted Prairie Metropolitan District Nos. 10-12 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Painted Prairie Metropolitan District Nos. 10-12 ("Districts") are located in Adams County bounded between Himalaya Ave. and Picadilly Road on the west and east respectively; and by 56th Ave. 64th Avenue on the south and north respectively. The Districts were established to finance and construct the public improvements that benefit the citizens of the District for the project known as Painted Prairie. City Council first approved a service plan for District Nos. 10-12 in 2019. The property that the Districts serve includes residential and commercial property uses.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This ordinance is a request to approve the amended and restated consolidated Service Plan for the Painted Prairie Metropolitan District Nos. 10-12 Service Plan; additionally, this ordinance will approve and authorize the execution of an amended and restated intergovernmental agreement between the City of Aurora, Colorado and the Painted Prairie Metropolitan District Nos. 10-12. The Painted Prairie Metropolitan District Nos. 2-10 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Significant changes to the Service Plan include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Consolidated Service Plan on August 5, 2019 (the "Service Plan") for the Painted Prairie Metropolitan District Nos. 10-12 (the "Districts"); and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amended and Restated Consolidated Service Plan (the "Amended and Restated Consolidated Service Plan") for the Districts has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Amended and Restated Consolidated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements in the Districts' regional area; and

WHEREAS, the Amended and Restated Consolidated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts;" and

WHEREAS, the Amended and Restated Consolidated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements

described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the Districts intend to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Amended and Restated Consolidated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Consolidated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Amended and Restated Consolidated Service Plan for the Districts has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Amended and Restated Consolidated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;

g. The proposed Amended and Restated Consolidated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Amended and Restated Consolidated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Consolidated Service Plan for the Districts as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Consolidated Service Plan applies only to Painted Prairie Metropolitan District Nos. 10-12. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

January 26, 2026

VIA EMAIL
Michael Kerrigan
Special District Administrator, Office of Development Assistance
City of Aurora
Office of Development Assistance
mkerriga@auroragov.org

Re: Transmittal Letter
Painted Prairie Metropolitan District Nos. 1-12

Dear Mr. Kerrigan:

WBA, PC serves as general counsel to Painted Prairie Metropolitan District Nos. 1-12 (collectively, the "**Districts**").

Painted Prairie Metropolitan District No. 2 ("**District No. 2**"), Painted Prairie Metropolitan District No. 3 ("**District No. 3**"), Painted Prairie Metropolitan District No. 4 ("**District No. 4**"), Painted Prairie Metropolitan District No. 5 ("**District No. 5**"), Painted Prairie Metropolitan District No. 6 ("**District No. 6**"), Painted Prairie Metropolitan District No. 7 ("**District No. 7**"), Painted Prairie Metropolitan District No. 8 ("**District No. 8**"), Painted Prairie Metropolitan District No. 9 ("**District No. 9**"), and Painted Prairie Metropolitan District No. 10 ("**District No. 10**" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9 collectively, "**District Nos. 2-10**"), along with other metropolitan districts in the City of Aurora, are proposing to enter into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "**FRIA Establishment Agreement**") and are member districts of the Fletcher Regional Improvement Authority ("**FRIA**"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the respective Service Plans for District Nos. 2-10.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-10 to exercise commercial best efforts to submit to the City of Aurora (the "**City**") and pursue through approval one or more amendments to the respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of the Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 and Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

(collectively, the "**Service Plans**") to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

Enclosed with this letter are the following documents: (1) Service Plans with all changes in redline; (2) Service Plan with all changes accepted; and (3) Service Plans with all changes accepted and exhibits included.

Some of the Districts have residents and the Boards of Directors of the Districts have discussed the Service Plans, ARI Mill Levy changes, and FRIA membership at Board meetings throughout 2025. Additionally, these topics were discussed at a developer forum held on January 21, 2026. The Painted Prairie homeowners association is planning to mail a notice of these topics to all homeowners on February 2, 2026. The Districts will also provide the legally required notice of the public hearing on the Service Plans once that date has been set. Both notices that are sent to residents will be posted on the Districts' website (https://www.paintedprairiemetrodistrict.com/).

Pursuant to the City of Aurora's "Submittal Instructions for Filing of Proposed Service Plan" (the "**Instructions**"), please find the following information:

Metro district name	• Painted Prairie Metropolitan District No. 1 • Painted Prairie Metropolitan District No. 2 • Painted Prairie Metropolitan District No. 3 • Painted Prairie Metropolitan District No. 4 • Painted Prairie Metropolitan District No. 5 • Painted Prairie Metropolitan District No. 6 • Painted Prairie Metropolitan District No. 7 • Painted Prairie Metropolitan District No. 8 • Painted Prairie Metropolitan District No. 9 • Painted Prairie Metropolitan District No. 10 • Painted Prairie Metropolitan District No. 11 • Painted Prairie Metropolitan District No. 12
Contact information, including name, address, phone and email address for Metro District Counsel submitting Service Plan	WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and	Boards of Directors of Painted Prairie Metropolitan District Nos. 1-12 c/o WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000

email address for Petitioner	Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and email address for Owner/developer of land	We are unable to provide this information because there are many individuals and homebuilders that own land within the boundaries of the Districts. The developer of Painted Prairie is: Painted Prairie Owner, LLC Attention: Don Provost 10100 Santa Monica Blvd, Suite 1000, Los Angeles, CA 90067 Phone: 303-771-4004 dgp@albdev.com
Form of Service Plan	• Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 • Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12
Type of Development	• Painted Prairie Metropolitan District No. 1 – overlay includes entire project • Painted Prairie Metropolitan District No. 2 - residential • Painted Prairie Metropolitan District No. 3 – residential • Painted Prairie Metropolitan District No. 4 – residential • Painted Prairie Metropolitan District No. 5 – residential • Painted Prairie Metropolitan District No. 6 – multi-family • Painted Prairie Metropolitan District No. 7 – commercial • Painted Prairie Metropolitan District No. 8 – multi-family • Painted Prairie Metropolitan District No. 9 - commercial • Painted Prairie Metropolitan District No. 10 - residential • Painted Prairie Metropolitan District No. 11 – residential • Painted Prairie Metropolitan District No. 12 - residential
State of Aurora development review process on development plans	The Service Area has been annexed into the City of Aurora and construction development is ongoing.
Justification for petitioner's request to	There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and

City Council to approve District	financing of the public improvements needed for Painted Prairie to be provided in the most economic manner possible.
Statement Certifying Compliance with the Aurora Model Service Plan	The proposed service plans are an exact copy of the current service plans with changes requested by the City shown in redline.
Statement on the Debt Limit	The debt limits reported in Sections V.A.10 (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C.
Any special requests	None.
Summary Table	See below.

Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 1	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 2	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 3	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 4	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolita	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

n District No. 5							
Painted Prairie Metropolitan District No. 6	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 7	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 8	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 9	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 10	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 11	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 12	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000

Sincerely,

WBA, PC

Megan J. Murphy
Shareholder

Enclosures

AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN
FOR

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Submitted February 3, 2026

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EXHIBIT A-1	Initial Districts Legal Descriptions
EXHIBIT A-2	Inclusion Area Legal Description
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the Districts and Aurora

I. BACKGROUND

The City of Aurora approved the Consolidated Service Plan (the "Original Service Plan") for Painted Prairie Metropolitan District Nos. 10-12 (collectively, the "Districts") on August 5, 2019.

Since the time the Service Plan was approved, Painted Prairie Metropolitan District No. 10 ("District No. 10"), along with other metropolitan districts in the City of Aurora, have entered into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "FRIA Establishment Agreement") and are member districts of the Fletcher Aurora Regional Improvement Authority ("FRIA"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Section 5.11 of the FRIA Establishment Agreement requires District No. 10 to exercise commercial best efforts to submit to the City and pursue through approval one or more amendments to its Service Plan as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully requests approval of this Amended and Restated Consolidated Service Plan to facilitate the funding of additional Regional Improvements for the benefit of District No. 10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

This Amended and Restated Consolidated Service Plan shall supersede and replace the Original Service Plan.

II. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and

financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Service Plans.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section VI.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

III. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to the ARI Establishment Agreement or by one or more intergovernmental agreements between the Districts and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment; provided that if an ARI Authority Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning for each District in the first year of collection of a debt service mill levy by such District and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the Districts and an ARI Authority as may be amended from time to time.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Painted Prairie Metropolitan District No. 10 through No. 12.

District No. 10: means the Painted Prairie Metropolitan District No. 10.

District No. 11: means the Painted Prairie Metropolitan District No. 11.

District No. 12: means the Painted Prairie Metropolitan District No. 12.

Districts: means District Nos. 10, 11, and 12 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section VI.A.11 below.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VIII.D below.

Mill Levy Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as Painted Prairie.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section VI below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VII below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

IV. BOUNDARIES

The area of the Initial District Boundaries of each District includes approximately one-quarter acres (0.25) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately six-hundred thirty-four (634) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and a legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

V. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately six-hundred thirty-four (634) acres of developable land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately one-thousand eight-hundred six (1,806) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

VI. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements

to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of Three Hundred Million Dollars ($300,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with Painted Prairie Metropolitan District No. 6.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections

VI.A1-14 above or in Section VIII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One-Hundred Twenty Million Dollars ($120,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VIIA, B or C below.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the

terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VII.A nor VII.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VII and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VII.A nor VII.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VII.A and VII.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VIIA, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VII at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Twelve Million Dollars ($12,000,000) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII below.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Three Hundred Million Dollars ($300,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VIII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues

generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VIII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VII. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between a District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be Fifty Thousand Dollars ($50,000) per District, which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) per District, which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged by the City to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the Agreed Upon Procedures Engagement.

IX. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XII. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit D** at their first Board meeting after their organizational elections. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XIII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Initial Districts Legal Descriptions

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

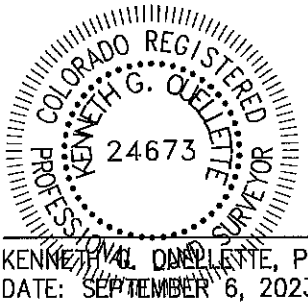
PROPERTY DESCRIPTION

TWO PARCELS OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S52°20'17"W A DISTANCE OF 1982.36 FEET TO THE **POINT OF BEGINNING**;
THENCE N00°29'13"W A DISTANCE OF 142.87 FEET;
THENCE N89°30'47"E A DISTANCE OF 139.63 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE N89°55'13"E A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 178.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE N00°29'13"W A DISTANCE OF 274.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 420.52 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 4.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 136.92 FEET;
THENCE N89°30'47"E A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 1.50 FEET;
THENCE N89°55'13"E A DISTANCE OF 43.56 FEET;
THENCE N00°04'47"W A DISTANCE OF 135.00 FEET;
THENCE N89°55'13"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 436.84 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 1 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION

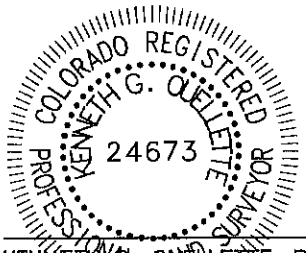
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°14'20", A RADIUS OF 889.50 FEET, A CHORD BEARING S11°41'26"W A DISTANCE OF 343.09 FEET, AND AN ARC DISTANCE OF 345.25 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°21'47", A RADIUS OF 980.50 FEET, A CHORD BEARING S12°37'42"W A DISTANCE OF 346.64 FEET, AND AN ARC DISTANCE OF 348.47 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING N43°57'02"W A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE S89°39'07"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS OF 2533.00 FEET, A CHORD BEARING N82°39'26"W A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;
THENCE N74°57'59"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°45'30", A RADIUS OF 533.00 FEET, A CHORD BEARING N74°05'13"W A DISTANCE OF 16.36 FEET, AND AN ARC DISTANCE OF 16.36 FEET;
THENCE N00°04'47"W A DISTANCE OF 243.55 FEET;
THENCE S89°55'13"W A DISTANCE OF 83.75 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 17.708 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S59°28'45"W A DISTANCE OF 1837.64 FEET TO THE **POINT OF BEGINNING;**
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 143.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 143.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.784 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

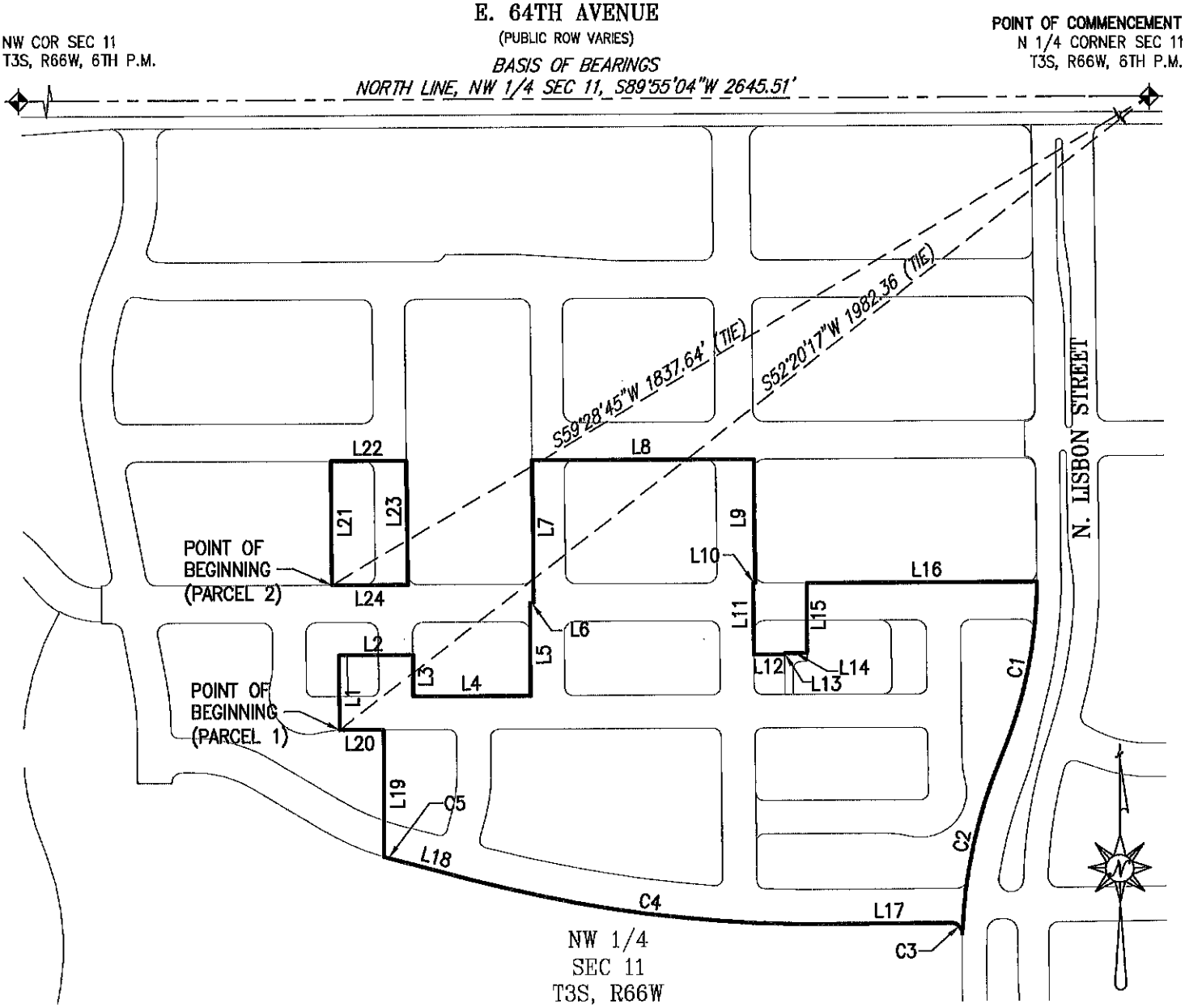
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 2 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 17.708 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.784 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 3 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°29'13"W	142.87'
L2	N89°30'47"E	139.63'
L3	S00°29'13"E	79.86'
L4	N89°55'13"E	222.01'
L5	N00°29'13"W	178.00'
L6	N89°55'13"E	7.50'
L7	N00°29'13"W	274.01'
L8	N89°55'13"E	420.52'
L9	S00°29'13"E	238.01'
L10	S89°55'13"W	4.00'
L11	S00°29'13"E	136.92'
L12	N89°30'47"E	58.00'
L13	N00°29'13"W	1.50'
L14	N89°55'13"E	43.56'
L15	N00°04'47"W	135.00'
L16	N89°55'13"E	436.84'
L17	S89°39'07"W	234.61'
L18	N74°57'59"W	155.74'
L19	N00°04'47"W	243.55'
L20	S89°55'13"W	83.75'
L21	N00°29'13"W	238.01'
L22	N89°55'13"E	143.50'
L23	S00°29'13"E	238.01'
L24	S89°55'13"W	143.50'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	22°14'20"	889.50'	S11°41'26"W	343.09'	345.25'
C2	20°21'47"	980.50'	S12°37'42"W	346.64'	348.47'
C3	92°47'42"	20.00'	N43°57'02"W	28.97'	32.39'
C4	15°22'54"	2533.00'	N82°39'26"W	677.97'	680.01'
C5	1°45'30"	533.00'	N74°05'13"W	16.36'	16.36'

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Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 4 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

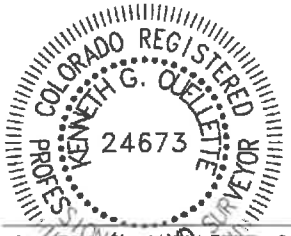
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

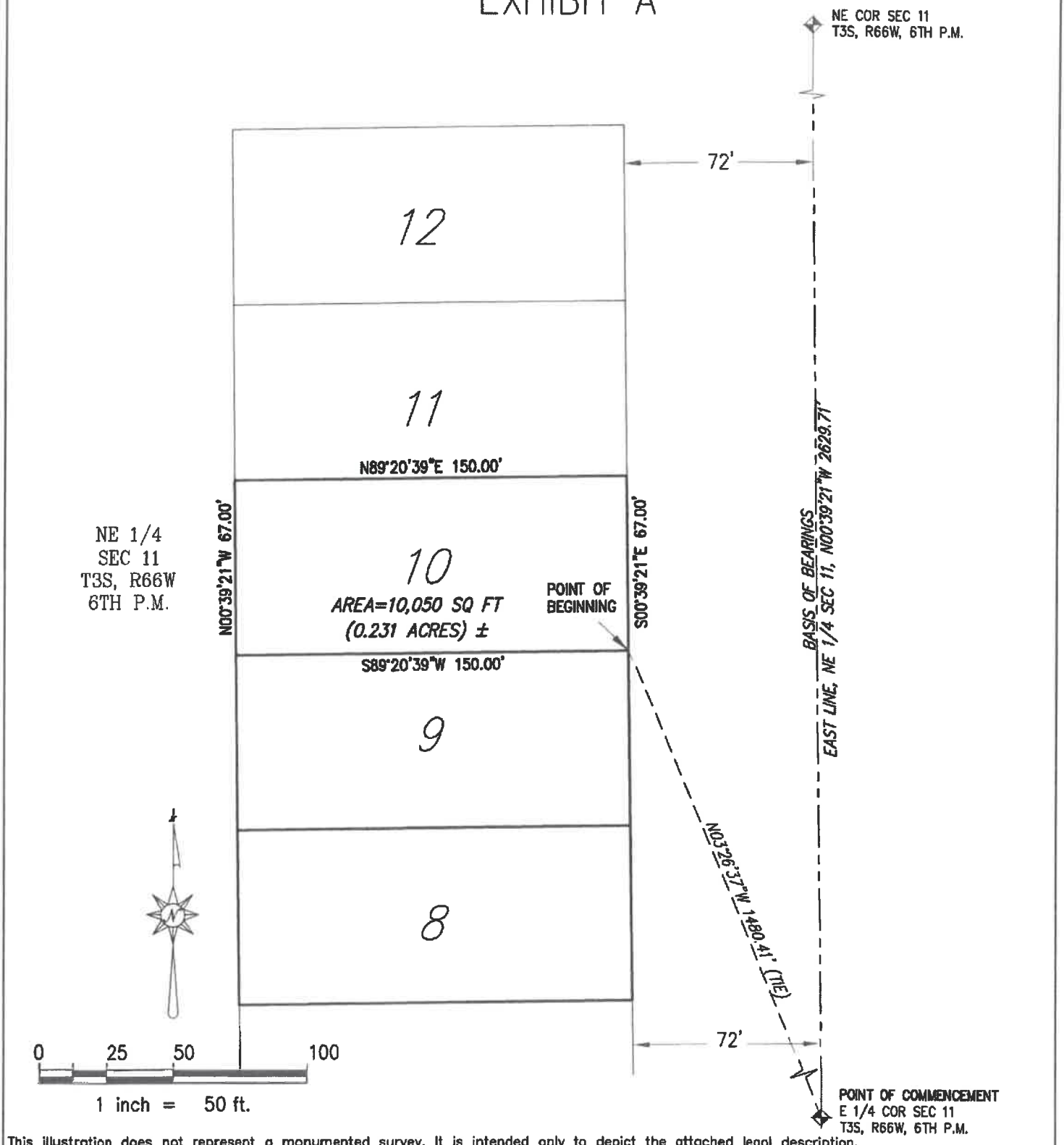
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 10 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

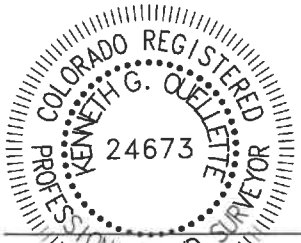
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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Telephone: 303-751-0741

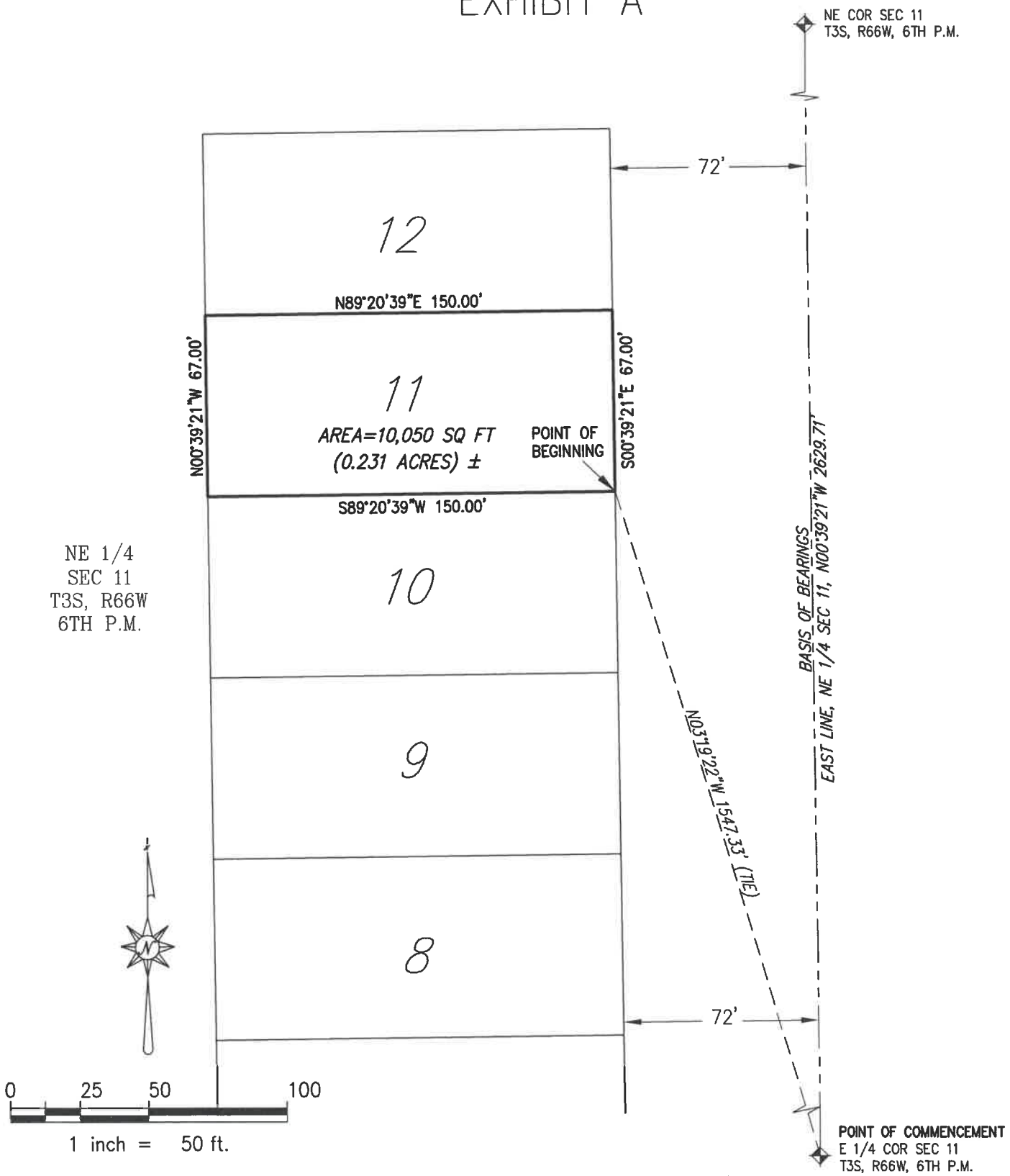
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 11 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 11 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

NE 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

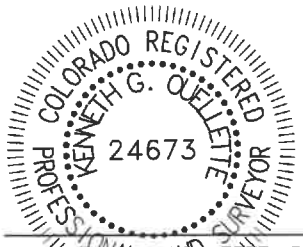
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 11;
THENCE N03°12'44"W A DISTANCE OF 1614.26 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

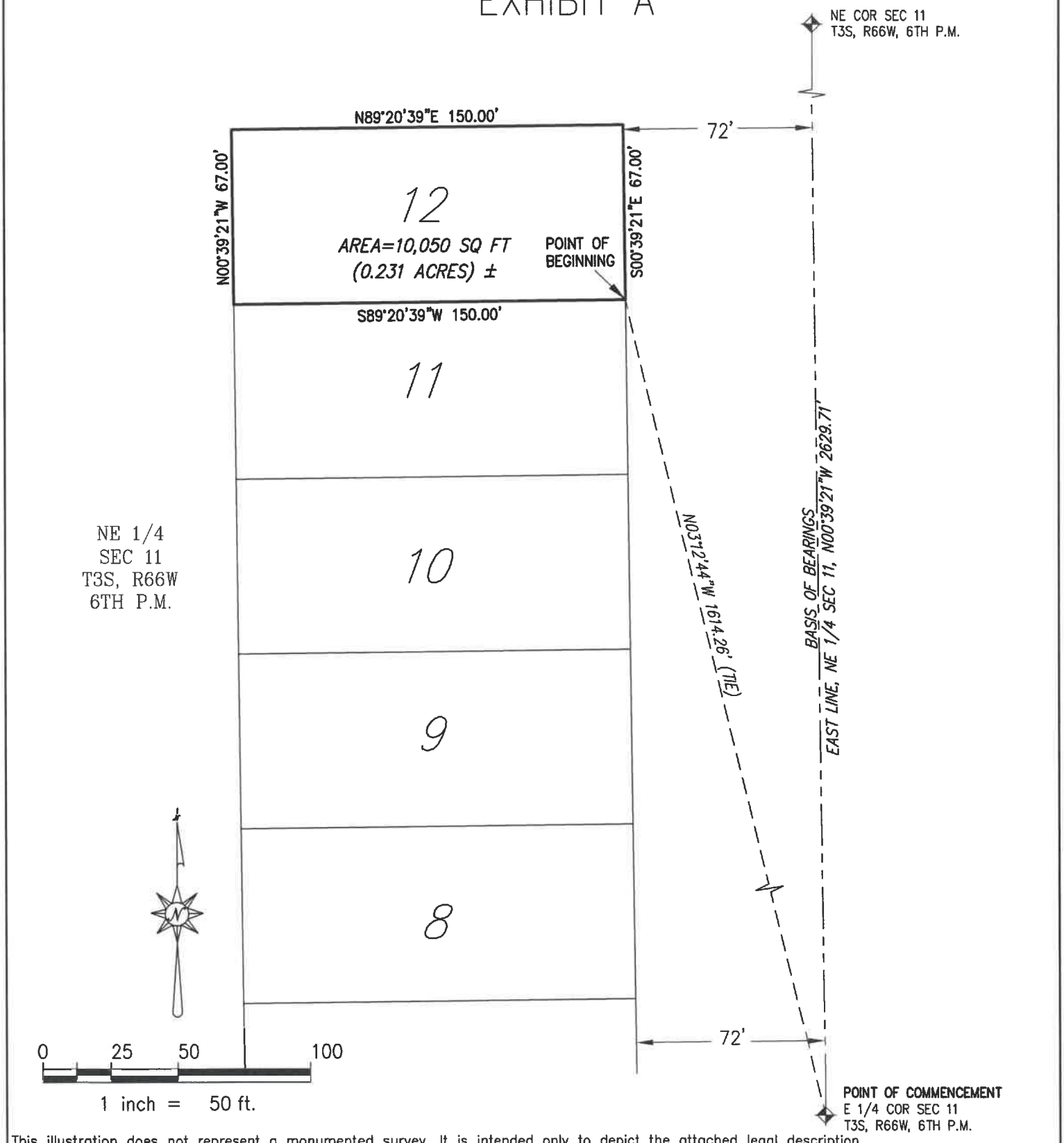
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 12 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 12 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A-2

Inclusion Area Legal Description

EXHIBIT A

LEGAL DESCRIPTION – INCLUSION AREA

A PARCEL OF LAND LYING WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 11, AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°13'50" EAST, A DISTANCE OF 2658.63 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 2658.63 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 TO THE SOUTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 2653.23 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 TO THE SOUTH 1/4 CORNER OF SAID SECTION 11;

THENCE SOUTH 89°43'55" WEST, A DISTANCE OF 2653.35 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 TO THE SOUTHWEST CORNER OF SAID SECTION 11;

THENCE NORTH 00°17'08" WEST, A DISTANCE OF 2651.52 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 TO THE WEST 1/4 CORNER OF SAID SECTION 11;

THENCE NORTH 00°16'03" WEST, A DISTANCE OF 2654.50 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE NORTH 89°55'04" EAST, A DISTANCE OF 2645.51 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE NORTH 1/4 CORNER OF SAID SECTION 11;

THENCE NORTH 89°55'26" EAST, A DISTANCE OF 2645.82 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 00°39'21" EAST, A DISTANCE OF 2629.71 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO EAST 1/4 CORNER OF SAID SECTION 11, BEING THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 28,097,053 SQUARE FEET OR 645.020 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.



I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



_____

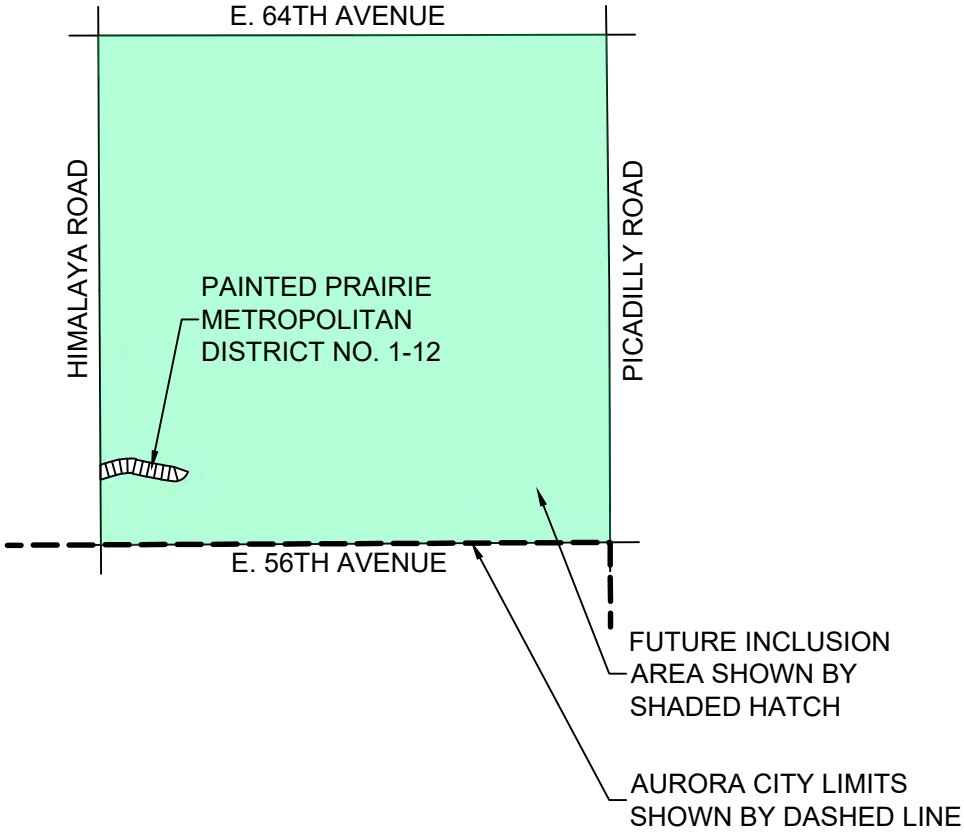
KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

EXHIBIT B

Aurora Vicinity Map

2000 1000 0 2000 4000

SCALE: 1" = 2000'



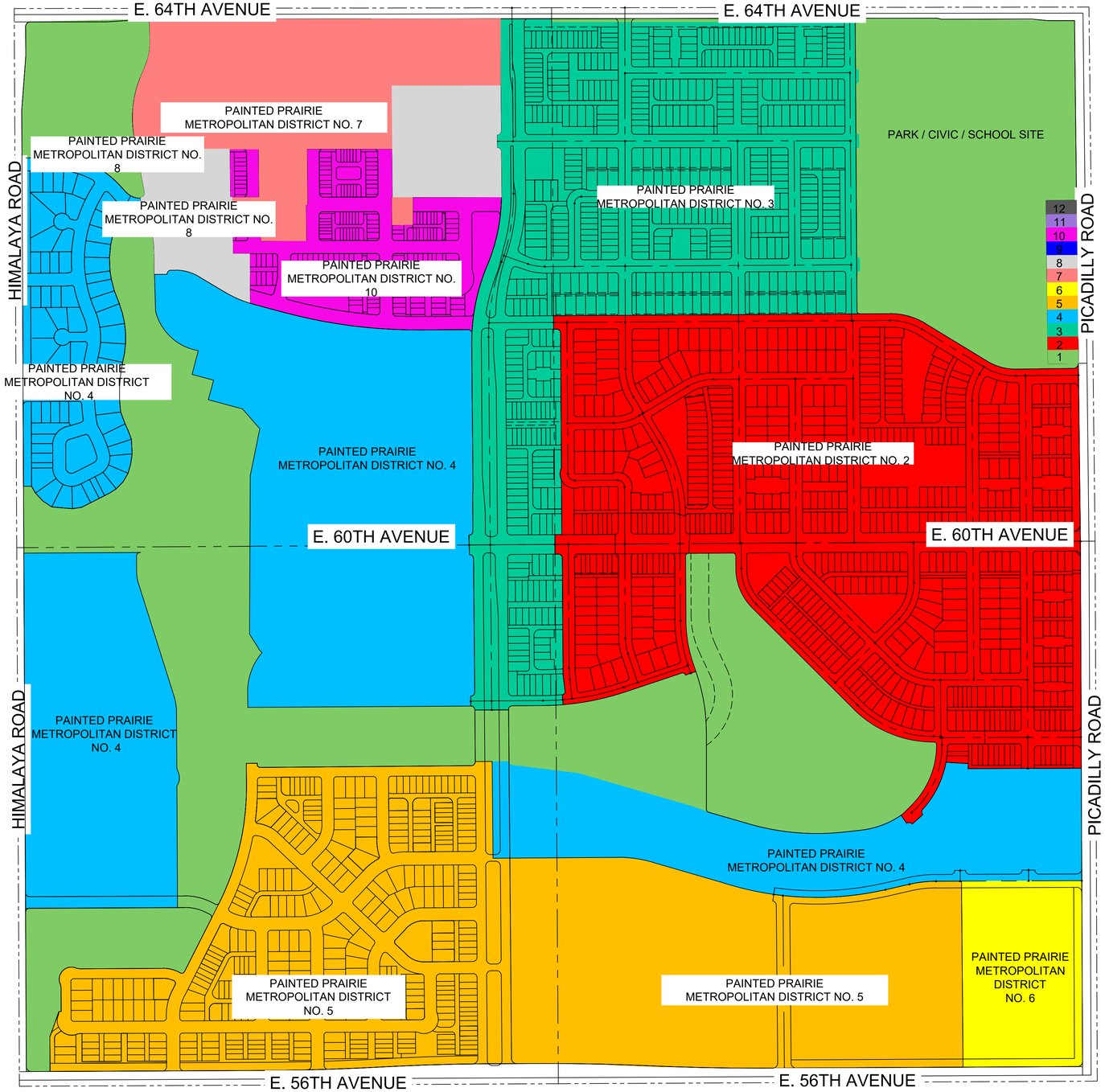
PAINTED PRAIRIE METROPOLITAN DISTRICT VICINITY MAP

05/28/2019

CVL CONSULTANTS
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: (720) 482-9526
CVLINC.NET

EXHIBIT C-1

Initial Districts Boundary Maps





300 150 0 300 600

SCALE: 1" = 300'

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 10
- DISTRICT 11
- DISTRICT 12
- SCHOOL / CIVIC PARK

MERRICK®

PAINTED PRAIRIE METRO DISTRICT MAP

DATE: 5/15/2025

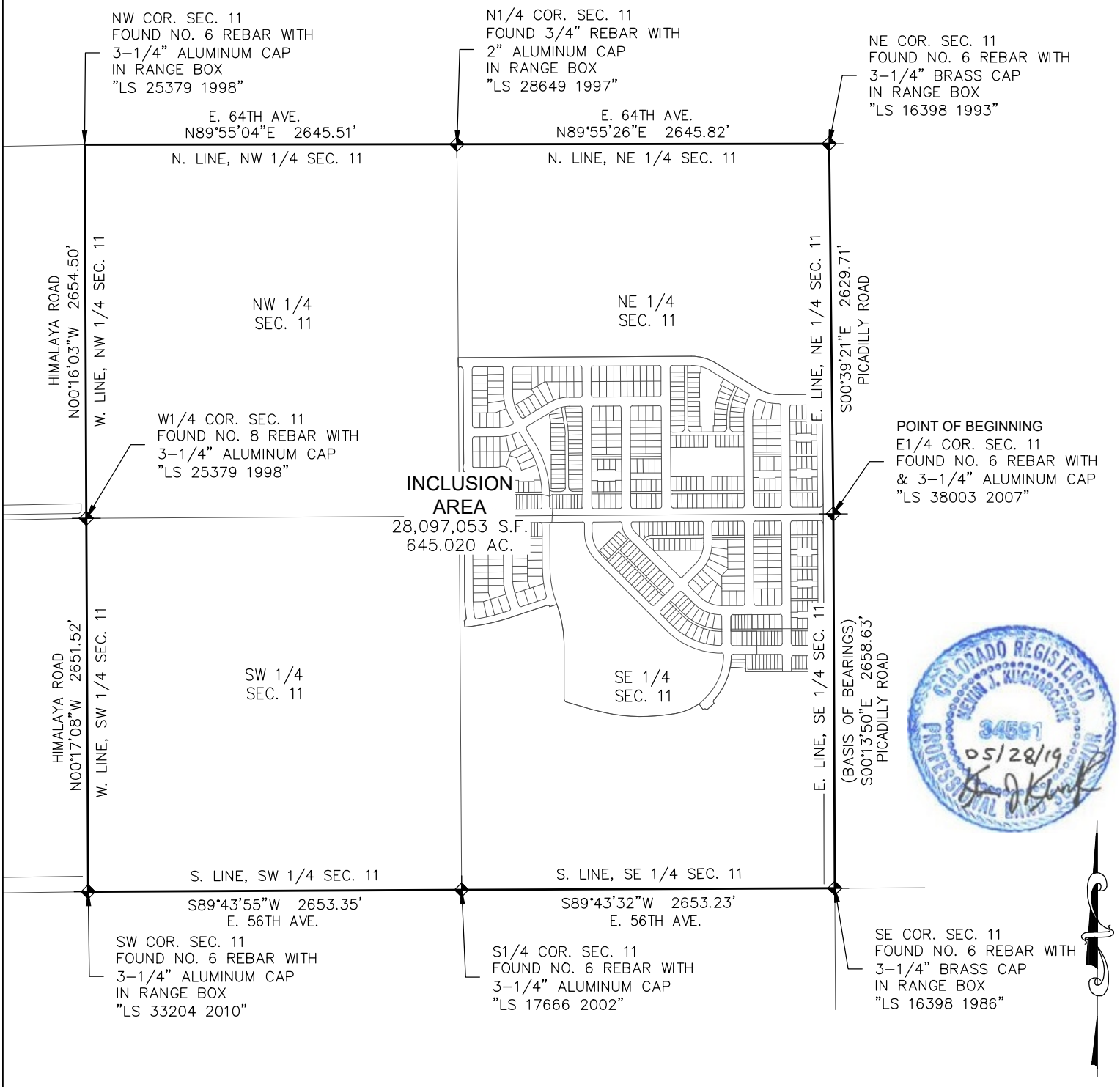
SHEET:

EXHIBIT C-2

Inclusion Area Boundary Map

ILLUSTRATION FOR

EXHIBIT A



OWNER:
PAINTED PRAIRIE OWNER, LLC.
10100 SANTA MONICA BLVD., STE 1000
LOS ANGELES, CA 90067

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO

BY: MJP	SCALE: 1" = 1000'	R.O.W.
CK'D: WFH	DATE: 5/28/2019	JOB NO. 8130155409

INCLUSION AREA LOCATED IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

AND PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12 quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plans approved by the City on _____, 2026 ("Service Plans"); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts are parties to that certain Intergovernmental Agreement dated December 12, 2019 (the "Original Agreement"); and

WHEREAS, this Agreement (defined below) shall supersede and replace the Original Agreement; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space,

landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Three Hundred Million Dollars ($300,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved

the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with Painted Prairie Metropolitan District No. 6.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in VI.A1-14 or VIII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

20. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section IX of the Service Plan.

21. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VIIA, B or C of the Service Plan.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VII.A nor VII.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VII of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VII.A nor VII.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VII.A and VII.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VIIA, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VII of the Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VIII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VIII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VII of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Painted Prairie Metropolitan District Nos. 10-12
c/o WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Peter A. Schulte, Interim City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City 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 provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

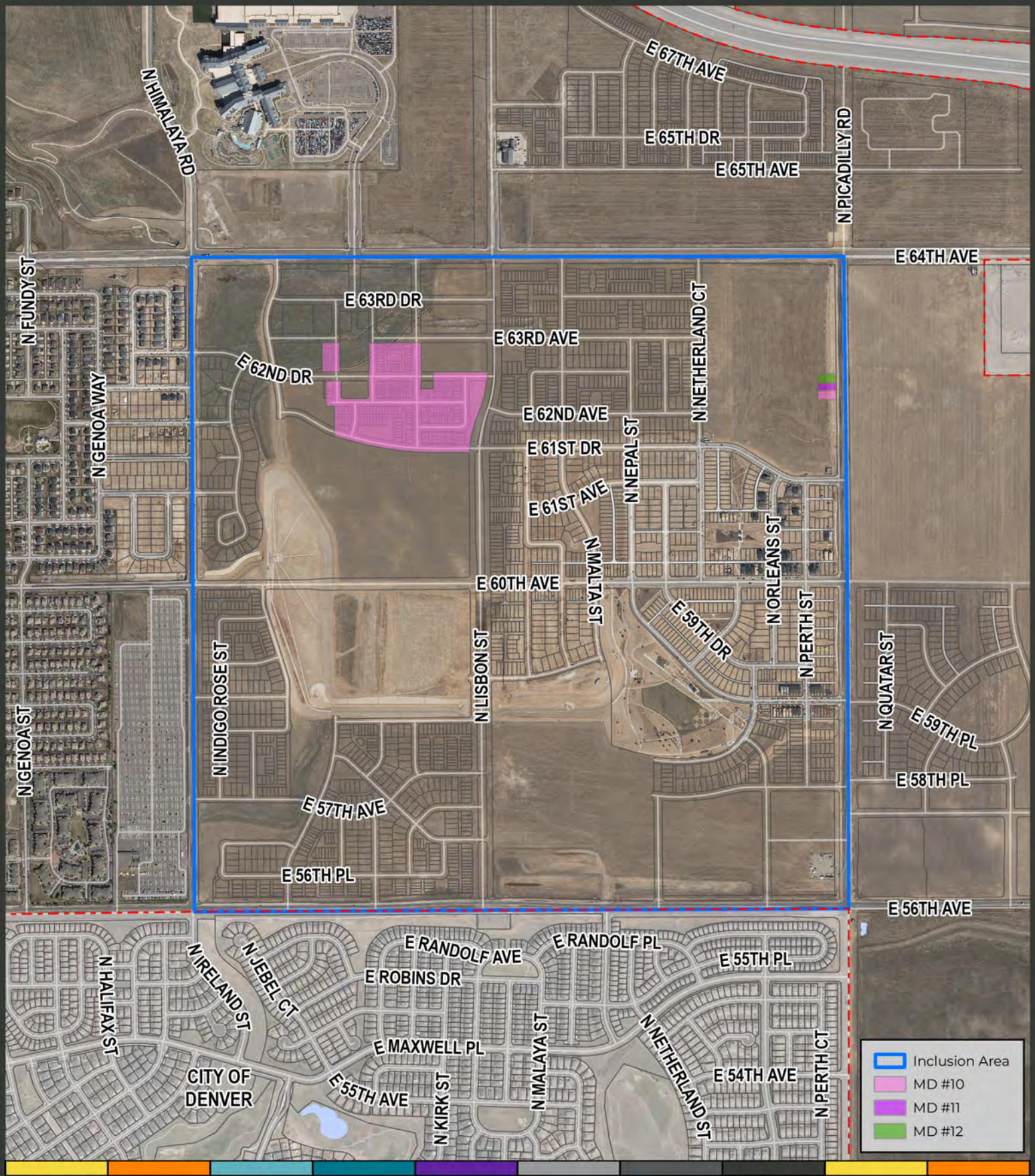
By: _____
MIKE COFFMAN, Mayor

Attest:

By: KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

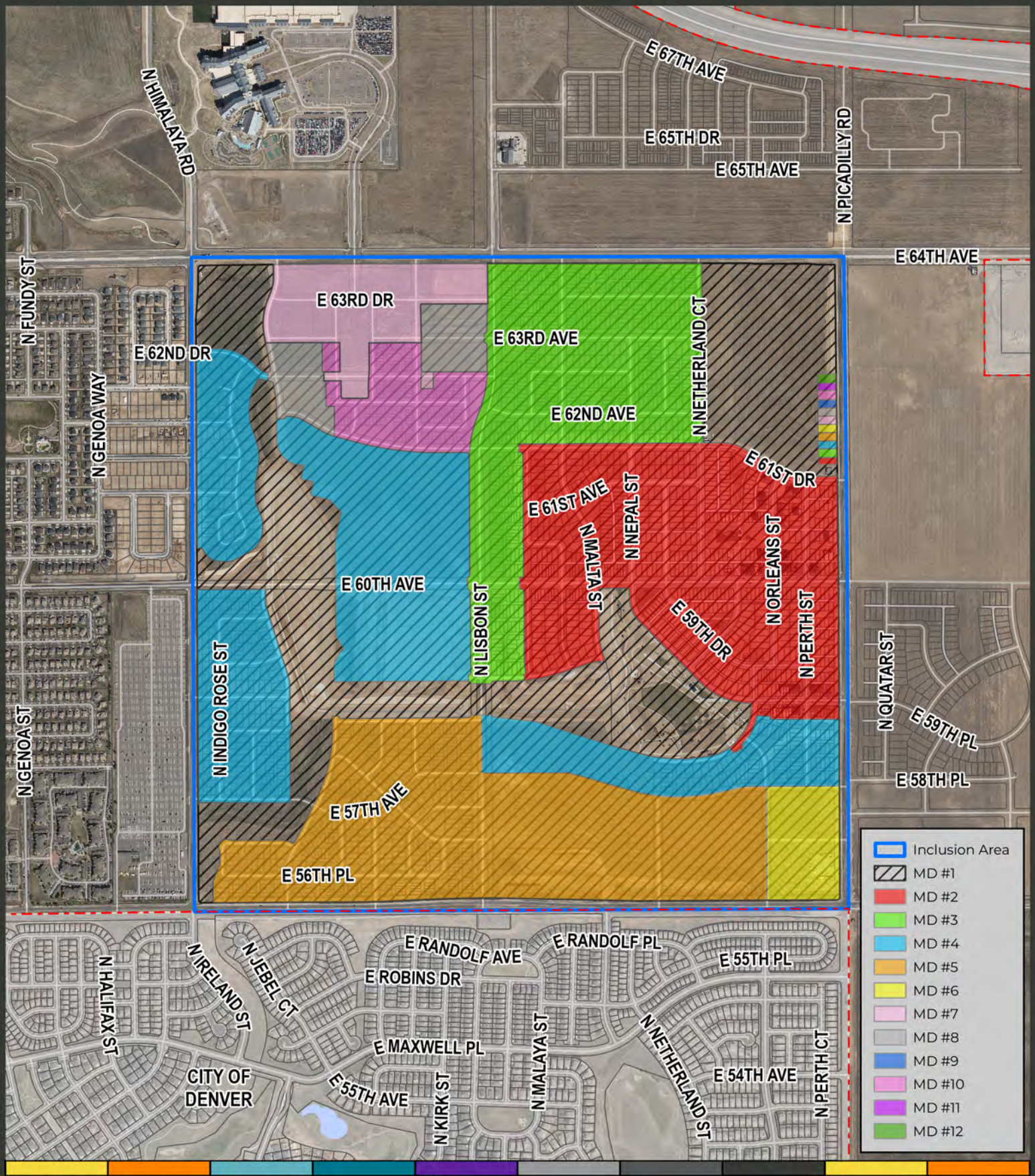
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City of Aurora, Colorado

Painted Prairie Metropolitan Districts #10-12 and Inclusion Area

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Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

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City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-12 and Inclusion Area

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx

Zapata, Cecilia

Subject: FW: Painted Prairie Mill Levy Proposal_Objection

From: Alecia Wellen [redacted]
Sent: Monday, March 16, 2026 1:59 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Painted Prairie Mill Levy Proposal_Objection

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

All,

Please accept this email as a formal objection to the proposed amendment to the consolidated service plans of special districts, specific to Painted Prairie.

I find a significant conflict of interest in having Chris Fellows serve as the Developer, work on behalf of the Metro District, and serve as the President of the Painted Prairie HOA. As the Developer, he needs to meet his obligations rather than pass costs on to homeowners, as this suggests.

I OBJECT to this proposal.

Thank you for your consideration,
Alecia Wellen

Zapata, Cecilia

Subject: FW: Objection to proposed Metro District Mill Levy Changes

From: Joanna Zemek [redacted]
Sent: Monday, March 16, 2026 11:08 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Objection to proposed Metro District Mill Levy Changes

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

To whom it may concern,

I own a home in Painted Prairie and I OBJECT to the Metro District Mill Levy changes. According to our city council, the "benefits" listed are line items paid for by the Developer, the cost of which should absolutely NOT be passed to home owners in Painted Prairie.

We already pay high Metro district taxes. The developer needs to be held accountable for these fixes we've been waiting a LONG TIME for (ie, a stop light at Piccadilly and 56th, etc). I am whole-heartedly against the proposed Metro District Mill Levy changes.

Thank you.

Sincerely,
Joanna Zemek
[redacted]

CITY OF AURORA
Council Agenda Commentary

Item Title: Sky Dance Metropolitan District No. 1 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Sky Dance Metropolitan District No. 1 ("District") is located in Adams County bounded generally between E. 56th Ave and E. 57th Ave on the north and south respectively, and N. Picadilly Rd. and N. Tibet Rd. on the west and east respectively. The District is currently undeveloped and is anticipated to include mixed use commercial and residential uses when developed. The District was created to provide for the public improvements for the use and benefit of the anticipated taxpayers of the district, it was primarily created to finance the construction of the public improvements.

In November of 2019 via Ordinance 2019-85, City Council approved the Service Plans for the BOWIP Metropolitan District Nos. 1-2. In February of 2022 City Council approved first amendments to the BOWIP Metropolitan District Nos. 1-2 Service Plans via Resolution 2022-46. In March of 2022 the BOWIP Metropolitan Districts Nos. 1-2 changed their names to be the Sky Dance Metropolitan District Nos. 1-2 respectively.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This ordinance is a request to approve an amended and restated service plan for the Sky Dance Metropolitan District No. 1; additionally, this ordinance will approve a first amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the District. Sky Dance Metropolitan District Nos. 1-2 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Key changes to the Service Plan Amendment include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 1 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Sky Dance Metropolitan District No. 1 (formerly BOWIP Metropolitan District No. 1) Service Plan on November 18, 2019 as amended by that First Amendment to the Service Plan on February 14, 2022 (collectively, the "Service Plan") for the Sky Dance Metropolitan District No. 1 (the "District"); and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amended and Restated Service Plan (the "Amended and Restated Service Plan") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Amended and Restated Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements in the District's regional area; and

WHEREAS, the Amended and Restated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts;" and

WHEREAS, the Amended and Restated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the District intends to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Amended and Restated Service Plan for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Amended and Restated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Amended and Restated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Service Plan applies only to Sky Dance Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

February 5, 2026

VIA EMAIL

Ms. Laura Perry
Deputy City Manager
City of Aurora
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553
lperry@auroragov.org

Re: Transmittal of Amended and Restated Service Plans for
Sky Dance Metropolitan District Nos. 1 and 2

Dear Ms. Perry:

Enclosed for consideration by the City of Aurora are the Amended and Restated Service Plans for Sky Dance Metropolitan District Nos. 1 and 2 (formerly BOWIP Metropolitan District Nos. 1 and 2, collectively known as the "**Districts**"). Contact information for the relevant parties is as follows:

District's Counsel:

Megan Becher
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com

Owner/Developer:

Westside Investments LLC
Attn: Megan Waldschmidt
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246
Phone: (303) 984-9800
Email: mwaldschmidt@westsideinv.com

BACKGROUND INFORMATION

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved the Districts' Service Plans (the "**Original Service Plans**"). As a result of court and other delays due to COVID, the Districts' organizations were delayed to November 19, 2020. The City Council subsequently approved First Amendments to the Original Service Plans on February 14, 2022 (the "**First Amendments**") which authorized certain boundary and service area modifications for the Districts. Enclosed are proposed the proposed Amended and Restated Original Service Plans (the "**Amendments and Restatements**"). The Amendments and Restatements are intended to supersede and replace the Original Service Plans and the First Amendments. Additionally, as a result of the Amendments and Restatements, certain modifications were necessary to the Districts' respective Intergovernmental Agreements with the City ("**First Amendments to IGAs**").

JUSTIFICATION FOR REQUEST

The Districts are seeking approval of the Amendments and Restatements and First Amendments to IGAs in connection with the organization of the proposed Fletcher Regional Improvement Authority ("**FRIA**") and the Districts' desire to pledge their Regional Improvement Mill Levies to FRIA for the financing and construction of certain Regional Improvements. Specifically:

- The Districts desire to clarify their respective rights to impose a Regional Mill Levy in the amount of five (5) mills in the event an ARI Establishment Agreement is entered into within two (2) years following the date of approval of the Amendments and Restatements.

Enclosed for formal consideration by the City are:

1. Clean copies of the proposed Amendments and Restatements.

2. Clean copies of the proposed First Amendments to IGAs.

Finally, we will be transmitting the required Service Plan Amendment and Modification Fee in the amount of $2,740.00 via Federal Express to your attention under separate cover. Should you have any questions or need any further information to process the Amendments and Restatements, please do not hesitate to contact me.

Very truly yours,
MCGEADY BECHER CORTESE WILLIAMS P.C.

Megan Becher

Megan Becher

Enclosures
cc: Megan Waldschmidt (via email mwaldschmidt@westsideinv.com)
Mark Witkiewicz (via email mwitkiewicz@westsideinv.com)

AMENDED AND RESTATED SERVICE PLAN FOR

SKY DANCE METROPOLITAN DISTRICT NO. 1

(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

CITY OF AURORA, COLORADO

Prepared by:

McGeady Becher Cortese Williams P.C.
450 East 17th Avenue
Suite 400
Denver, CO 80203

Submitted: _____, 2026

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EXHIBIT D Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved a Service Plan (the "**Original Service Plan**") for BOWIP Metropolitan District No. 1 (the "**District**"). The District was organized on November 19, 2020, by recordation of an Order and Decree in the office of the Adams County Clerk and Recorder. A First Amendment to the Original Service Plan ("**First Amendment**") was approved by the City on February 14, 2022, the terms of which have been incorporated herein.

This Amended and Restated Service Plan shall supersede and replace the Original Service Plan and First Amendment in their entirety.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

B. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary

purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party may vary, the nature, timing, and extent of the procedures may vary as well.

Amended and Restated Service Plan or Service Plan: means this Amended and Restated Service Plan for the District approved by City Council, which replaces and supersedes the Original Service Plan and the First Amendment.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means an Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the District and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means Sky Dance Metropolitan District No. 1, formerly known as BOWIP Metropolitan District No. 1.

District No. 2: means Sky Dance Metropolitan District No. 2, formerly known as BOWIP Metropolitan District No. 2.

Districts: means District and District No. 2, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem

property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Mill Levy Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill

levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as High Point at DIA.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one hundred fifty-five (155) acres and the total area proposed to be included in the Inclusion Area Boundaries is one hundred fifty-one (151) acres nearby the Initial District Boundaries. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one-hundred fifty-one (151) acres of land developed as or to be developed as a mixed-use community including retail, commercial, office, industrial and residential uses. The current assessed valuation of the Service Area is $0.00 for

purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The day-time population of the District at build-out is estimated to be approximately two thousand six hundred (2,600) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection

facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not

consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Sections V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Fifty Million Dollars ($50,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts may enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the

provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Sections VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related

improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C above. Such limit is not subject to the Total Debt Issuance Limitation described below.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Twenty Million Dollars ($120,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such

portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges

as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged by the City to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the Agreed Upon Procedures Engagement.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Amended and Restated Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

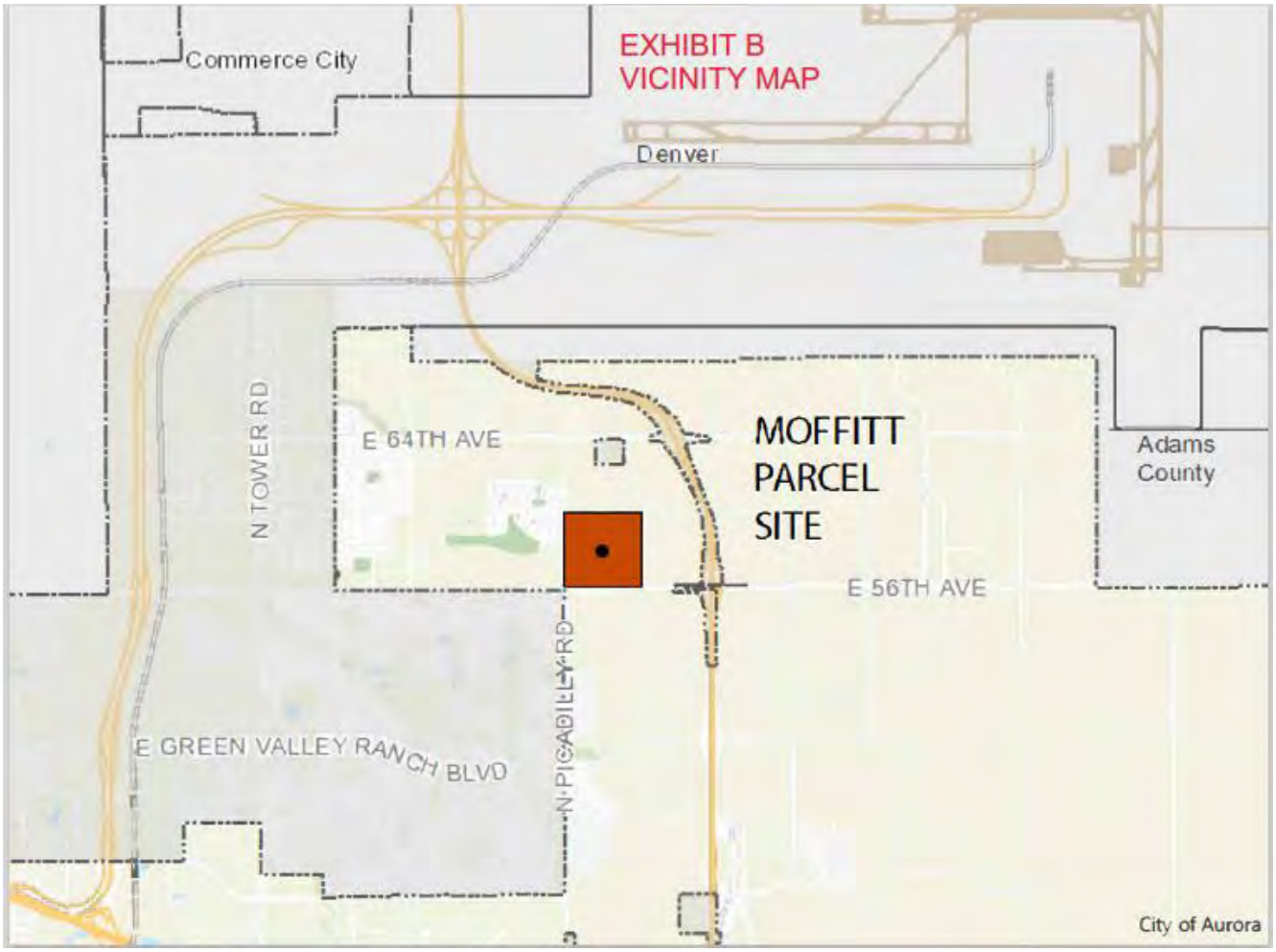
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
AURORA VICINITY MAP



Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C1
BOUNDARY MAP

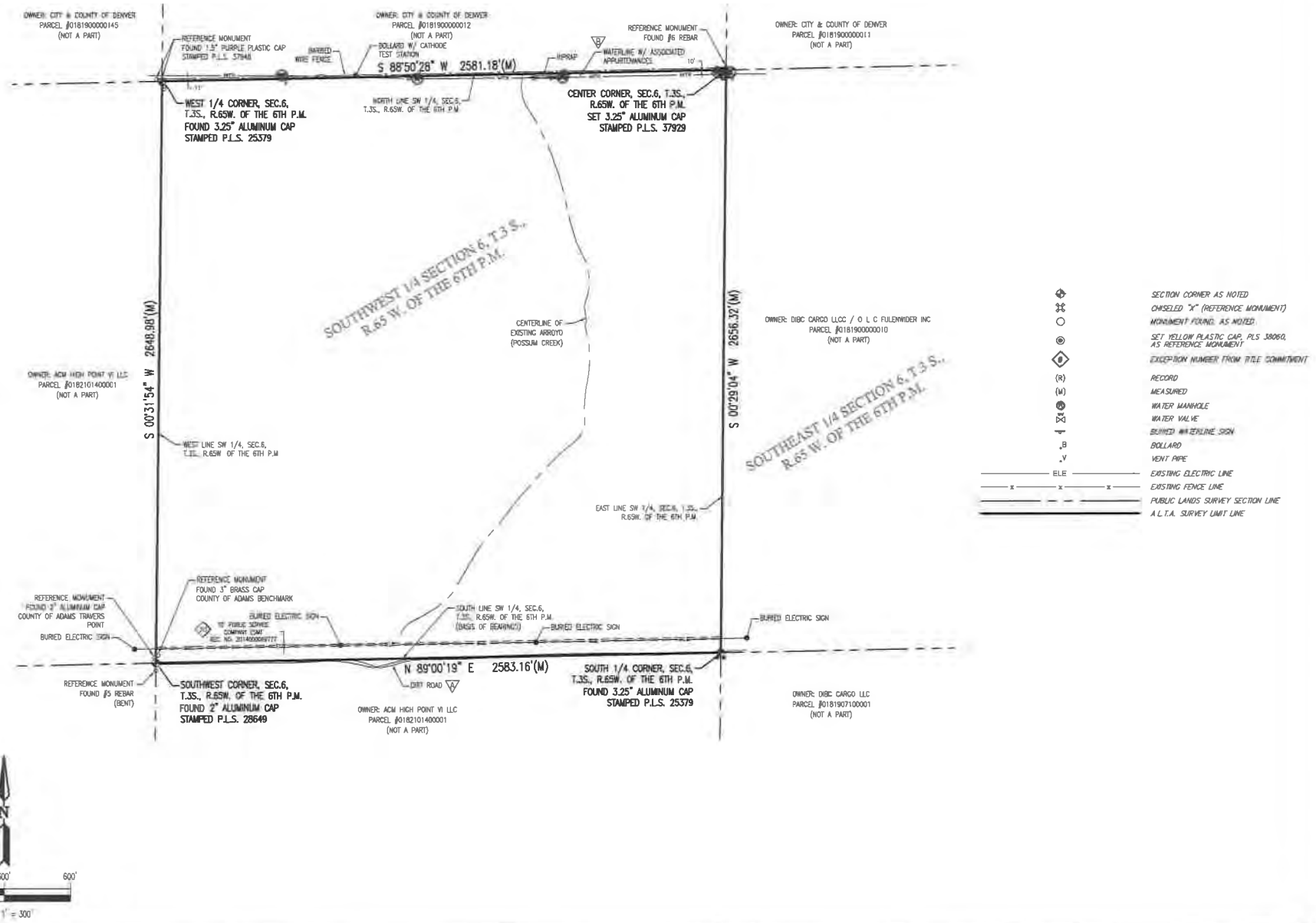


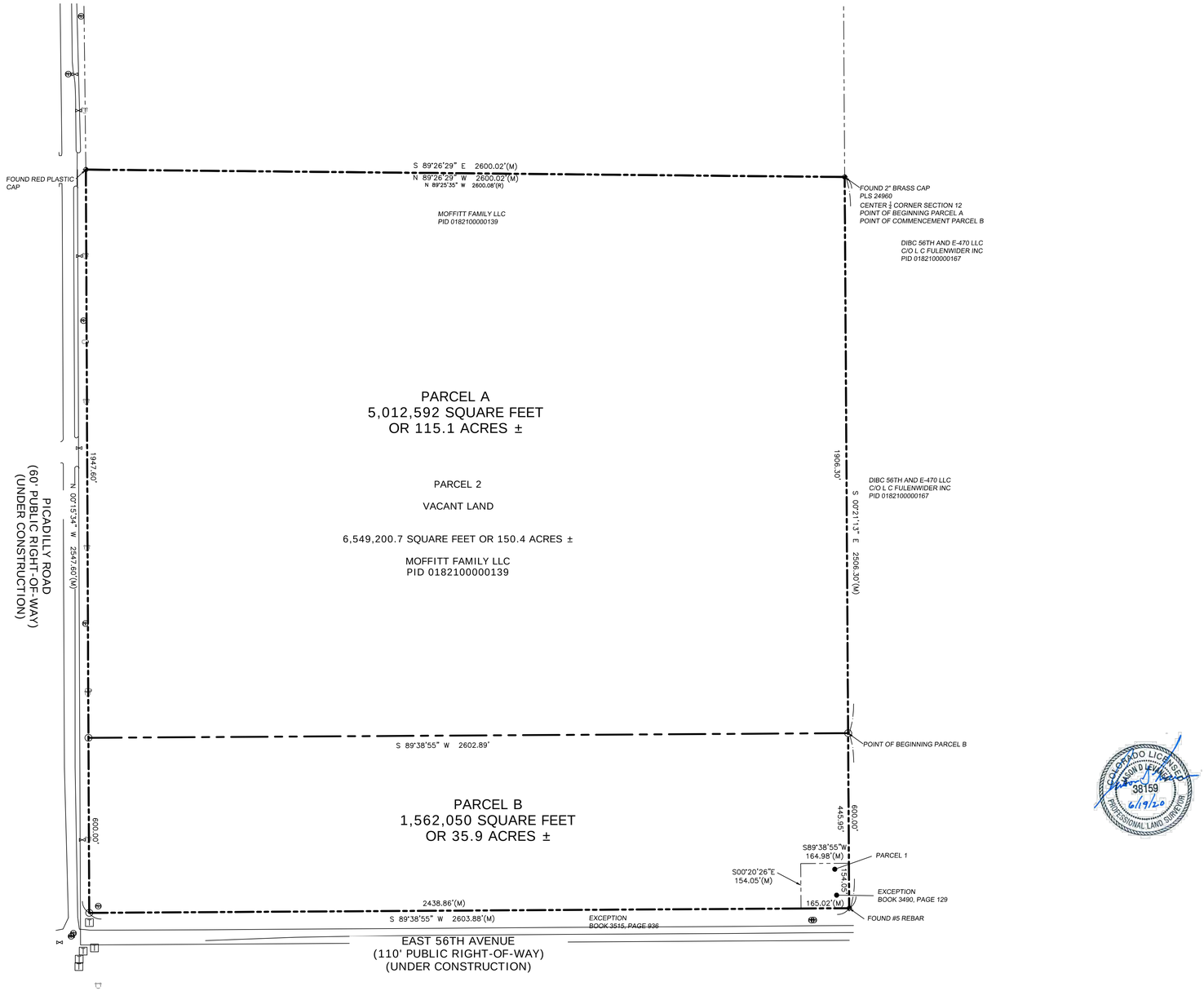
EXHIBIT C-2
INCLUSION AREA BOUNDARY MAP

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Commercial Real Estate
Due Diligence Management

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Akron, OH 44312

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38159
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SCALE: 1" = 200'

Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
BOWIP METROPOLITAN DISTRICT NO. 1

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, ____, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("**City**"), and **BOWIP METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("**Agreement**").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(d) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(e) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be

subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(f) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
BOWIP Metropolitan District No. 1
c/o McGeady Becher PC
450 East 17th Ave, Suite 100
Denver, CO 80203
Attn: Megan Becher
Phone: (303)592-4380
Fax: (303)592-4385

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City 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 provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. **Severability**. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

BOWIP METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Bob LeGare, Mayor

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA, COLORADO
AND
SKY DANCE METROPOLITAN DISTRICT NO. 1
(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND SKY DANCE METROPOLITAN DISTRICT NO. 1 (f.k.a BOWIP Metropolitan District No. 1)** ("**Amendment**") is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the "**City**"), and **SKY DANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (f.k.a. BOWIP Metropolitan District No. 1, the "**District**"). The City and the District are collectively referred to herein as the "**Parties**."

RECITALS:

A. The Parties entered into that certain Intergovernmental Agreement between the City and the District dated December 4, 2020 (the "**Original IGA**"), whereby the Parties entered into certain agreements relative to the District's rights and obligations under the District's Service Plan as originally approved by the City on November 18, 2019 (as amended pursuant to a First Amendment dated March 3, 2022, the "**Service Plan**").

B. Concurrent herewith, the City has approved an Amended and Restated Service Plan for the District dated _____, 2026 ("**Amended and Restated Service Plan**"), which sets forth certain modifications to the requirements relative to the ARI Mill Levy and ARI Mill Levy Agreement (both as defined in the Amended and Restated Service Plan.

C. In conjunction with the approval of the Amended and Restated Service Plan, the Parties have determined that it is appropriate to amend the Original IGA with this Amendment in order to acknowledge the modifications contained in the Amended and Restated Service Plan.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. All terms which are not defined herein shall have the same meaning as set forth in the Original IGA and the Amended and Restated Service Plan.

2. Amendment to Section 21.(c) of the IGA.

A. Section 21.(c) of the IGA is hereby deleted in its entirety, and substituted in lieu thereof shall be the following (revisions shown in **BOLD**):

"(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the **Amended and Restated** Service Plan by the City and neither Section VI.A nor VI.B of the **Amended and Restated** Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C of the Amended and Restated Service Plan. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII of the Service Plan."

The remainder of Section 21 of the Original IGA shall remain unchanged.

3. Except as expressly set forth in this Amendment, all provisions of the IGA remain unchanged and in full force and effect, valid and binding on the parties thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment is executed by the City and the Districts as of the date first above written.

SKY DANCE METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Sky Dance Metropolitan District #1 and Inclusion Area

Miles 0 0.075 0.15

N W E S

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2794_SkyDanceMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Sky Dance Metropolitan District No. 2 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Sky Dance Metropolitan District No. 2 ("District") is located in Adams County bounded generally between E. 57th Ave and E. 60th Ave on the north and south respectively, and N. Picadilly Rd. and N. Tibet Rd. on the west and east respectively. The District is currently undeveloped and is anticipated to include mixed use commercial and residential uses when developed. The District was created to provide for the public improvements for the use and benefit of the anticipated taxpayers of the district, it was primarily created to finance the construction of the public improvements.

In November of 2019 via Ordinance 2019-85, City Council approved the Service Plans for the BOWIP Metropolitan District Nos. 1-2. In February of 2022 City Council approved first amendments to the BOWIP Metropolitan District Nos. 1-2 Service Plans via Resolution 2022-46. In March of 2022 the BOWIP Metropolitan Districts Nos. 1-2 changed their names to be the Sky Dance Metropolitan District Nos. 1-2 respectively.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This ordinance is a request to approve an amended and restated service plan for the Sky Dance Metropolitan District No. 2; additionally, this ordinance will approve a first amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the District. Sky Dance Metropolitan District Nos. 1-2 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Key changes to the Service Plan Amendment include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 2 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Sky Dance Metropolitan District No. 2 (formerly BOWIP Metropolitan District No. 2) Service Plan on November 18, 2019 as amended by that First Amendment to the Service Plan on February 14, 2022 (collectively, the "Service Plan") for the Sky Dance Metropolitan District No. 2 (the "District"); and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amended and Restated Service Plan (the "Amended and Restated Service Plan") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Amended and Restated Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements in the District's regional area; and

WHEREAS, the Amended and Restated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts;" and

WHEREAS, the Amended and Restated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the District intends to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Amended and Restated Service Plan for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Amended and Restated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Amended and Restated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Service Plan applies only to Sky Dance Metropolitan District No. 2. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

McGEADY BECHER
Special District Law

February 5, 2026

VIA EMAIL

Ms. Laura Perry
Deputy City Manager
City of Aurora
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553
lperry@auroragov.org

Re: Transmittal of Amended and Restated Service Plans for
Sky Dance Metropolitan District Nos. 1 and 2

Dear Ms. Perry:

Enclosed for consideration by the City of Aurora are the Amended and Restated Service Plans for Sky Dance Metropolitan District Nos. 1 and 2 (formerly BOWIP Metropolitan District Nos. 1 and 2, collectively known as the "**Districts**"). Contact information for the relevant parties is as follows:

District's Counsel:

Megan Becher
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com

Owner/Developer:

Westside Investments LLC
Attn: Megan Waldschmidt
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246
Phone: (303) 984-9800
Email: mwaldschmidt@westsideinv.com

BACKGROUND INFORMATION

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved the Districts' Service Plans (the "**Original Service Plans**"). As a result of court and other delays due to COVID, the Districts' organizations were delayed to November 19, 2020. The City Council subsequently approved First Amendments to the Original Service Plans on February 14, 2022 (the "**First Amendments**") which authorized certain boundary and service area modifications for the Districts. Enclosed are proposed the proposed Amended and Restated Original Service Plans (the "**Amendments and Restatements**"). The Amendments and Restatements are intended to supersede and replace the Original Service Plans and the First Amendments. Additionally, as a result of the Amendments and Restatements, certain modifications were necessary to the Districts' respective Intergovernmental Agreements with the City ("**First Amendments to IGAs**").

JUSTIFICATION FOR REQUEST

The Districts are seeking approval of the Amendments and Restatements and First Amendments to IGAs in connection with the organization of the proposed Fletcher Regional Improvement Authority ("**FRIA**") and the Districts' desire to pledge their Regional Improvement Mill Levies to FRIA for the financing and construction of certain Regional Improvements. Specifically:

- The Districts desire to clarify their respective rights to impose a Regional Mill Levy in the amount of five (5) mills in the event an ARI Establishment Agreement is entered into within two (2) years following the date of approval of the Amendments and Restatements.

Enclosed for formal consideration by the City are:

1. Clean copies of the proposed Amendments and Restatements.

2. Clean copies of the proposed First Amendments to IGAs.

Finally, we will be transmitting the required Service Plan Amendment and Modification Fee in the amount of $2,740.00 via Federal Express to your attention under separate cover. Should you have any questions or need any further information to process the Amendments and Restatements, please do not hesitate to contact me.

Very truly yours,
MCGEADY BECHER CORTESE WILLIAMS P.C.

Megan Becher

Megan Becher

Enclosures
cc: Megan Waldschmidt (via email mwaldschmidt@westsideinv.com)
Mark Witkiewicz (via email mwitkiewicz@westsideinv.com)

AMENDED AND RESTATED SERVICE PLAN FOR

SKY DANCE METROPOLITAN DISTRICT NO. 2

(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

CITY OF AURORA, COLORADO

Prepared by:

McGeady Becher Cortese Williams P.C.
450 East 17th Avenue
Suite 400
Denver, CO 80203

Submitted: _____, 2026

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EXHIBIT C-1 Initial District Boundary Map

EXHIBIT C-2 Inclusion Area Boundary Map

EXHIBIT D Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved a Service Plan (the "**Original Service Plan**") for BOWIP Metropolitan District No. 2 (the "**District**"). The District was organized on November 19, 2020, by recordation of an Order and Decree in the office of the Adams County Clerk and Recorder. A First Amendment to the Original Service Plan ("**First Amendment**") was approved by the City on February 14, 2022, the terms of which have been incorporated herein.

This Amended and Restated Service Plan shall supersede and replace the Original Service Plan and First Amendment in their entirety.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary

purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party may vary, the nature, timing, and extent of the procedures may vary as well.

Amended and Restated Service Plan or Service Plan: means this Amended and Restated Service Plan for the District approved by City Council, which replaces and supersedes the Original Service Plan and the First Amendment.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to an ARI Establishment Agreement or by one or more intergovernmental agreements between the District and the City establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means an Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the District and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means Sky Dance Metropolitan District No. 2, formerly known as BOWIP Metropolitan District No. 2.

District No. 1: means Sky Dance Metropolitan District No. 1, formerly known as BOWIP Metropolitan District No. 1.

Districts: means the District and District No. 1, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem

property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Mill Levy Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill

levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Project: means the development or property commonly referred to as High Point at DIA.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one hundred fifty-five (155) acres and the total area proposed to be included in the Inclusion Area Boundaries is one hundred fifty-one (151) acres nearby the Initial District Boundaries. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one-hundred fifty-one (151) acres of land developed as or to be developed as a mixed-use community including retail, commercial, office, industrial and residential uses. The current assessed valuation of the Service Area is $0.00 for

purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The day-time population of the District at build-out is estimated to be approximately two thousand six hundred (2,600) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection

facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not

consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Sections V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Fifty Million Dollars ($50,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts may enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the

provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Sections VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related

improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C above. Such limit is not subject to the Total Debt Issuance Limitation described below.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Twenty Million Dollars ($120,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such

portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges

as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy Five Thousand Dollars ($75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged by the City to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the Agreed Upon Procedures Engagement.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Amended and Restated Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

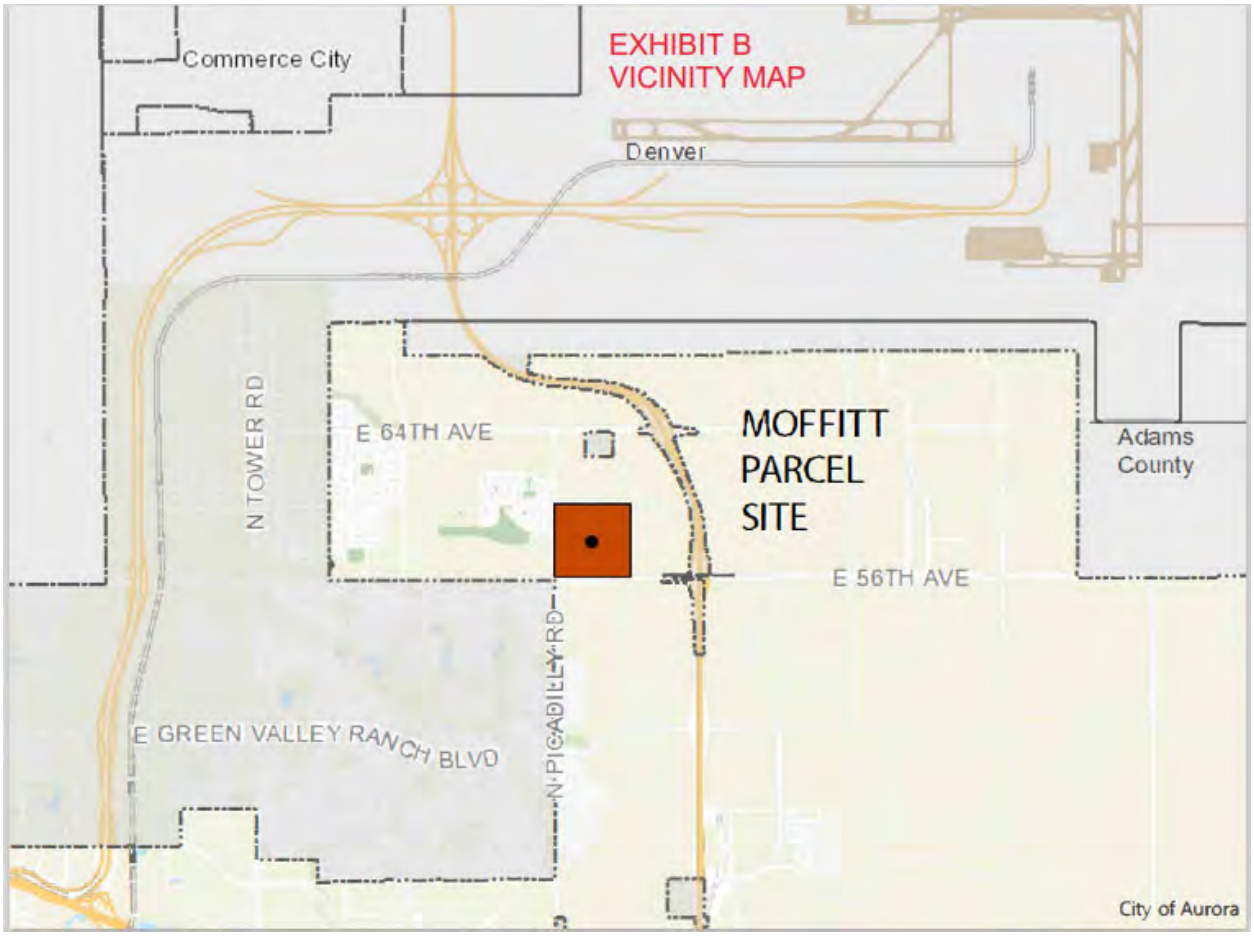
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
AURORA VICINITY MAP



Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT C-1

INITIAL DISTRICT BOUNDARY MAP

EXHIBIT C1
BOUNDARY MAP

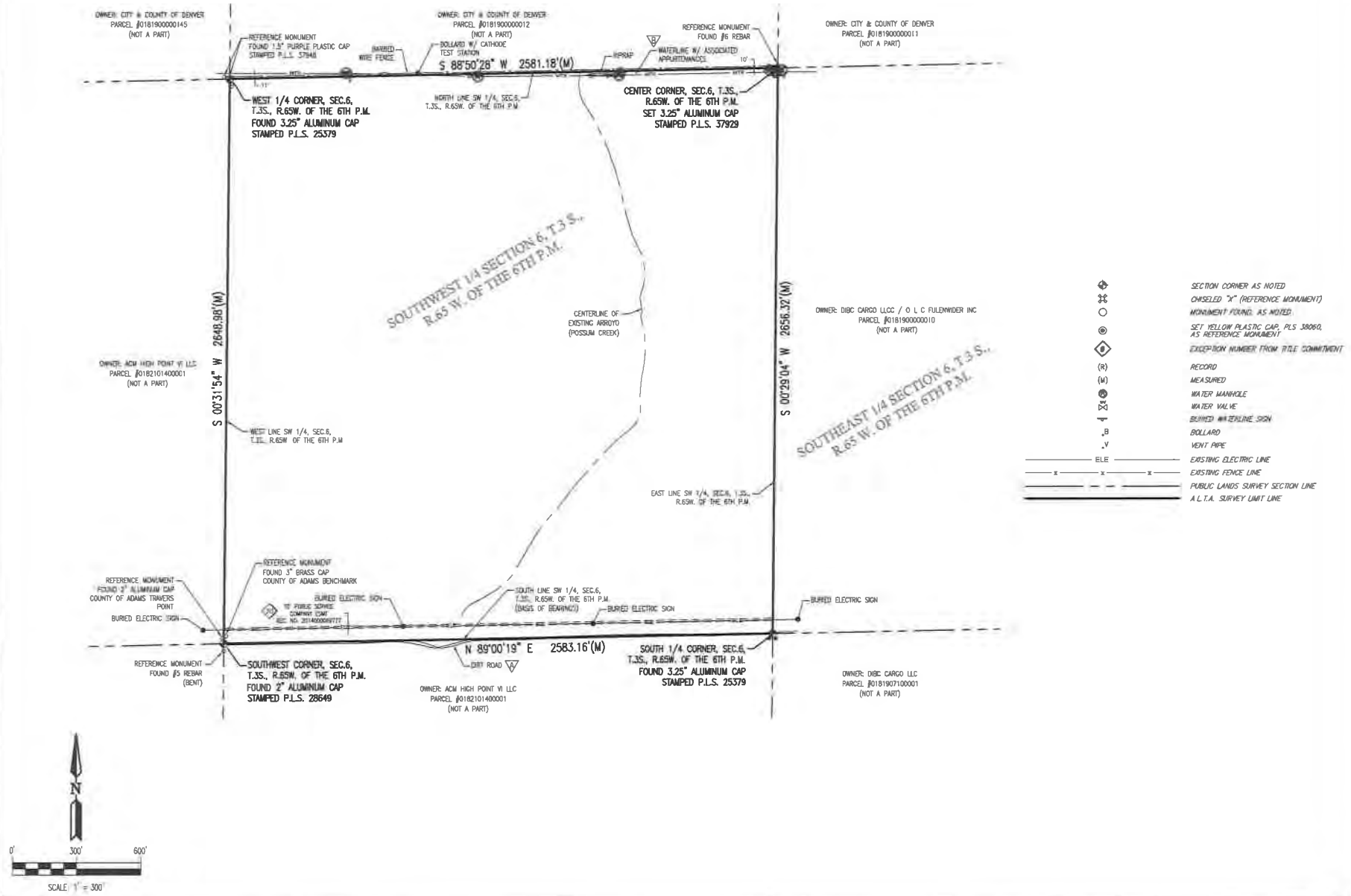
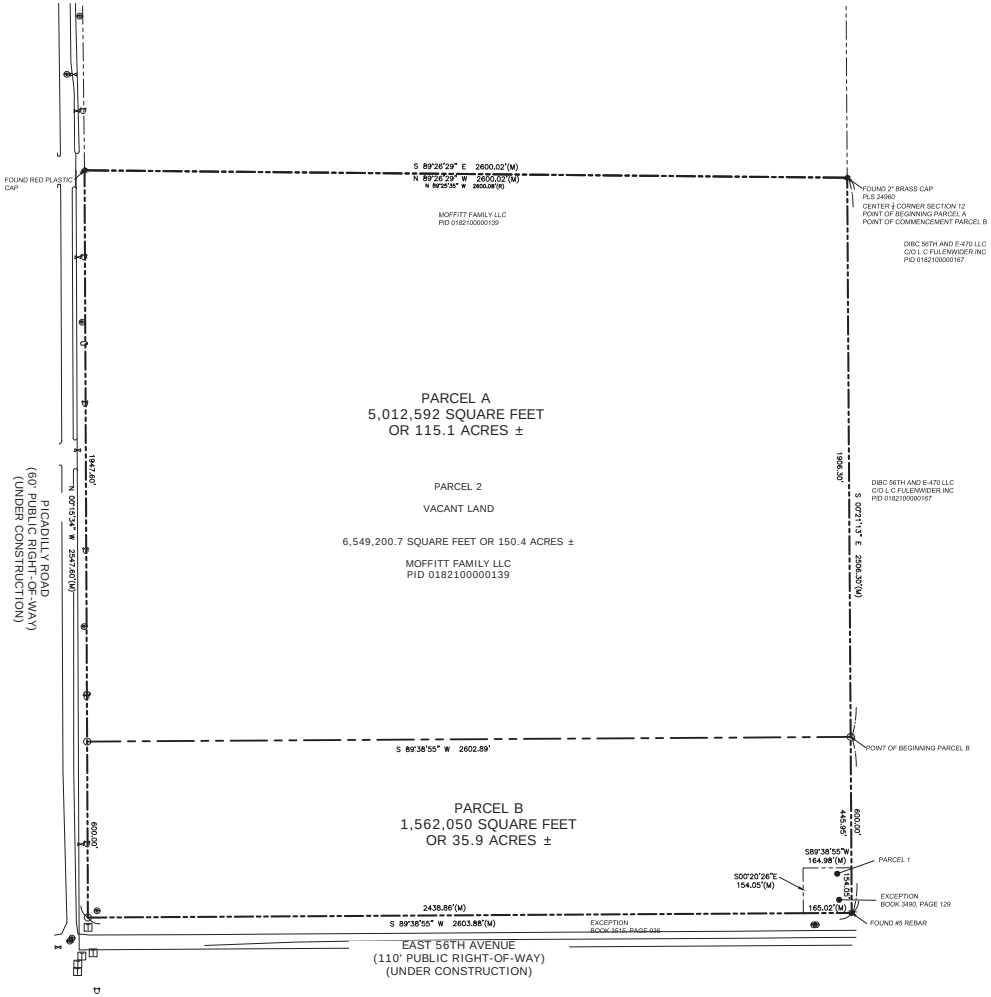


EXHIBIT C-2

Inclusion Area Boundary Map

Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
330.294.1077
www.amnational.net



SCALE: 1" = 200'

Sheet 2 of 2

Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
BOWIP METROPOLITAN DISTRICT NO. 2

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, ____, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("**City**"), and **BOWIP METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("**Agreement**").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(d) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(e) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be

subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(f) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
BOWIP Metropolitan District No. 2
c/o McGeady Becher PC
450 East 17th Ave, Suite 100
Denver, CO 80203
Attn: Megan Becher
Phone: (303)592-4380
Fax: (303)592-4385

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City 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 provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. **Severability**. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

BOWIP METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Bob LeGare, Mayor

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA, COLORADO
AND
SKY DANCE METROPOLITAN DISTRICT NO. 2
(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND SKY DANCE METROPOLITAN DISTRICT NO. 2 (f.k.a BOWIP Metropolitan District No. 2)** ("**Amendment**") is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the "**City**"), and **SKY DANCE METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (f.k.a. BOWIP Metropolitan District No. 2, the "**District**"). The City and the District are collectively referred to herein as the "**Parties**."

RECITALS:

A. The Parties entered into that certain Intergovernmental Agreement between the City and the District dated December 4, 2020 (the "**Original IGA**"), whereby the Parties entered into certain agreements relative to the District's rights and obligations under the District's Service Plan as originally approved by the City on November 18, 2019 (as amended pursuant to a First Amendment dated March 3, 2022, the "**Service Plan**").

B. Concurrent herewith, the City has approved an Amended and Restated Service Plan for the District dated _____, 2026 ("**Amended and Restated Service Plan**"), which sets forth certain modifications to the requirements relative to the ARI Mill Levy and ARI Mill Levy Agreement (both as defined in the Amended and Restated Service Plan.

C. In conjunction with the approval of the Amended and Restated Service Plan, the Parties have determined that it is appropriate to amend the Original IGA with this Amendment in order to acknowledge the modifications contained in the Amended and Restated Service Plan.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. All terms which are not defined herein shall have the same meaning as set forth in the Original IGA and the Amended and Restated Service Plan.

2. Amendment to Section 21.(c) of the IGA.

A. Section 21.(c) of the IGA is hereby deleted in its entirety, and substituted in lieu thereof shall be the following (revisions shown in **BOLD**):

"(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the **Amended and Restated** Service Plan by the City and neither Section VI.A nor VI.B of the **Amended and Restated** Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C of the Amended and Restated Service Plan. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII of the Service Plan."

The remainder of Section 21 of the Original IGA shall remain unchanged.

3. Except as expressly set forth in this Amendment, all provisions of the IGA remain unchanged and in full force and effect, valid and binding on the parties thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment is executed by the City and the Districts as of the date first above written.

SKY DANCE METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.075 0.15

City of Aurora, Colorado

Sky Dance Metropolitan District #2 and Inclusion Area

N W E S

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2794_SkyDanceMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Amend City Code Section 134-2(m) Pertaining to Updated State Law Requirements for Child Restraint Systems in Vehicles (Ordinance)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council approve to move forward to Regular Session?

LEGAL COMMENTS

City Charter Section 3-9 authorizes the City Council to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. (MacDonald)

The City Council, as governing body of the city, shall have the power to make ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. Aurora City Code §2-32 (MacDonald)

City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. *See,* Section 5-1 Aurora City Charter. (MacDonald)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

WHEREAS, on June 4, 2024, Governor Polis signed House Bill 24-1055 into law; and

WHEREAS, House Bill 24-1055 made certain changes to the legal requirements for child restraint systems in vehicles under C.R.S. § 42-4-236; and

WHEREAS, the intent of the updated legal requirements is to improve child passenger safety; and

WHEREAS, amending Section 134-2(m) of the Aurora City Code to align with the updated legal requirements under state law is in the best interests of the community, as it will improve the safety of child passengers in Aurora; and

WHEREAS, the Aurora Police Department requests an amendment to Section 134-2(m) of the Aurora City Code to align with the changes to state law:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City hereby amends Section 134-2(m) of the City Code to read as follows:

(m) Child restraint systems—Definitions—Exemptions. Section 236 of the Model Traffic Code is AMENDED to read as follows:

(1) As used in this section, unless the context otherwise requires:

(A) "Child care center" means a facility required to be licensed under the "Child Care Licensing Act", Article 6 of Title 26, C.R.S.

(B) "Child restraint system" means a specially designed seating system that is designed to protect, hold, or restrain a child in a motor vehicle in such a way as to prevent or minimize injury to the child in the event of a motor vehicle accident that is either permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a universal attachment system, and that meets the federal motor vehicle safety standards set forth in Section 49 CFR 571.213, as amended.

(C) "Motor vehicle" means a passenger car; a pickup truck; or a van, minivan, or sport utility vehicle with a gross vehicle weight rating of less than ten thousand pounds. "Motor vehicle" does not include motorcycles, low-power scooters, motorscooters, motorbicycles, motorized bicycles, and farm tractors and implements of husbandry designed primarily or exclusively for use in agricultural operations.

(D) "Safety belt" means a lap belt, a shoulder belt, or any other belt or combination of belts installed in a motor vehicle to restrain drivers and passengers, except any such belt that is physically a part of a child restraint system. "Safety belt" includes the anchorages, the buckles, and all other equipment directly related to the operation of safety belts. Proper use of safety belt means the shoulder belt, if present, crosses the shoulder and the chest and the lap belt crosses the hips, touching the thighs.

(E) "Seating position" means any motor vehicle interior space intended by the motor vehicle manufacturer to provide seating accommodation while the motor vehicle is in motion.

(2)(A)(i) Unless exempted pursuant to subsection (3) of this section and except as otherwise provided in ~~subparagraphs (ii) and (iii) of this paragraph (A)~~ SUBSECTIONS (2)(A)(ii), (2)(A)(iii), AND (2)(A)(iv) OF THIS SECTION, every child who is under ~~eight~~ NINE years of age and who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a child restraint system, according to the manufacturer's instructions.

(ii) If the child is less than ~~one year~~ TWO YEARS of age ~~and weighs less than 20 pounds~~, the child shall be properly restrained ~~in a rear-facing child restraint system~~ in a rear seat of the vehicle, IF A REAR SEAT IS AVAILABLE, AND:

(a) IN A REAR-FACING CHILD RESTRAINT SYSTEM IF THE CHILD WEIGHS UNDER FORTY POUNDS; OR

(b) IN A REAR-FACING OR FORWARD-FACING CHILD RESTRAINT SYSTEM IF THE CHILD WEIGHS FORTY POUNDS OR MORE.

(iii) If the child is ~~one year~~ TWO YEARS of age or older, but less than four years of age, and weighs ~~less than 40 pounds, but~~ at least 20 pounds, the child shall be properly restrained: ~~in a rear-facing or forward-facing child restraint system.~~

(a) IN A REAR-FACING OR FORWARD-FACING CHILD RESTRAINT SYSTEM; AND

(b) IN THE REAR SEAT OF A VEHICLE, IF A REAR SEAT IS AVAILABLE.

(iv) IF THE CHILD IS FOUR YEARS OF AGE OR OLDER, BUT LESS THAN NINE YEARS OF AGE, AND WEIGHS AT LEAST FORTY POUNDS, THE CHILD SHALL BE PROPERLY RESTRAINED:

(a) IN A CHILD RESTRAINT SYSTEM OR BOOSTER SEAT; AND

(b) IN THE REAR SEAT OF A VEHICLE, IF A REAR SEAT IS AVAILABLE.

(B) Unless excepted pursuant to subsection (3) of this section, every child who is at least ~~eight~~ NINE years of age but less than ~~16~~ EIGHTEEN years of age who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a safety belt or child restraint system according to the manufacturer's instructions.

(C) If a parent is in the motor vehicle, it is the responsibility of the parent to ensure that his or her child or children are provided with and that they properly use a child restraint system or safety belt system. If a parent is not in the motor vehicle, it is the responsibility of the driver transporting a child or children, subject to the requirements of this section, to ensure that such children are provided with and that they properly use a child restraint system or safety belt system.

(3) Except as provided in Section 42-2-105.5(4) C.R.S, subsection (2) of this section does not apply to a child who:

(A) Is less than ~~eight~~ NINE years of age and is being transported in a motor vehicle as a result of a medical or other life-threatening emergency and a child restraint system is not available;

(B) Is being transported in a commercial motor vehicle, as defined in section 42-2-402(4)(a), that is operated by a child care center;

(C) Is the driver of a motor vehicle and is subject to the safety belt requirements provided in section 42-4-237;

(D) Weighs more than 40 pounds and is being transported in a motor vehicle in which the rear seat of the vehicle was not equipped at the time of manufacture with combination lap and shoulder belts:

(E) Is being transported in a motor vehicle that is operated in the business of transporting persons for compensation or hire by or on behalf of a common carrier or a contract carrier as those terms are defined in section 40-10.1-101, C.R.S., or an operator of a luxury limousine service as defined in section 40-10.1-301, C.R.S.

(4) The division of highway safety may USE EXISTING NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION OCCUPANT PROTECTION GRANT FUNDS TO implement a program for public information and education concerning UPDATES TO CHILD RESTRAINT SYSTEM REQUIREMENTS, the use of child restraint systems and the provisions of this section.

(5) No person shall use a safety belt or child restraint system, whichever is applicable under the provisions of this section, for children under sixteen years of age in a motor vehicle unless it conforms to all applicable Federal Motor Vehicle Safety Standards.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3 Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald MP
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Ordinance
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

2026-14 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO 2.496 ACRES
Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LCC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 23, 2026.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LCC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an commercial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this ordinance is item #2 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the City Manager, determines that the current requirements for such public facilities in the area proposed to be annexed have been fulfilled and that the future requirements for such public facilities can be fulfilled." (*City Code Section 5.4.1(B)(3)(a)).*

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (Tapias Annexation) 2.496ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory located in the County of Adams, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2027.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this Ordinance, and that this Ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation Ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2026.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE **POINT OF BEGINNING**;

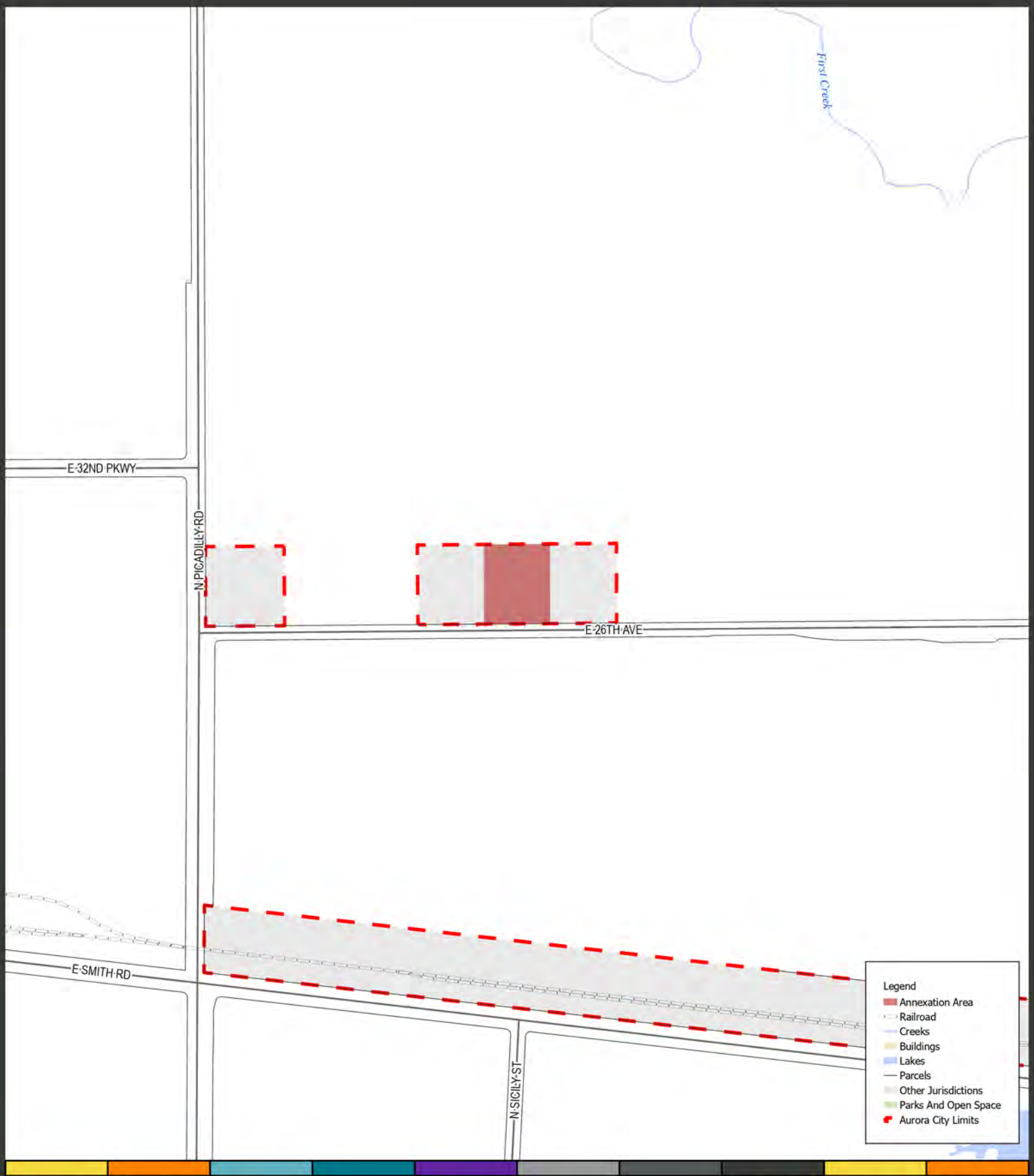
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE **POINT OF BEGINNING**, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

22201 E 26th Ave Annexation

N
W E
S

Miles
0 0.045 0.09

9/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

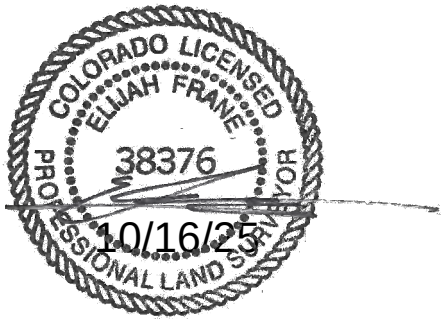
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.

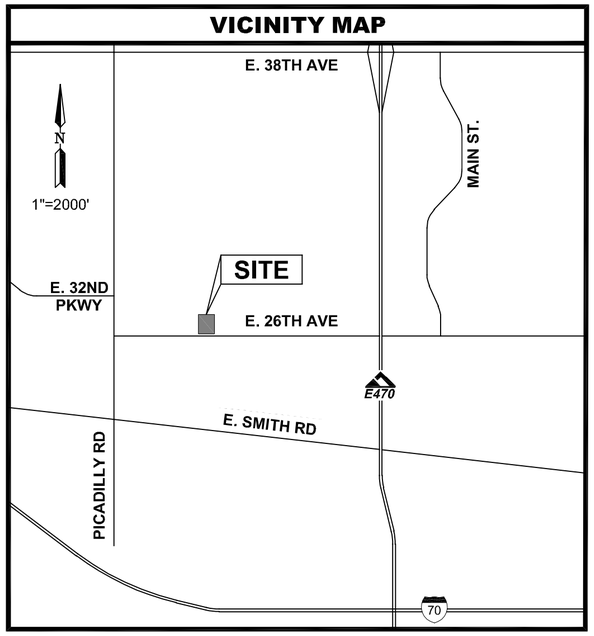
GENERAL NOTES

1. CONSIDERING THE SOUTH LINE TO HAVE AN ASSUMED BEARING OF S89°29'52"W AND MONUMENTED AS SHOWN HEREON.

   UNITS OF MEASUREMENT ARE US SURVEY FEET REFERENCED TO GROUND.

2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY 2N CIVIL, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.

VICINITY MAP



CONTIGUITY INFORMATION

1,325.4 FEET	--	TOTAL PERIMETER TO PRESENT AURORA CITY LIMITS
963.9 FEET	--	CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
108,748 SQ FT ±	--	TOTAL AREA
72.7%	--	PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM OF 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

COLORADO LICENSED ELIJAH FRANE 38376 PROFESSIONAL LAND SURVEYOR

10/16/25

ELIJAH FRANE, COLORADO PLS 38376
FOR AND ON BEHALF OF
ENCOMPASS SERVICES, LLC

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____ O'CLOCK _____.M., THIS _____ DAY OF _____, 20 _____ A.D.

INSTRUMENT NO. _____

CLERK AND RECORDER _____ DEPUTY _____

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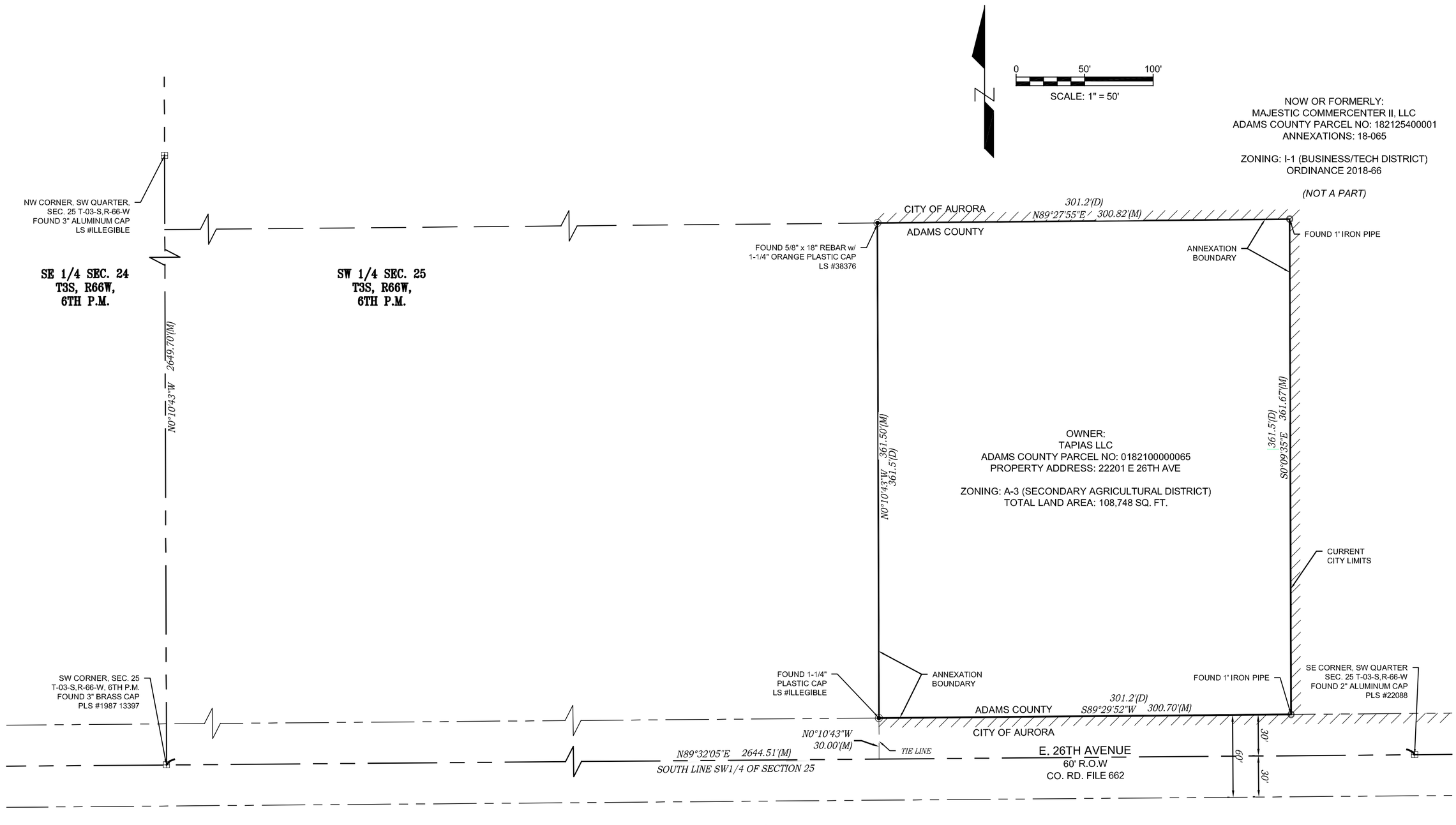
PREPARED FOR:
Tapias LLC
49652 E 6th Ave
Bennett, Colorado 80102

REVISED:	6/12/2025
ISSUED DATE:	5/15/2024
PROJECT NUMBER:	23010
SHEET 1 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- SUBJECT PROPERTY
- ADJOINER PROPERTY
- CITY OF AURORA LIMITS
- SECTION LINE
- ROAD RIGHT-OF-WAY
- FOUND REBAR AS STATED
- FOUND IRON PIPE
- FOUND SECTION MONUMENT
- (D) DEEDED
- (M) MEASURE

COLORADO LICENSED
ELIJAH FRANE
38376
PROFESSIONAL LAND SURVEYOR
10/16/25

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SHEET 2 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Zoning Map Amendment (Public Hearing)
Item Initiator: Ben Bravenec, Planner II, Planning and Business Development
Staff Source/Legal Source: Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Sr. Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

2026-15 A PUBLIC HEARING AND CONSIDERATION OF AN ORGINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, LOCATED AT 22201 E 26TH AVE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION. TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY
Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session
☐ Approve Item and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 3/11/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Planning and Zoning Commission held a public hearing to review the Zoning Map Amendment request at a regular meeting held on March 11, 2026. Following staff's presentation, the Commission voted to make recommendation of approval for the Zoning Map Amendment. A copy of the Planning Commission Meeting Minutes are attached for reference.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Tapias LLC, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Business/Tech District (I-1) for a parcel of land consisting of approximately 2.50 acres. The subject property is currently situated within unincorporated Adams County and is currently zoned Agriculture (A-3). The site is located east of N Picadilly Rd on the north side of E 26th Ave. The City of Aurora municipal boundary abuts the parcel to the north, south and east, with Business/Tech (I-1) zoning. The subject site and the surrounding areas are within the Industry Hub placetype, according to the Aurora Places Comprehensive Plan. The parcels to the north and east are undeveloped portions of the Majestic Commercenter Master Plan. South of E 26th Ave is a warehousing facility within the Aurora Commerce Center, and to the west is an Adam's County residence with outdoor storage.

This proposed initial zoning and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services. The existing use of agriculture is permitted within the proposed I-1 zone district. As pre-existing conditions, there may be non-conforming (not meeting UDO standards) structure and site improvements on the subject site. Upon annexation and zoning, use of the site and structures will be permitted following Section 146-5.5., Pre-Existing Development and Nonconformities.

The proposed Business/Tech (I-1) zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Industry Hub" placetype in the Aurora Places Comprehensive Plan.

Summary of Staff Findings for the review criteria:
Recommend approval of the Zoning Map Amendment to initially zone 2.5 acres to Business/Tech District (I-1) because the proposal complies with the requirements of Code Section 146-5.4.1.C of the Unified Development Ordinance, for the following reasons:

- Upon annexation into the city limits, the property must be initially zoned to establish use and development regulations for the property.
- Staff find that the process of annexation establishes a change in the circumstances of the property and;
- The proposed initial zoning is supported by Aurora Places as part of the "Industrial Hub" placetype and will contribute to the economic and fiscal success of the city.
- The potential size, scale and height of the proposed initial zoning to I-1 are compatible with the with the same surrounding I-1 zoning and parcels planned for business tech and industrial uses.
- The property will maintain the same owner, therefore there is no dislocation of tenants or occupants.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve an Ordinance for a Zoning Map Amendment to initially zone the Tapias LLC Annexation property to I-1 Business/Tech District.

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, MORE OR LESS, LOCATED AT 22201 E 26TH AVENUE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVENUE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY (TAPIAS LLC ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately 2.5 acres of land, more or less, generally located at 22201 E 26th Avenue, northeast of N Picadilly Road and E 26th Avenue, approximately 1,600 feet east of the intersection be zoned to Business/Tech District (I-1); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on March 11, 2026, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Business/Tech District (I-1) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY PETE SCHULTE

BY: Lena McClelland RLA
LENA MCCLELLAND, Sr. Assistant City Attorney



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Tapias LLC Annexation
Zoning Map Amendment

Miles 0 0.05 0.1

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Case Number: 2026-2001-00
Development Application: #2420-00

2/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2814_BB.aprx



Wangtastic Design Works LLC

22201 E 26TH AVE ZONING APPLICATION

PROJECT NARRATIVE

Applicant: Tapias LLC
Property Address: 22201 E 26th Ave, Aurora, CO 80019
Lot Size: 2.50 acres
Current Zoning (Adams County): A-3 Agricultural
Proposed Zoning (Aurora): I-1 Industrial

PURPOSE OF REQUEST
(UDO Sec. 5.4.3.B & Sec. 5.3.3.B – Statement of Purpose)

Tapias LLC respectfully requests annexation into the City of Aurora followed by initial zoning to I-1. Annexation and rezoning will support redevelopment of the property for a ±16,000 sq. ft. event venue intended for weddings, graduations, and similar gatherings.
The proposed zoning districts appropriately align with the intended use and are compatible with existing development patterns in the area.

CONSISTENCY WITH AURORA PLANS & POLICIES
(UDO Sec. 5.4.3.C – Consistency With Comprehensive Plan & Land Use Policies)

Aurora Places Comprehensive Plan
The property lies within the Industrial Hub Placetype, which encourages employment, commercial service, and light-industrial uses. Rezoning to I-1 is consistent with this established policy direction.

Surrounding Zoning & Compatibility
Adjacent properties are zoned I-1, and the proposed request is compatible with the surrounding industrial context, meeting the compatibility intent of UDO Sec. 5.4.3.C(1).

Orderly Growth
The annexation complies with Aurora's Three-Mile Plan and supports the principles of orderly growth and infrastructure planning outlined in UDO Sec. 5.4.3.C(2).

PUBLIC FACILITIES AND SERVICES
(UDO Sec. 5.4.3.C(3) – Adequate Facilities & Services)

Transportation & Access
Access from E. 26th Avenue will be coordinated with Aurora Public Works and Aurora Fire Rescue. If only a single access point is approved, the applicant will provide a fire apparatus turnaround or secondary emergency access per City and Fire Code requirements.

Utilities
The property will connect to City utilities upon annexation. Water, sewer, and related utilities will be coordinated with Aurora Water and utility providers, consistent with UDO Sec. 5.4.3.C(3)(b).

Drainage & Stormwater
Future development will comply with Aurora's stormwater and drainage design standards, in accordance with UDO Sec. 5.4.3.C(3)(a).

Public Safety
Aurora Fire Rescue and Aurora Police will serve the property upon annexation. The proposed use is not expected to create an undue burden on public safety services (UDO Sec. 5.4.3.C(3)(c)).

EXISTING & PROPOSED SITE CONDITIONS
(UDO Sec. 5.4.3.C(5) – Land Suitability)

Existing Improvements
- Single-family home
- Detached garage
- Outbuilding
- Horse stables (to be removed)

Proposed Development
The proposal includes constructing a ±16,000 sq. ft. event venue with associated parking, landscaping, and internal site circulation. Detailed design will occur through the rezoning and formal site plan review process.

ANNEXATION STANDARDS & COMMITMENTS
(UDO Sec. 5.4.3.C & Sec. 5.4.5 – Annexation Requirements)

Tapias LLC is committed to meeting all annexation and development requirements, including:
- Preparation of an annexation plat consistent with Colorado statutes (Sec. 5.4.5.A)
- Participation in infrastructure costs where applicable
- Coordination with Aurora Water, Public Works, utility providers, and school districts
- Providing all required information to support a complete application (Sec. 5.4.1 & Sec. 5.4.2)

The applicant also acknowledges the need for a pre-annexation agreement as required by UDO Sec. 5.4.5.B.

DEISY A FERNANDEZ RAMIREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144035956
MY COMMISSION EXPIRES SEPTEMBER 15, 2026

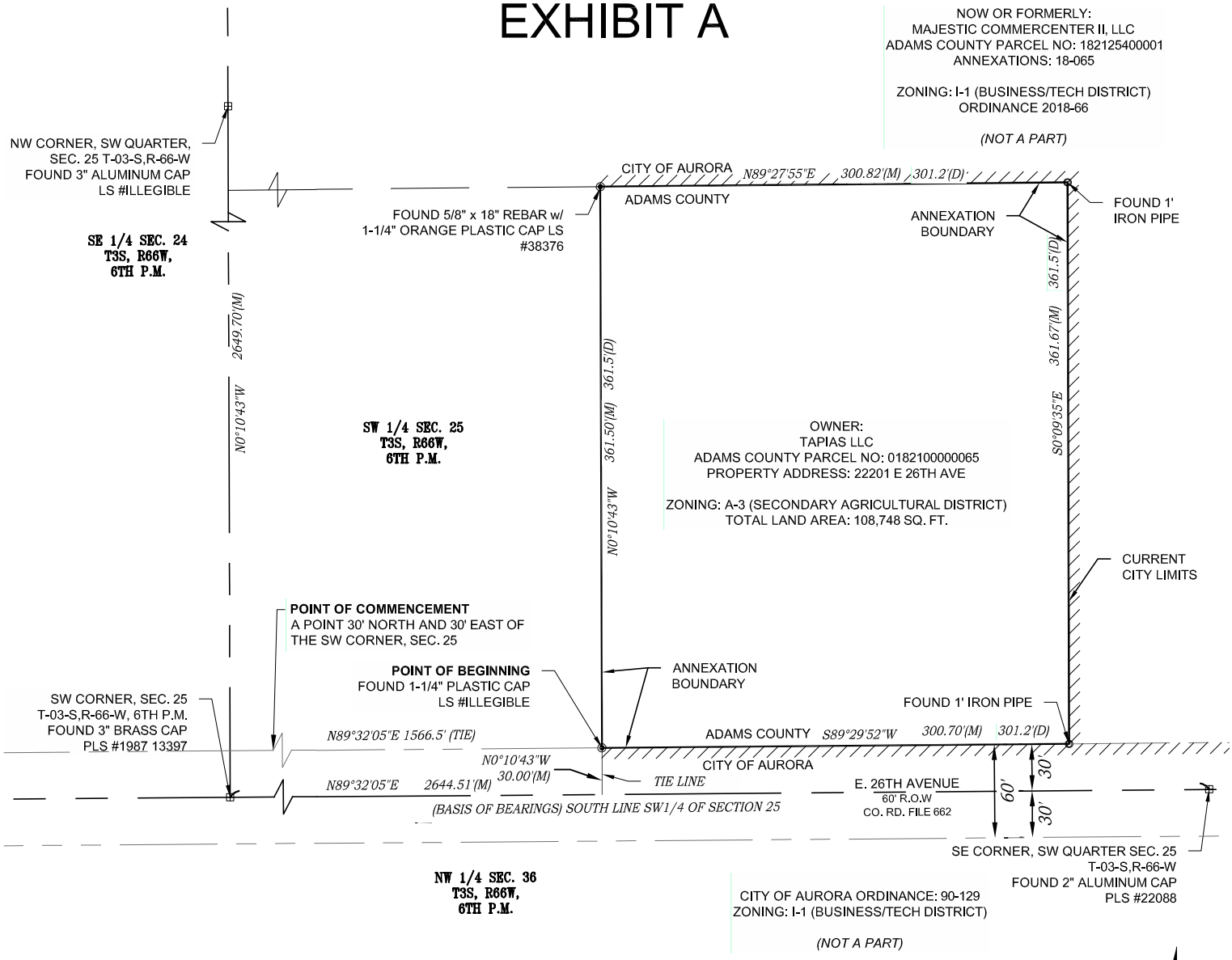
February 8, 2026
Applicant: Tapias LLC

Juan Tapia Ramos
Julian Tapia Ramos

State of CO County of ADAMS
Subscribed and sworn before me on 02/09/2026
(Julian Ramirez)
(Notary Signature)

EXHIBIT C

ILLUSTRATION FOR EXHIBIT A



OWNER:
TAPIAS LLC
49652 E 6TH AVE.
BENNETT, CO 80102

THE ABOVE DESCRIBED PARCEL CONTAINS 108,748 SQUARE FEET OR 2.496 ACRES MORE OR LESS.

A TRACT OF LAND RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2017000066407, SITUATED IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

Project Number: 23010
J:\Projects\23\23010\dwg\Annexation Map\Initial Zoning Map.dwg

2N Civil, LLC
6 Inverness Ct. E., Suite 125
Englewood, CO 80112
Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

EXHIBIT A
22201 E. 26TH AVE.

Drawn By: RCE
Checked By:
Revisions: 12-30-25

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.

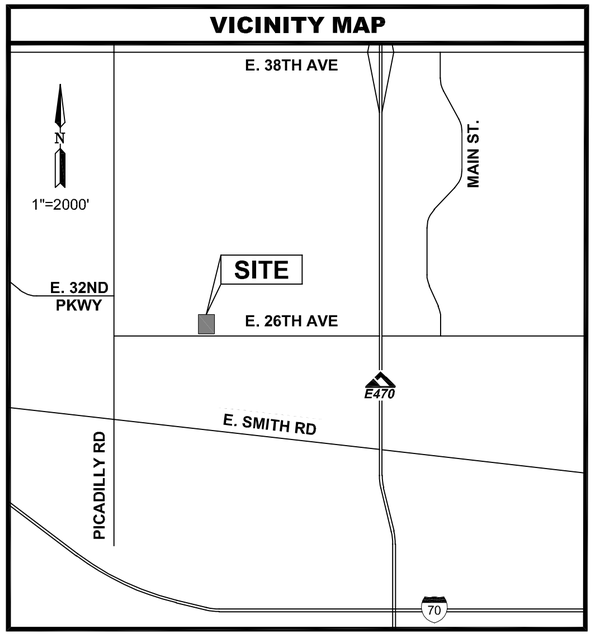
GENERAL NOTES

1. CONSIDERING THE SOUTH LINE TO HAVE AN ASSUMED BEARING OF S89°29'52"W AND MONUMENTED AS SHOWN HEREON.

   UNITS OF MEASUREMENT ARE US SURVEY FEET REFERENCED TO GROUND.

2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY 2N CIVIL, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.

VICINITY MAP



CONTIGUITY INFORMATION

1,325.4 FEET	--	TOTAL PERIMETER TO PRESENT AURORA CITY LIMITS
963.9 FEET	--	CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
108,748 SQ FT ±	--	TOTAL AREA
72.7%	--	PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM OF 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

COLORADO LICENSED ELIJAH FRANE 38376 PROFESSIONAL LAND SURVEYOR

10/16/25

ELIJAH FRANE, COLORADO PLS 38376
FOR AND ON BEHALF OF
ENCOMPASS SERVICES, LLC

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____ O'CLOCK _____.M., THIS _____ DAY OF _____, 20 _____ A.D.

INSTRUMENT NO. _____

CLERK AND RECORDER _____ DEPUTY _____

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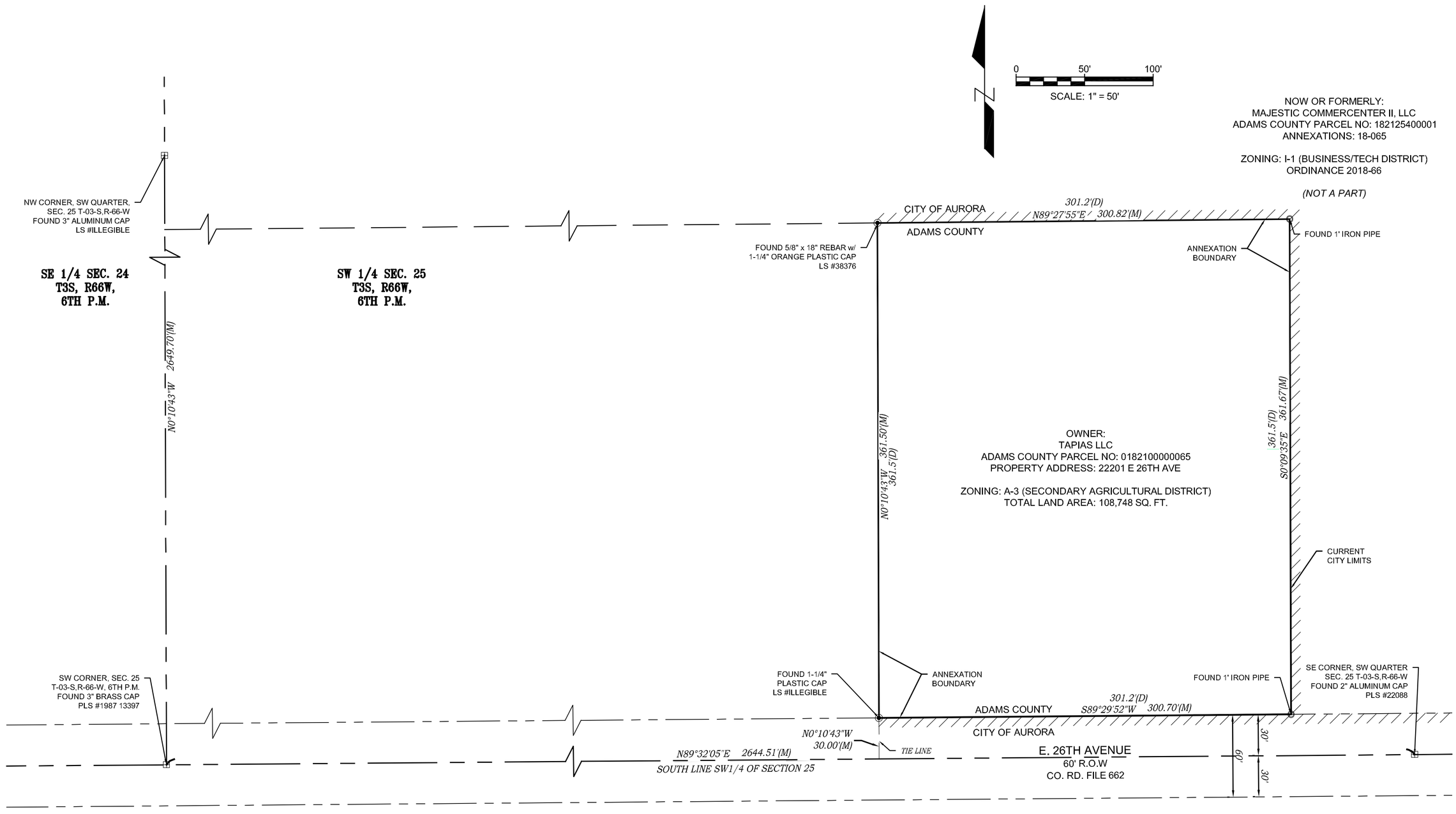
PREPARED FOR:
Tapias LLC
49652 E 6th Ave
Bennett, Colorado 80102

REVISED:	6/12/2025
ISSUED DATE:	5/15/2024
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SHEET 1 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- SUBJECT PROPERTY
- ADJOINER PROPERTY
- CITY OF AURORA LIMITS
- SECTION LINE
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- FOUND REBAR AS STATED
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- (D) DEEDED
- (M) MEASURE

COLORADO LICENSED
ELIJAH FRANE
38376
PROFESSIONAL LAND SURVEYOR
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J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

8c. TAPIAS LLC ANNEXATION – ZONING MAP AMENDMENT

Tapias LLC, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Business/Tech District (I-1) for a parcel of land consisting of approximately 2.50 acres. The subject property is currently situated within unincorporated Adams County and is currently zoned Agriculture (A-3). The site is located northeast of N Picadilly Road and E 26th Avenue. The City of Aurora municipal boundary abuts the parcel to the north, south and east, with Business/Tech (I-1) zoning. The subject site and the surrounding areas are within the Industry Hub placetype, according to the Aurora Places Comprehensive Plan. The parcels to the north and east are undeveloped portions of the Majestic Commercenter Master Plan. South of E 26th Avenue is a warehousing facility within the Aurora Commerce Center, and to the west is an Adam's County residence with outdoor storage.

This proposed initial zoning and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services. The existing use of agriculture is permitted within the proposed I-1 zone district. As pre-existing conditions, there may be non-conforming (not meeting Unified Development Ordinance, UDO, standards) structure and site improvements on the subject site. Upon annexation and zoning, use of the site and structures will be permitted following Section 146-5.5.of the UDO, Pre-Existing Development and Nonconformities.

The proposed I-1 zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Industry Hub" placetype in the Aurora Places Comprehensive Plan.

Four (4) adjacent property owners and six (6) registered associations were notified of the application. No comments were received during the review of the application; therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Ben Bravenec, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Riley commented that this proposal touches upon growth in Aurora in lieu of water issues. Commissioner Riley asked if water issues will be considered if this property is brought into the city.

B. Bravenec stated that any type of development on this parcel will be reviewed by Aurora Water. It was then noted that surrounding areas are master planned with the included infrastructure for water. B. Bravenec indicated that Aurora Water is not currently a referral partner for this zoning map amendment.

Commissioner Riley commented on future plans to widen Picadilly Road. It was then noted that the roadways in this area are not well maintained. It was asked if the applicant will be responsible for improving roadways in this area.

B. Bravenec responded that, with future development of this property, yes, that applicant will have to follow the Civil Departments comments for any public improvements needed.

Commissioner Hogan asked if the applicant is the master developer.

B. Bravenec responded no, they are not. The applicant is just the property owner for the small piece of property.

Commissioner Hogan then asked if this parcel falls under a master development plan.

B. Bravenec replied that this parcel does not fall under a master development plan. Areas to the north and south of 26th Avenue fall under a master development plan.

Commissioner Hogan then asked for confirmation that the applicant is voluntarily and willingly annexing this property.

Brandon Cammarata, Planning Manager, responded that the decision before the commission is a zoning map amendment but staff are happy to address questions related to the annexation which would be brough to City Council. B. Cammarata then confirmed that this is a voluntary petition to be part of the City of Aurora.

Alan Li, Wangtastic Design, agent representing the applicant, was available for questions.

Rob Gonzales, resident, provided public comment on the item. R. Gonzales indicated being a direct neighbor of this parcel. R. Gonzales also noted being a realtor by profession. Speaking on behalf of fellow neighbors, R. Gonzales stressed that there is strong support for this proposal to annex into the City of Aurora and zone to I-1.

Planning Commission Results

AGENDA ITEM 8c – ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER RILEY.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT TO INITIALLY ZONE 2.5 ACRES TO BUSINESS/TECH DISTRICT (I-1) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. UPON ANNEXATION INTO THE CITY LIMITS, THE PROPERTY MUST BE INITIALLY ZONED TO ESTABLISH USE AND DEVELOPMENT REGULATIONS FOR THE PROPERTY.
2. STAFF FIND THAT THE PROCESS OF ANNEXATION ESTABLISHES A CHANGE IN THE CIRCUMSTANCES OF THE PROPERTY AND;
3. THE PROPOSED INITIAL ZONING IS SUPPORTED BY AURORA PLACES AS PART OF THE “INDUSTRIAL HUB” PLACETYPE AND WILL CONTRIBUTE TO THE ECONOMIC AND FISCAL SUCCESS OF THE CITY.
4. THE POTENTIAL SIZE, SCALE AND HEIGHT OF THE PROPOSED INITIAL ZONING TO I-1 ARE COMPATIBLE WITH THE WITH THE SAME SURROUNDING I-1 ZONING AND PARCELS PLANNED FOR BUSINESS TECH AND INDUSTRIAL USES.
5. THE PROPERTY WILL MAINTAIN THE SAME OWNER, THEREFORE THERE IS NO DISLOCATION OF TENANTS OR OCCUPANTS.

Further Discussion:
Chairman Walls thanked the member of the public who provided commentary on this item. Chairman Walls noted that this testimony helped in understanding the neighborhood perspective of parcels that are not part of the master plan. It was stated that this clarified what the intent of this small neighborhood is. Chairman Walls stated support for the proposal.

Commissioner Riley reiterated support for the proposal. Commissioner Riley then stated it would be ideal to see the area improved by development that benefits the community.

MOTION PASSED UNANIMOUSLY

City Council

Planning and Business Development

Project No: DA-2428-00

Aurora City Council

April 6, 2026

Tapias LLC Annexation – Zoning Map Amendment

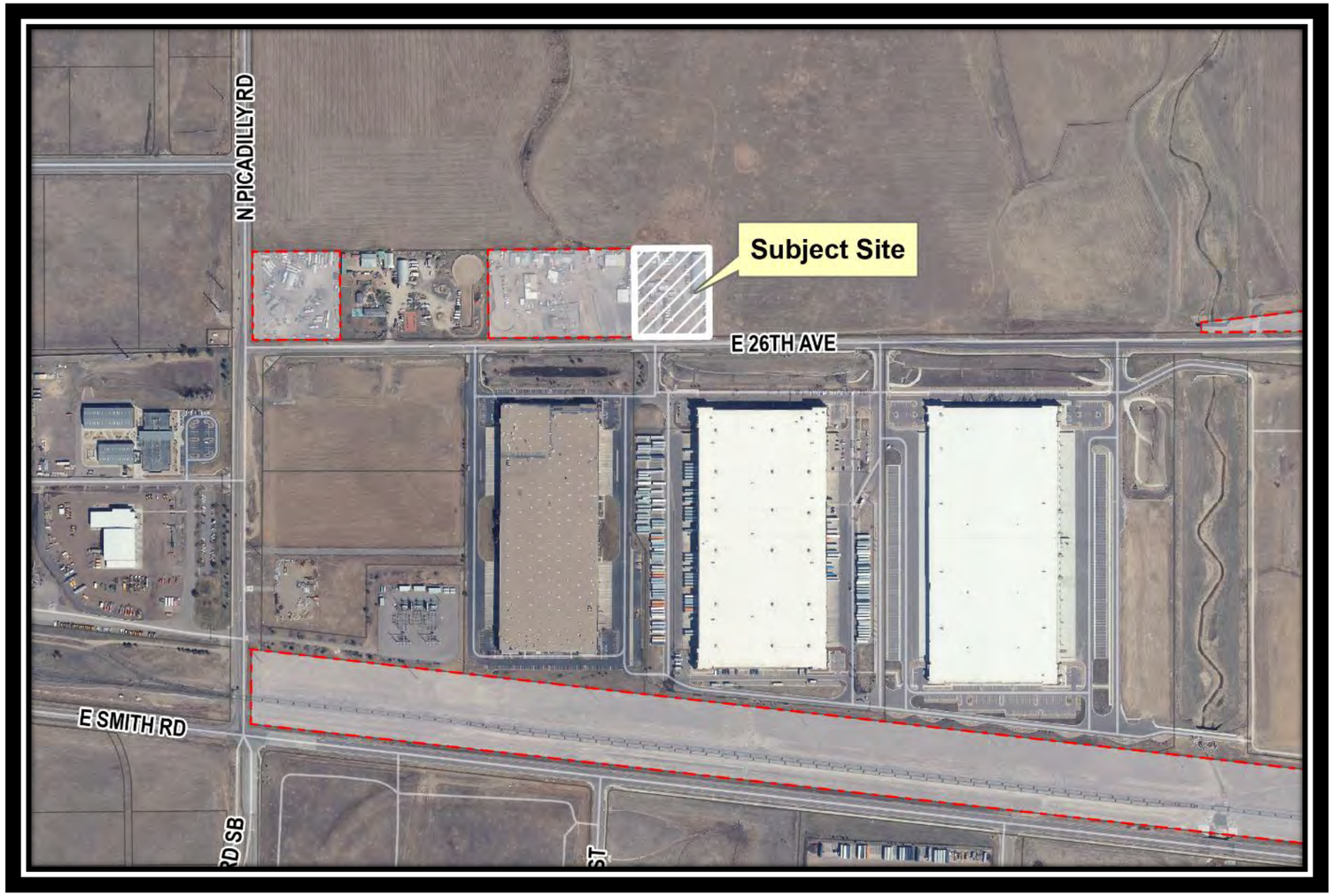
Request

Request:

- Zoning Map Amendment to initially zone 2.5 acres to I-1 (Business/Tech) Zone District.

Definition:

- A Zoning Map Amendment is a process that involves the rezoning of one or more properties at the request of the property owner. Its purpose is to align land use needs within the community while accommodating development interests.
- The proposed change should be consistent with the community's overall objectives and the policies detailed in its comprehensive plan.



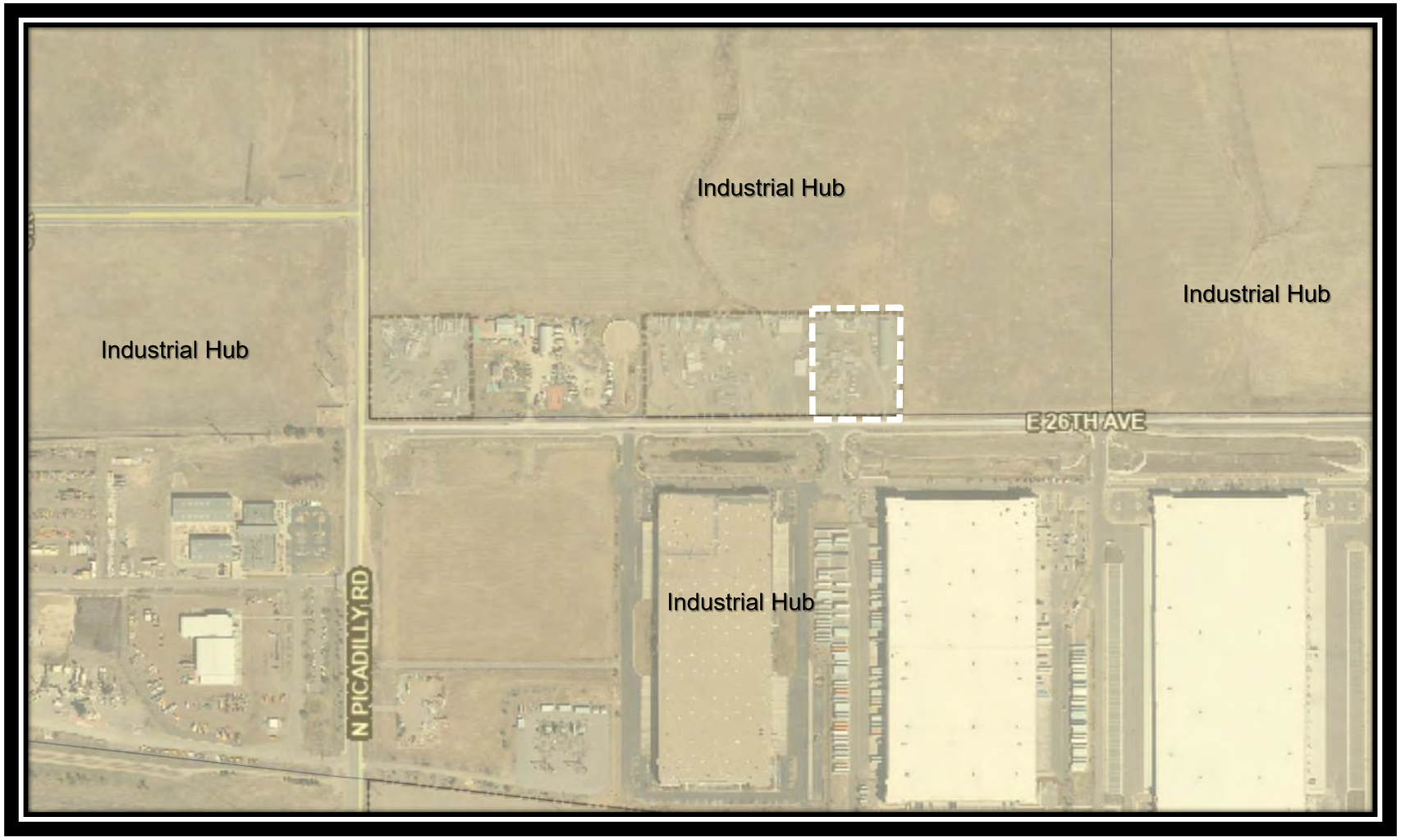
Vicinity Map



ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP

Rezoning criteria are found in City Code Section 146-5.4.1.C.3.a and are summarized as follows:

1) The change to the Zoning Map is needed to correct an error; or
2) The change is required because of changed conditions or circumstances and:

a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council;

b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development; and

c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits.

ZONING MAP AMENDMENT APPROVAL CRITERIA

Staff finds that this Zoning Map Amendment complies with the code criteria for approval for the following reasons:

- *The proposed initial zoning is supported by Aurora Places as part of the "Industrial Hub" placetype and will contribute to the economic and fiscal success of the city.*
- *The potential size, scale and height of the proposed initial zoning to I-1 are compatible with the with the same surrounding I-1 zoning and parcels planned for business tech and industrial uses.*
- *The property will maintain the same owner, therefore there is no dislocation of tenants or occupants.*

STAFF FINDINGS

CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Agreement
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/20/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LLC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 23, 2026.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LLC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an commercial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this agreement is item #3 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

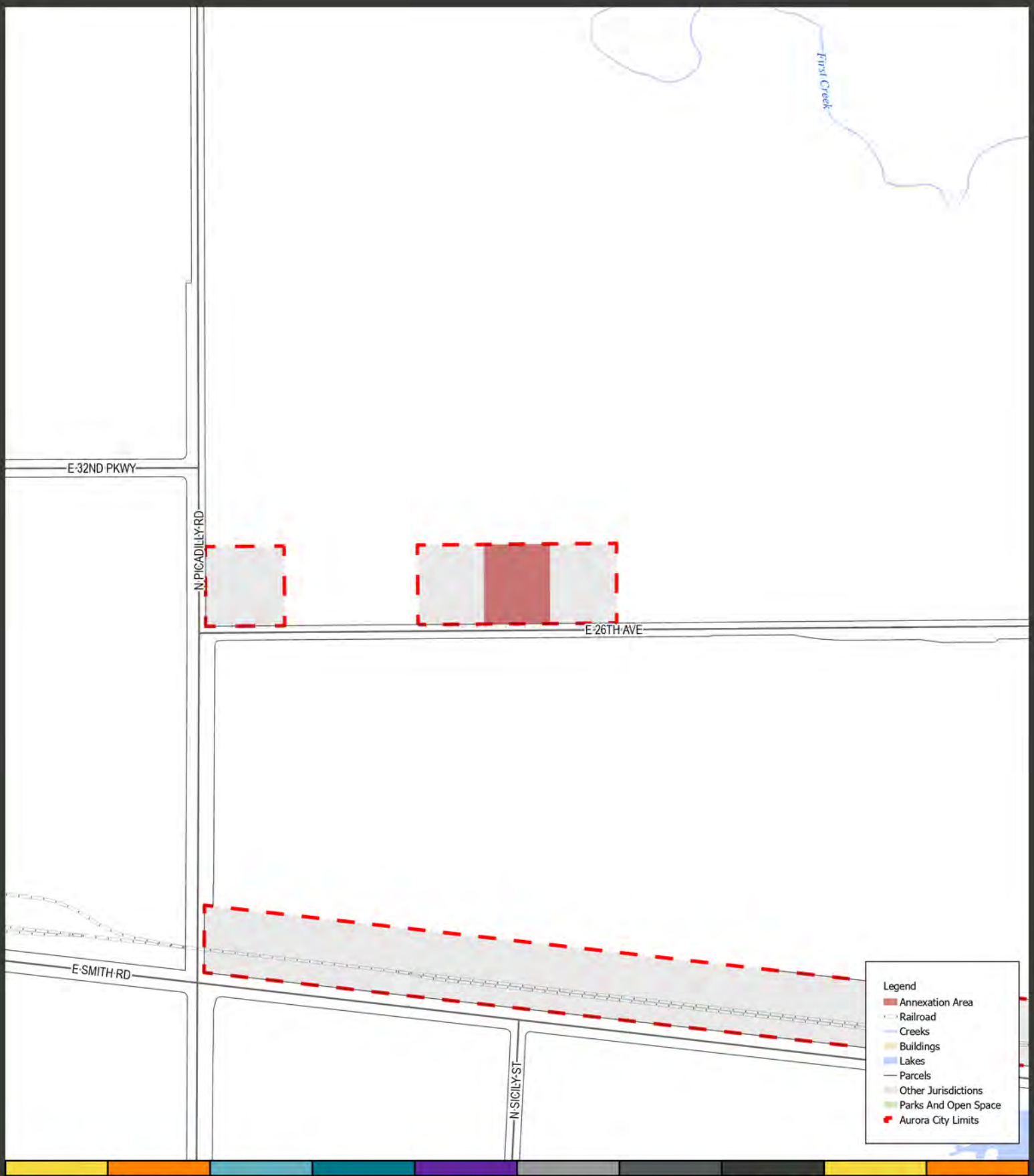
N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Annexation Agreement?

LEGAL COMMENTS

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). This Annexation Agreement memorializes those conditions. The agreement is based upon the City's model agreement, except as noted above. (Rulla)



Planning and Business Development

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Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

22201 E 26th Ave Annexation

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S

Miles
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9/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

ANNEXATION AGREEMENT

This Agreement ("Agreement") made and entered into this day of July 8, 2025 2025, by and between Tapias LLC, a Colorado limited liability company ("Annexor") and the City of Aurora, a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the "City").

RECITALS

Annexor is the owner of the property described in Exhibit "A," attached hereto (the "Property") and has filed a petition to annex said property to the City.

In consideration of the foregoing premise and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

1. DEFINITIONS

1.1 "Annexor" shall mean and refer to Annexor, and its heirs, successors, assigns, and designees.

1.2 "Approvals" shall mean any ordinances, resolutions and/or other written instruments as may be required to effect approval of the annexation, this Agreement and any related zoning approvals in a form that is substantially consistent with the applications Petitioner submits in connection with the Petition.

1.3 "Capital Impact Fee" shall mean the City's fee established by City Council that shall be levied and assessed on a per-unit basis (residential uses) as a condition of issuance of a building permit for the purpose of defraying the projected impacts on capital facilities of the City caused by proposed development.

1.4 "City" shall mean the City of Aurora, Colorado.

1.5 "City Code" shall mean the City Code of the City of Aurora, Colorado.

1.6 "City Council" shall mean and refer to the City Council of the City.

1.7 "City Specifications" shall mean and refer to all rules, regulations, and standards however adopted by the City including but not limited to the City Storm Drainage and Technical Criteria Manual, The Aurora Water Standard Specifications Regarding Water, Sanitary Sewer, and Storm Drainage Infrastructure, City Rules and Regulations regarding Stormwater Discharges Associated with Construction

Activities as context requires and as each of the foregoing may be amended from time to time.

1.8 "Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage ways, or storm drainage areas.

1.9 "Drainage Master Plan" shall mean the overall plan developed by the General Manager of the Water Department, City Engineer, or their respective designees, that addresses various matters relating to storm drainage within the City, including the identification of drainage and flooding problems, the compilation of base data related to rainfall and runoff, proposals for controlling storm water flows, and cost control measures regarding the construction, operation and maintenance of drainage facilities.

1.10 *"Freeboard"* shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

1.11 "Legal Challenge" shall mean either any third party commences any legal proceeding or other action that directly or indirectly challenges the City's annexation of the Property or the City's granting of the Approvals; or any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

1.12 "Major Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code, City's Drainage Master Plans and City Specifications.

1.13 "Minor Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code and City Specifications.

1.14 "Park Development Fee" shall mean the City's fee established by City Council, payable at the time of building permit issuance, that the City charges to offset the costs to the City of improvements to public park lands that are required to address the impacts to such parks from development on the Property.

1.15 "Petition" shall mean the Petition for Annexation that Annexor executed and submitted to the City on [,]20 .

1.16 "Property" shall mean the real property described in Exhibit A, attached hereto and incorporated herein by reference.

1.17 "Regional Drainage Facility" shall mean those drainage facilities defined as "regional facilities" in Section 138-361 of the City Code and identified in City Master Plans.

1.18 "Regional Water and Sewer Infrastructure" shall mean infrastructure that provides service to multiple developments as further defined in City Code and identified in City Master Plans.

1.19 "Sewer Collection Lines" shall mean the sewer collection lines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.20 "Sewer Interceptor Development Fee" shall mean the City's fees established by City Council that the City charges for extension by the City of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the Property.

1.21 "Sewer Interceptor Lines" shall mean and refer to sewer lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.22 "Siren Fee" shall mean the City's established by City Council, payable at the time of subdivision platting, that the City charges for providing public safety warning sirens to serve the Property.

1.23 "Storm Drainage Development Fee" shall mean the City's fee established by City Council that is levied and assessed upon each vacant and undeveloped lot and parcel of land within the City for the purpose of funding the construction and installation of Regional Drainage Facilities in accordance with the Drainage Master Plan and Stormwater Capital Improvement Plan.

1.24 "Streets" shall mean and refer to local, residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.

1.25 "Water Distribution Lines" shall mean the waterlines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.26 "Water Transmission Lines" shall mean and refer to water lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.27 "UDO" shall mean and refer to the Unified Development Ordinance adopted by City Council as may be amended from time to time.

2. STREETS

2.1 Annexor shall dedicate free and clear of all liens and encumbrances of any kind, all rights of way for public streets for the full width thereof, as required by the City. Annexor shall design and fully improve to City standards all public streets within the Property, and one half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the City. Such dedication of streets shall occur at the time of City approval of each subdivision plat within the Property; however, Annexor agrees to dedicate such rights of way at an earlier time when determined by the City to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve Annexor of its obligation to improve streets as provided herein.

2.2 Annexor agrees to convey to the City an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three-feet (3') of distance. Said easement shall be released to Annexor at such time as the adjacent property is filled and maintained at grade.

2.3 Annexor agrees to include the Property in districts or other mechanisms established by the City for improvement of roadways.

2.4 Annexor will pay or escrow the proportional share of the traffic signalization cost of perimeter and internal streets necessitated by the associated development as determined by an approved traffic impact analysis or by the City traffic engineer at such time as is required by City Code.

3. WATER AND SEWER

3.1 Annexor shall be responsible for design and construction of all Water Distribution Lines, Sewer Collection Lines, pump stations, lift stations and all associated appurtenances required to serve their Property.

3.2 The Annexor will be required to install and dedicate to the City regional infrastructure including Water Transmission Lines, Water Pump Stations, Sewer Interceptor Lines, Sewer Pump Stations, and all ancillary facilities required to serve the Property in accordance with the most recent respective City Specifications and citywide utility master plan. Annexor agrees to dedicate to the City all necessary unobstructed utility easements needed to operate and maintain water and sanitary sewer infrastructure to serve the Property, or for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of utility infrastructure where required by the City. Annexor agrees to develop and provide to the City for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe collection facilities, distribution facilities, ancillary facilities and all

appurtenances required to serve the development as well as regional infrastructure required by City Master Plans. Regional infrastructure alignments shall be based on quarter section or planned rights-of-way as identified in the latest City transportation master plan.

3.3 Subject to Section 3.4 herein, the City shall provide offsite water and sewer service infrastructure to the Property after notification of need by Annexor as required for development of the Property but not before the timing identified in the most recent respective water or wastewater master plan. In the event Annexor desires to complete the development of any portion of the annexed lands prior to City's installation of offsite infrastructure and where the offsite infrastructure is Regional as defined by City Code, the Annexor may enter into a separate agreement whereby the City may reimburse Annexor for a portion of design and construction of said improvements.

3.4 Annexor agrees to pay to City all applicable fees per the most recent published fee schedule and timing established therein. The fee amount shall be that in effect at the time of payment. Nothing in this document limits the City from charging all necessary and appropriate fees. Annexor shall be responsible for all necessary and appropriate fees regardless of whether they are specifically mentioned herein.

3.5 There shall be no duty or obligation upon the City to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of City, sufficient acreage has been annexed and fees paid for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The City's obligation to provide water is subject to any water restrictions and rate modifications that the City Council enacts under its general police power including, but not limited to, drought management plans and regulations adopted by the City Council and/or the General Manager of the Water Department pursuant to City Code.

3.6 Notwithstanding the fees provided in this Article III, if provision of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, Annexor shall provide such funds as and when required by such service agency.

3.7 Annexor will pay connection fees as are required by the City at the time identified in the most recently published fee schedule. Annexor agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the City, and are uniformly applied subject to any other general restrictions of the City, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.8 Accompanying the Petition for Annexation, Annexor shall deliver to City copies of special warranty deed(s) for the non-tributary and not non-tributary water within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath Annexor's Property, along with an affidavit(s) by Annexor that the original fully executed deeds conveying ownership, right and title to the ground water will be delivered to the City prior to scheduling of the final reading and approval of the annexation by City Council. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor or previous owners had not divested any ownership, right or title to the subject non-tributary and not non-tributary ground water prior to its conveyance to the City-. The special warranty deed shall be substantially in the form of the sample deed attached hereto and shall be held in escrow until the annexation is approved by City Council.

3.9 Annexor grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. Annexor irrevocably consents in perpetuity, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or as later amended, to the withdrawal, appropriation, and use by the City of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

3.10 Annexor agrees that if it does not have the sole and exclusive right to any or all of the non-tributary and not non-tributary water that lies beneath the Property and for this reason or for other reasons, cannot comply with the requirements set forth in paragraphs 3.8 and 3.9, above, Annexor must satisfy the following requirements:

3.10.1 Accompanying the Petition for Annexation, Annexor must deliver to the City an affidavit by the Annexor stating the Annexor's current knowledge of the ownership of the non-tributary and not non-tributary ground water underlying the Property that cannot be conveyed to the City; and

3.10.2. Prior to the scheduling of the City Council meeting for final reading and approval of the annexation ordinance, Annexor shall deliver the following to the City:

3.10.2.1. A report containing the following information to be prepared by a person skilled in the knowledge of water rights: 1) the amount of ground water underlying the Property available for appropriation using parameters and information developed by the State Engineer, as well as more site specific information, if available; 2) the amount of ground water underlying the Property that was appropriated prior to July 6, 1973; 3) a description of any decreed rights to ground water underlying the Property and 4) any other information relevant to the use and ownership of the ground water underlying the Property; and

3.10.2.2. The monetary value of the ground water underlying the Property that is the value shall be determined based on the amount of ground water underlying the Property as determined in the report prepared pursuant to subparagraph 3.10.2.1., above, and the ground water values as determined by the Water Department; and

3.10.2.3 A special warranty deed satisfying the requirements of section 3.8 and 3.9 for the ground water rights that lies beneath the Property and can be conveyed from the annexor to the City.

3.11. The General Manager of the Water Department shall make a determination if Annexor has satisfied the requirements set forth in paragraphs 3.6 through 3.10., above, and in his/her sole discretion may modify the requirements if justified by special circumstances.

3.12. The drilling of water wells upon the Property shall not be commenced or undertaken without the prior written approval of the Aurora Water General Manager. To the extent that the City wishes to drill wells on the Property, the City agrees the location of such wells shall not affect materially the development plan. Annexor agrees to convey necessary easements to City for wells.

4. STORM DRAINAGE

4.1 Annexor shall be responsible for design and construction of all major, minor and regional stormwater infrastructure required by City Code, City master plans, and City Specifications.

4.2 Annexor shall pay the fees required by the most recently published fee schedule and at the timing identified therein.

4.2 In the event Annexor desires to complete the development of any portion of the annexed lands prior to completion of applicable Regional Drainage Facilities by the City, Annexor may make those improvements at its own expense. At its option, and subject to a separate agreement, the City may agree to reimburse Annexor at a future date for Annexor's cost, or a portion thereof, for construction of said improvements.

4.3 Annexor shall be responsible for the design and construction of Major and Minor Drainage Facilities as identified in the corresponding Major Basin Master Drainage Study, Outfall Systems Plan, and/or Local Master Drainage Study.

4.4 It shall be the responsibility of Annexor, at its sole expense, to provide adequate drainage, control, and conveyance of storm water as described in Section 138-366 of the City Code. Annexor shall dedicate all land within the 100-year floodplain plus the additional area needed to provide conveyance of runoff including freeboard as

defined in Section 138-366 of the City Code and/or the high-functioning/low maintenance channel width as identified by Mile High Flood District, whichever is greater, at the time of platting of any property located adjacent to the floodplain.

4.5 Annexor agrees to dedicate to the City all necessary unobstructed drainage easements as required by the City for private stormwater infrastructure and for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of regional utility infrastructure where required by the City.

5. CROSSINGS

5.1 The parties mutually agree that whenever it is found and determined by the City that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, the City shall specify design criteria, and Annexor shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with City standards.

5.2 If a crossing is required on the exterior boundary of the Property, Annexor shall be responsible for its proportionate share of the construction cost as determined by the City.

6. PUBLIC LAND DEDICATION

6.1 Annexor agrees to dedicate land to the City to be used for public purposes, or pay cash-in-lieu of land if required by the City. The dedication of public land intended for parks and open space purposes shall comply with the requirements of the City Code as may be subsequently amended by the City Council. Land dedicated for public uses other than parks and open spaces shall equal one percent (1%) of residentially-zoned property and two percent (2%) of the property zoned non-residential. Dedication of public land for parks and open space purposes shall occur, by subdivision plat or separate document at the discretion of the City, at time of first subdivision plat within the Property or in accordance with timing/phasing requirements specified in a planning document for the Property approved by the City. All dedicated lands shall be platted by Annexor at the time of dedication in accordance with the City's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

6.2 In the event Annexor dedicates land within the Property pursuant to Section 6.1, Annexor shall meet all the standards for acceptance by the City as enumerated herein. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the City by general warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and

clear of other restrictions, reservations, exceptions, covenants, easements, rights-of-way, severed mineral interests and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which the City had no reasonable objection in light of the intended use of the site, at no monetary cost to the City. Said land shall have zoning to permit the intended use.

6.3 In the event the City requires cash-in-lieu of land dedication pursuant to Section 6.1, Annexor shall pay money to the City in an amount equal to the fair market value of the land required for parks and open spaces. Said fair market value shall be based on the amount of land as if vacant, zoned for the intended use(s) and with public improvements, including but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk, available to the perimeter of the property being valued.

6.4 Promptly upon applying for any subdivision plat within the Property, the approval of which will trigger any cash-in-lieu of land dedication payment, Annexor shall notify the City and commence negotiations to agree upon the amount of said payment. If available, Annexor- shall submit to the City a copy of an appraisal from a certified general appraiser on the subject land current within six months of the date of submittal. If the parties cannot agree upon the amount of any cash-in-lieu payment required by this Agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by Annexor and half by the City. The amount shall be the average of the two appraisal amounts (out of three appraisals) that are closest to one another in value. Until the amount is established as provided in this Section 6.4, the City shall not approve the plat that triggers the cash-in-lieu payment at issue to proceed to final approval. The City agrees to respond with reasonable promptness in all matters regarding determination under this Section 6.4 so as to minimize the platting delay, if any, to Annexor.

6.5 Annexor agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the City may require additional land dedications or cash-in-lieu of land dedication at the time of subdivision platting.

6.6 To the extent the described Property is to be zoned residential, Annexor shall dedicate land for public schools as required by City Code Section 147-48. All land dedication or cash-in-lieu of land dedication for schools shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code.

6.7 Annexor agrees that lands to be dedicated for parks and open spaces and public purposes shall include all site and public improvements including, but not limited to

water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk. Annexor shall install such improvements when determined by the City to be necessary. (Alternatively, if determined by the City at the time of conveyance that the improvements are not needed at that time, then Annexor shall enter into a separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by Annexor in any manner to disrupt the natural landscape, unless first approved by the City. Annexor agrees that all lands donated to the City shall not be used as a borrow pit or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the floodplain disturbed due to storm drainage improvements, must be successfully planted or seeded by Annexor with native grasses acceptable to City to prevent erosion.

6.8 Annexor agrees to pay to City the Park Development Fee.

7. OIL AND GAS

7.1 Annexor agrees to comply with all City Code sections, rules, regulations, policies, procedures and standards related to any and all oil and gas infrastructure including but not limited to existing or future wells, pads sites, capped or abandoned wells, pipelines or any and all other appurtenances related to oil and gas operations, whether active or inactive.

8. URBAN SERVICES

8.1 Annexor agrees, pursuant to City Code Section 146-301, that the annexation of the Property to the City shall not create any additional cost or impose additional burden on the existing residents of the City to provide such public facilities and services to the Property after annexation. Annexor agrees that it shall be responsible for mitigating such impacts through compliance with standards and payment of fees that are adopted by the City Council, and that are generally applied and uniform in application to similarly situated properties. The standards and fees will be used to provide adequate public facilities and services to the development. Annexor shall pay the Capital Impact Fee for residential development as established by ordinance for the dwellings to be constructed within the Property.

8.2 Annexor shall petition for exclusion from any fire protection district that is reflected within the County Assessor's "Certificate of Taxes Due" upon completion of the annexation and approval of zoning. Annexor will use reasonable efforts to complete the exclusion and obtain the exclusion order before the first subdivision plat for the Property is approved by the City. At no cost to the City, the City agrees to cooperate and assist with Annexor's efforts to complete exclusion from the fire protection district. City shall provide fire protection upon exclusion of the property from the district. It is

expressly understood that the City may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants by Annexor.

83 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the City to provide such utilities services to the areas within any such district, unless it is done by mutual agreement between the City and such district. However, if requested by the City, Annexor shall petition for exclusion from the district. In the event of exclusion, the City shall assume responsibility for service to the annexed area, and Annexor shall comply with all applicable utilities service provisions contained herein.

84 Annexor shall pay the Siren Fee established by City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning sirens in the area. If requested by City, Annexor shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

9. GENERAL PROVISIONS

9.1 In accordance with Section 8.5 below, this Agreement shall be recorded with the Clerk and Recorder in County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. Annexor shall have the right to assign or transfer all or any portion of its interest, right, obligations under this Agreement to third parties acquiring an interest or estate in the Property, or of any improvements now or hereafter located on the Property, provided that to the extent Annexor assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Annexor's obligations under this Agreement by its assignee or transferee shall, upon written notice to the City, thereby relieve Annexor of any further obligations under this agreement with respect to the matter so assumed. Annexor shall notify the City of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this Agreement with respect to each and every part of the Property.

9.2 In order to facilitate construction of improvements and subject to the City's rights of review and approval under the laws of the State of Colorado and the City Code, City will consider the creation of one or more districts including, but not limited to special and general improvement districts authorized pursuant to Title 31, C.R.S., and special districts authorized pursuant to Title 32, C.R.S., to provide for the financing of public improvements. Annexor agrees that any special district established within the Property shall not levy, charge, or collect a sales tax, nor shall such district apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

9.3 By entering into this Agreement, the City does not repeal any existing codes or ordinances, nor does the City intend to waive, limit, or impair its legislative, governmental, or police powers to adopt ordinances and regulations that apply to the property. No term or provision of this Agreement shall prohibit the enactment by the City Council or future City Councils of any fee, assessment, or ordinance applicable to the Property that is of general application to properties similarly situated.

9.4 No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by UDO §5.4.1.B. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

9.5 This Agreement will not be recorded prior to the occurrence of final, non-appealable approval after expiration of all Legal Challenge periods applicable to the Approvals.

9.5.1. If annexation of the Property, any portion thereof, and/or any of the other Approvals is subjected to a Legal Challenge (whether by referendum or court action), the City and Annexor will be bound during the pendency of the Legal Challenge only by those provision of this Agreement that govern the parties' obligations prior to recording of this Agreement as contemplated in Section 8.1 above; provided, however, all provisions of this Agreement that govern the parties' obligations after recording of this Agreement as contemplated in Section 8.1 above, together with the duties and obligations of each party, shall be suspended pending the outcome of the Legal Challenge.

9.5.2. If a Legal Challenge results in a final, non-appealable invalidation of the Property's annexation, then this Agreement and all provisions contained herein shall be null and void and of no further effect.

9.5.3. If a Legal Challenge to any of the other Approvals results in a final, non-appealable invalidation of such Approval(s), the City and Annexor shall cooperate to cure the legal defect that resulted in such invalidation such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition.

9.5.3.1. Upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to Section 31-12-121 of the Colorado Revised Statutes. As and when the Property becomes eligible for annexation as determined by City, Annexor shall reapply for annexation by submitting a petition for annexation in a form that is materially consistent with the Petition.

9.5.3.2. If the City and Annexor are unable to cure the legal defect such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition, the Petition shall be deemed withdrawn and annexation of the Property shall not proceed or be made legally effective.

9.5.4 If a Legal Challenge to annexation of the Property or to any of the other Approvals results in a final, non-appealable validation of the annexation or other Approvals, Annexor and the City shall be bound by all terms and provisions of this Agreement and, in accordance with the terms of the Petition, this Agreement shall be legally binding on the Property from and after the date on which this Agreement is recorded in pursuant to Section 8.1 above.

9.6 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.7 All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. Nothing in this Agreement shall prevent, prohibit, diminish, or impair the City's home rule governmental authority to adopt fees or regulations to address the impacts of development.

9.8 Annexor agrees to include the Property in special and general improvement districts as may be organized by the City at any time pursuant to the provisions of Title 31, Article 25, Parts 5 and 6, of the Colorado Revised Statutes.

9.9 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 8.8, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the condition's precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

9.10 This Agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of the City, it shall continue to be subject to the charter, ordinances, and rules and regulations of the City.

9.11 It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their heirs, successors, and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9.12 Any and all obligations of the City for water, sewer, and drainage improvements shall be the sole obligation of the City's Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the City for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

9.13 In the event of breach or default by the City, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. Annexor hereby waives any rights to money damages for any such breach or default.

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR: JTR TAPIAS ~~TAPPIAS~~ LLC
a Colorado limited liability company

By: Juan Tapia-Ramos

Juan Tapia Ramos
Title: Manager

By: Julian Tapia Ramos

Julian Tapia Ramos
Title: Manager

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

Subscribed and affirmed to before me this day of 8TH Day of July, 2025, by Juan Tapia- Ramos and Julian Tapia Ramos as Managers of Tapias LLC

My commission expires: NOV 7, 2026

Notary Public

LILIA MUNOZ DEL HOYO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104046652
MY COMMISSION EXPIRES NOVEMBER 7, 2026

CITY OF AURORA, COLORADO

_____
By MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____

BRIAN J. RULLA, Assistant City Attorney