

HIGH PLAINS METROPOLITAN DISTRICT
www.highplainsmetro.org

Special Meeting (via Teleconference)
Thursday, October 15, 2020, at 6:00 p.m.

2020 Regular Meetings – Third Thursday of each Month at 6:00pm

Shawn McGoff, President	Term to May 2022
Josie O’Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Vacant	Term to May 2023

Due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the risk posed by COVID 19, this meeting will be held via teleconferencing and can be joined through the directions below:

<https://zoom.us/j/98523185507?pwd=dIU4eVI3YVdJQ2ZQTWE5cXdIL2hFdz09>

Meeting ID: 985 2318 5507

Passcode: 631590

Call-in Number: 720-707-2699

Agenda:

- Call to Order
- Declaration of Quorum/ Conflict of Interest Disclosures
- Agenda Revisions, Approval
- Public Comment
- Consent Agenda
- Financial Report/Financial Matters
- Legal Matters
- District Committee Updates
- Facilities Management/District Operations Report
 - Projects/Action Items Review not covered by a Committee
- Director Items/Other Business
- Comment
- Adjournment

NOTICE OF SPECIAL MEETING AND AGENDA

- 1. Call to Order**
- 2. Declaration of Quorum/ Conflict of Interest Disclosures**
- 3. Agenda Revisions, Approval**
- 4. Public Comment** - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up
- 5. Consent Agenda** - The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board
 - a. Approve September 17, 2020 Special Meeting Minutes
 - b. Approve Claims Listing in the Amount of \$648,810.49 and \$12,719.45
 - i. Cox retainage

6. Financial Report/Financial Matters	Speaker	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant	Vote
Discuss 2021 Budget Workshop	Accountant	<ul style="list-style-type: none"> • Scheduled for 10/20 • Any prep by Directors needed prior? • Is this in person – or location?

7. Legal Matters	Speaker	Notes/Minutes
Snow Removal agreement	WBA	<ul style="list-style-type: none"> • Status with city approval • Vendors?
Consider approval of easement for monument sign	WBA	<ul style="list-style-type: none"> • Update/vote
Discuss district procurement policy for committees	WBA	<ul style="list-style-type: none"> • Update/vote
Lennar Park turn over	WBA	<ul style="list-style-type: none"> • Update

8. District Committee Updates	Speaker	Notes/Minutes
Landscape Committee	Maria Elena Jill Shadwell Irene/Summit Kevin Cox	<ul style="list-style-type: none"> • Committee members • Update on Park Signs and Landscaping around Large Sign • Update on Smoky Hill & Blackstone Pkwy Entrance Revamp. Spring 2021 warranty walk

		<ul style="list-style-type: none"> • Park Renovation - Clifton & County Club Pkwy. Spring 2021 warranty walk • Update on Tree Planting project • Blackstone sign • Landscape maintenance report (if questions) • Tree Mulching • Removal of dead plants • Pet Waste Station install • Dead Trees insurance update (Howey cost, insurance rates assessment, next steps) • Approvals on work orders? What is pending? • Cox retainage – payables. Board deferred last meeting. • Landscaping Report – questions/discussions
Design Review Committee (DRC)	Maria Elena & Shawn McGoff	<ul style="list-style-type: none"> • Committee members • Residential Guidelines progress • Summit to provide a list of repetitious violations to the Board and Landscaping committee • Review Covenant Enforcement Report
Advisory Committee	Shawn McGoff & Josie O'Neill	<ul style="list-style-type: none"> • Committee members • Updates
Social Committee	Josie O'Neill	<ul style="list-style-type: none"> • Committee members • Community Service Update • Holiday Lighting • Social Events Update • Welcome letter and packet • Town Hall • Trash Bin, recycling and shredding
Website Committee	To be Named	<ul style="list-style-type: none"> • Committee members • Updates
Security/Safety Committee	Jill Shadwell Maria Elena Security Committee member(s)	<ul style="list-style-type: none"> • Committee members • Updates (Security Resident to present status) • Proposals for Solar Lights at Mailboxes • Review Playground Safety Solutions Quarterly Report • Proposals for Security Options (guest presenter) • Traffic safety (golf carts, Monaghan Rd)

9. Facilities Management/District Operations Report	Speaker	Notes/Minutes
Discuss Board Email Options	Summit	Select Email Option · Was requested of Summit to provide a comprehensive/summary of quotes (email options). Board can decide based on those options.
Review Proposals for Repairs to Median walkway gaps	Summit Shawn McGoff	·

10. Director Items/Other Business	Speaker	Notes/Minutes
Discuss Letters of Interest and Board Appointment and Consider Appointment	Board	Voting for new Board Member
Vendor RFP process (Requirements definition, selection criteria, communications process)	Board	· Next Steps, vendors, process for defining Decision Making Criteria · Recommend a separate committee, to determine RFP process, vendors and timeline, and Success Expectations for each vendor type
SARIA	Shawn McGoff	
WPRA Meeting Updates – assignment of new board member	Board	Consider Appointment of Representative
Board Emails from Residents	Board	
SDA Annual Conference	Board	Updates from those who attended the conference (9/23-25)

11. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

12. Adjournment

High Plains Metro District Interim Claims 9/11/20 - 10/9/20

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
9/25/2020	Aimee and Robert Thomas	1002064221	\$ 1,815.00
9/25/2020	Amobi Ezenekwe	1002088511	346.00
9/25/2020	Brian and Leigh Small	1002031721	165.00
9/25/2020	CliftonLarsonAllen LLP	Multiple	6,212.54
9/25/2020	Cox Professional Landscape Services LLC	Multiple	48,289.00
9/25/2020	Danette De Leon-Juister	1002068721	165.00
9/25/2020	Full Spectrum Lighting, Inc.	Multiple	6,236.74
9/25/2020	Joseph and Carol McKenna	1002024511	165.00
9/25/2020	Lee Design Group LLC	BST20/08	255.00
9/25/2020	Lennar Colorado	2	500,000.00
9/25/2020	Mark and Sheila Gustafson	1002086111	2,805.00
9/25/2020	Pet Scoop, Inc.	303358	252.00
9/25/2020	Sequoia Golf Blackstone Country Club	HPMD52020	7,021.38
9/25/2020	Sequoia Golf Blackstone Country Club	HPMD72020	8,478.46
9/25/2020	Sequoia Golf Blackstone Country Club	HPMD62020	10,692.91
9/25/2020	Summit Management & Consulting, LLC	Multiple	10,222.41
9/25/2020	Troy and Kelly Shaffer	1002018001	165.00
9/25/2020	Waste Management of Denver	0917795-0178-1	10,814.04
9/25/2020	Wayne H. Persutte	100202912	165.00
9/25/2020	White Bear Ankele Tanaka & Waldron	Multiple	28,081.58
9/25/2020	WIPFLI	1657949	4,950.00
9/25/2020	Xcel Energy	696428170	588.43
9/28/2020	Lee Design Group LLC	BST20/07	825.00
9/28/2020	Maria Elena Daniels	2020 SDA Dues	100.00
		Total	\$ 648,810.49

High Plains Metro District Capital/Large Claims to be Approved Before Payment as of 10/9/20

<u>Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Description</u>
8/7/2020	Cox Professional Landscape Services LLC	29144	8,819.21	Retainage for entryway project
8/10/2020	ARCHITERRA GROUP,INC	6778	1,690.46	Park Improvement Project-Prepared irrigation construction admin and misc. construction admin.
9/3/2020	Consilium Design, Inc	29144	2,209.78	Entryway Construction admin landscape designer and architect
		Total	\$ 12,719.45	

HIGH PLAINS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

**HIGH PLAINS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 3,021	\$ 86,664	\$ -	\$ -	\$ 12,719	\$ -	\$ 102,404
Colotrust	1,927,108	175,664	2,613,201	12,789	12,154	118	4,741,034
Accounts receivable	-	56,376	-	-	-	-	56,376
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
Receivable from County Treasurer	12,644	-	14,380	-	-	138	27,162
TOTAL ASSETS	<u>\$ 1,943,773</u>	<u>\$ 318,704</u>	<u>\$ 2,627,581</u>	<u>\$ 12,789</u>	<u>\$ 24,873</u>	<u>\$ 256</u>	<u>\$ 4,927,976</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 12,500	\$ 18,504	\$ -	\$ -	\$ 12,749	\$ -	\$ 43,753
Prepaid assessments	-	81,746	-	-	-	-	81,746
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	256	256
Development fees payable	-	-	168,500	-	-	-	168,500
TOTAL LIABILITIES	<u>12,500</u>	<u>100,250</u>	<u>168,500</u>	<u>12,789</u>	<u>12,749</u>	<u>256</u>	<u>307,044</u>
FUND BALANCES							
Fund balances	<u>1,931,273</u>	<u>218,454</u>	<u>2,459,081</u>	<u>-</u>	<u>12,124</u>	<u>-</u>	<u>4,620,932</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,943,773</u>	<u>\$ 318,704</u>	<u>\$ 2,627,581</u>	<u>\$ 12,789</u>	<u>\$ 24,873</u>	<u>\$ 256</u>	<u>\$ 4,927,976</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,226,331	\$ 1,220,311	\$ (6,020)	\$ 1,027,993
Specific ownership taxes	76,310	67,391	(8,919)	63,263
Interest income	8,000	4,695	(3,305)	17,337
Other revenue	2,000	-	(2,000)	1,972
TOTAL REVENUES	<u>1,312,641</u>	<u>1,292,397</u>	<u>(20,244)</u>	<u>1,110,565</u>
EXPENDITURES				
Accounting	51,000	34,671	16,329	33,279
Audit	4,950	4,950	-	4,950
County Treasurer's fee	18,395	18,311	84	15,410
Directors' fees	6,000	3,600	2,400	3,200
Director and meeting expense	2,500	1,151	1,349	1,487
Insurance	40,000	27,182	12,818	24,577
Legal	60,000	80,285	(20,285)	50,615
Engineering	-	-	-	578
Miscellaneous	2,000	1,235	765	1,986
Payroll taxes	459	314	145	214
Election expense	25,000	39,224	(14,224)	-
Website	1,500	350	1,150	1,588
Contingency	25,196	-	25,196	-
TOTAL EXPENDITURES	<u>237,000</u>	<u>211,273</u>	<u>25,727</u>	<u>137,884</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,075,641	1,081,124	5,483	972,681
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	-	-	-	6,623
Transfers to other fund	(950,000)	-	950,000	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(950,000)</u>	<u>-</u>	<u>950,000</u>	<u>6,623</u>
NET CHANGE IN FUND BALANCES	125,641	1,081,124	955,483	979,304
FUND BALANCES - BEGINNING	<u>836,818</u>	<u>850,148</u>	<u>13,330</u>	<u>557,267</u>
FUND BALANCES - ENDING	<u>\$ 962,459</u>	<u>\$ 1,931,272</u>	<u>\$ 968,813</u>	<u>\$ 1,536,571</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 9,000	\$ 1,548	\$ (7,452)	\$ 3,865
Operations fee (homeowners)	551,100	393,993	(157,107)	355,699
Operations fee (vacant lots)	28,272	27,768	(504)	47,802
Working capital	80,000	41,500	(38,500)	48,500
Design review fees	5,000	3,010	(1,990)	3,535
Legal collection fees	6,000	7,648	1,648	3,056
Violations and late fees	5,000	-	(5,000)	(1,680)
TOTAL REVENUES	<u>684,372</u>	<u>475,467</u>	<u>(208,905)</u>	<u>460,777</u>
EXPENDITURES				
Legal - collections	6,000	17,200	(11,200)	-
Miscellaneous	-	1,280	(1,280)	-
Community activities	10,000	-	10,000	-
Design review	5,000	6,020	(1,020)	5,110
Facilities management - contract	38,000	33,402	4,598	30,846
Facilities management - costs	10,000	8,094	1,906	9,490
Flowers	45,000	16,807	28,193	45,145
Irrigation repairs and improvements	40,000	40,032	(32)	46,089
Landscape maintenance - contract	129,085	106,218	22,867	102,126
Landscape improvements	100,000	114,656	(14,656)	48,442
Tree and shrub replacement	100,000	95,510	4,490	19,276
Gas and electric	10,000	4,975	5,025	6,302
Trash removal	103,000	96,055	6,945	77,194
Water - irrigation	125,000	40,944	84,056	14,371
Grounds maintenance	25,000	16,906	8,094	9,388
Holiday lighting	20,000	2,322	17,678	10,744
Lighting	10,000	8,730	1,270	5,670
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	12,000	170	11,830	5,965
Vandalism	2,000	-	2,000	-
Contingency	8,915	-	8,915	-
TOTAL EXPENDITURES	<u>809,000</u>	<u>609,321</u>	<u>199,679</u>	<u>436,158</u>
NET CHANGE IN FUND BALANCES	(124,628)	(133,854)	(9,226)	24,619
FUND BALANCES - BEGINNING	<u>310,176</u>	<u>352,308</u>	<u>42,132</u>	<u>353,600</u>
FUND BALANCES - ENDING	<u>\$ 185,548</u>	<u>\$ 218,454</u>	<u>\$ 32,906</u>	<u>\$ 378,219</u>

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SUPPLEMENTARY INFORMATION

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,430,719	\$ 1,423,699	\$ (7,020)	\$ 1,198,807
Specific ownership taxes	85,843	76,412	(9,431)	71,185
Interest income	24,000	10,549	(13,451)	40,362
TOTAL REVENUES	<u>1,540,562</u>	<u>1,510,660</u>	<u>(29,902)</u>	<u>1,310,354</u>
EXPENDITURES				
County Treasurer's fee	21,461	21,363	98	17,970
Paying agent fees	450	450	-	450
Bond interest - Series 2017	1,121,925	560,963	560,962	561,663
Bond principal - Series 2017	175,000	-	175,000	-
Contingency	3,164	-	3,164	-
TOTAL EXPENDITURES	<u>1,322,000</u>	<u>582,776</u>	<u>739,224</u>	<u>580,083</u>
NET CHANGE IN FUND BALANCES	218,562	927,884	709,322	730,271
FUND BALANCES - BEGINNING	<u>1,527,818</u>	<u>1,531,197</u>	<u>3,379</u>	<u>1,360,847</u>
FUND BALANCES - ENDING	<u>\$ 1,746,380</u>	<u>\$ 2,459,081</u>	<u>\$ 712,701</u>	<u>\$ 2,091,118</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

DEBT SERVICE - REVENUE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
TOTAL EXPENDITURES				
NET CHANGE IN FUND BALANCES	-	-	-	-
FUND BALANCES - BEGINNING	-	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 4,500	\$ 5,439	\$ 939	\$ 19,709
Other revenue	-	-	-	6,513
TOTAL REVENUES	<u>4,500</u>	<u>5,439</u>	<u>939</u>	<u>26,222</u>
EXPENDITURES				
Legal	-	-	-	6,506
Monumentation	320,000	284,537	35,463	64,932
Park Improvements	1,315,000	1,023,163	291,837	202,417
Entryways	400,000	134,965	265,035	100
Medians	250,000	-	250,000	-
TOTAL EXPENDITURES	<u>2,285,000</u>	<u>1,442,665</u>	<u>842,335</u>	<u>273,955</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,280,500)	(1,437,226)	843,274	(247,733)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	950,000	-	(950,000)	145,419
TOTAL OTHER FINANCING SOURCES (USES)	<u>950,000</u>	<u>-</u>	<u>(950,000)</u>	<u>145,419</u>
NET CHANGE IN FUND BALANCES	(1,330,500)	(1,437,226)	(106,726)	(102,314)
FUND BALANCES - BEGINNING	<u>1,699,854</u>	<u>1,449,350</u>	<u>(250,504)</u>	<u>1,048,428</u>
FUND BALANCES - ENDING	<u>\$ 369,354</u>	<u>\$ 12,124</u>	<u>\$ (357,230)</u>	<u>\$ 946,114</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes - Regional mill levy	\$ 45,497	\$ 45,274	\$ (223)	\$ 37,856
Interest income	-	-	-	1
TOTAL REVENUES	<u>45,497</u>	<u>45,274</u>	<u>(223)</u>	<u>37,857</u>
EXPENDITURES				
County Treasurer's fee	682	679	3	567
Regional mill levy - Payment to SARIA	44,560	44,594	(34)	37,724
TOTAL EXPENDITURES	<u>45,242</u>	<u>45,273</u>	<u>(31)</u>	<u>38,291</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	255	1	(254)	(434)
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	-	-	-	152,042
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(152,042)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	255	1	(254)	(152,476)
FUND BALANCES - BEGINNING	<u>(255)</u>	<u>-</u>	<u>255</u>	<u>152,041</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ 1</u>	<u>\$ (435)</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under an Amended and Restated Consolidated Service Plan approved on March 10, 2006.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2020. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**HIGH PLAINS METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the Aurora Regional Improvement Authority No 1. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6.0% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of \$27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of \$1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

**HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2020**

Bonds and Interest Maturing in the Year Ending December 31,	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	Principal	Interest	Total
2020	\$ 175,000	\$ 1,121,925	\$ 1,296,925
2021	300,000	1,114,925	1,414,925
2022	420,000	1,102,925	1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	\$ 27,380,000	\$ 20,468,900	\$ 47,848,900

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

High Plains Metropolitan District
Schedule of Cash Position
September 30, 2020
Updated as of October 13, 2020

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 9/30/20	\$ 3,021.48	\$ 86,664.08	\$ -	\$ -	\$ 12,719.45	\$ -	\$ 102,405.01
Subsequent activity:							
<i>Anticipated Bill.com Payment</i>	(8,366.52)	(33,909.43)	-	-	(12,748.66)	-	(55,024.61)
<i>Anticipated Transfer From Colotrust</i>	9,970.79	-	-	-	29.21	-	10,000.00
<i>Anticipated Balance</i>	<u>4,625.75</u>	<u>52,754.65</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,380.40</u>
<u>Colotrust - Savings Account</u>							
Balance as of 9/30/20	\$ 1,927,107.71	\$ 175,664.39	\$ 2,613,201.21	\$ 12,788.76	\$ 12,153.84	\$ 117.72	\$ 4,741,033.63
Subsequent activity:							
10/10/20 - Property tax deposit (September)	12,644.43	-	14,379.60	-	-	138.18	27,162.21
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(168,500.00)	-	-	-	(168,500.00)
<i>Anticipated Transfer to Checking</i>	(9,970.79)	-	-	-	(29.21)	-	(10,000.00)
<i>Anticipated Balance</i>	<u>1,929,781.35</u>	<u>175,664.39</u>	<u>1,459,080.81</u>	<u>12,788.76</u>	<u>12,124.63</u>	<u>255.90</u>	<u>3,589,695.84</u>
<i>Total by fund</i>	<u>\$ 1,934,407.10</u>	<u>\$ 228,419.04</u>	<u>\$ 1,459,080.81</u>	<u>\$ 12,788.76</u>	<u>\$ 12,124.63</u>	<u>\$ 255.90</u>	<u>\$ 3,647,076.24</u>

Yield Information:

Colotrust Prime (September 2020) - .09%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

HIGH PLAINS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2020

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 14,011.59	\$ -	\$ 16,083.83	\$ -	\$ (210.17)	\$ -	\$ 29,885.25	0.52%	0.52%	\$ 25,127.24	0.47%	0.47%
February	1,107,361.06	-	16,812.66	-	(16,610.42)	-	1,107,563.30	40.97%	41.49%	938,091.22	40.46%	40.93%
March	113,843.99	-	14,825.42	41.65	(1,708.28)	-	127,002.78	4.21%	45.71%	99,548.78	3.78%	44.71%
April	359,124.00	-	9,834.50	66.73	(5,387.86)	-	363,637.37	13.29%	58.99%	352,279.29	14.98%	59.69%
May	73,151.88	-	13,500.24	106.11	(1,098.87)	-	85,659.36	2.71%	61.70%	67,579.32	2.34%	62.03%
June	1,006,349.01	-	17,565.14	139.99	(15,097.34)	-	1,008,956.80	37.24%	98.94%	854,116.31	36.87%	98.90%
July	7,084.90	-	20,770.54	212.20	(109.46)	-	27,958.18	0.26%	99.20%	22,349.10	0.36%	99.26%
August	17.46	-	15,861.99	0.52	(0.27)	-	15,879.70	0.00%	99.20%	21,175.59	0.19%	99.45%
September	8,339.99	-	18,549.12	404.26	(131.16)	-	27,162.21	0.31%	99.51%	-	-1.34%	98.11%
October	-	-	-	-	-	-	-	0.00%	99.51%	74.27	0.11%	98.22%
November	-	-	-	-	-	-	-	0.00%	99.51%	17,438.78	0.00%	98.22%
December	-	-	-	-	-	-	-	0.00%	99.51%	15,112.88	0.00%	98.22%
Total	\$ 2,689,283.88	\$ -	\$ 143,803.44	\$ 971.46	\$ (40,353.83)	\$ -	\$ 2,793,704.95	99.51%	99.51%	\$ 2,412,892.78	98.22%	98.22%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
--------------	-------------	------------------------	------------------------------

Property Tax

General Fund	\$ 1,226,331.00	45.38%	\$ 1,220,311.20	99.51%
Debt Service Fund	1,430,719.00	52.94%	1,423,698.96	99.51%
Regional	45,497.00	1.68%	45,273.72	99.51%
Total	\$ 2,702,547.00	100.00%	\$ 2,689,283.88	

Specific Ownership Tax

General Fund	\$ 76,310.00	47.06%	\$ 67,391.28	88.31%
Debt Service Fund	85,843.00	52.94%	76,412.16	89.01%
Total	\$ 162,153.00	100.00%	\$ 143,803.44	

Treasurer's Fees

General Fund	\$ 18,395.00	45.38%	\$ 18,311.26	99.54%
Debt Service Fund	21,461.00	52.94%	21,363.22	99.54%
Regional	682.00	1.68%	679.35	99.61%
Total	\$ 40,538.00	100.00%	\$ 40,353.83	

Due To SARIA 2019	\$ (392.41)
Pledged Ptax Collected	44,594.37
Payments to SARIA	43,946.06
Due To SARIA	\$ 255.90

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**AGREEMENT BETWEEN THE
CITY OF AURORA, COLORADO
AND THE**

**FOR SNOW REMOVAL AND
PLOWING OPERATIONS ON
(location)**

THIS AGREEMENT for Snow Removal and Plowing Operation on _____, dated this _____ day of _____, 20____, is made by and between the City of Aurora, Colorado, a home rule municipal corporation (the “City”), and the _____ (the “Operator”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City of Aurora, Colorado, is a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution and _____ Metropolitan District No. _____ is a quasi-municipal corporation and political subdivision of the State of Colorado, collectively referred to herein as the "Parties"; and

WHEREAS, the City Engineer for the Department of Public Works is authorized to set the standards in the Roadway Design & Construction Specifications, pursuant to authority granted in section 126-36 and promulgated pursuant to section 2-3 of this Code; and

WHEREAS, the City Engineer is authorized to promulgate rules and regulations for the public right-of-way within the jurisdiction of the City of Aurora, over all City-owned public streets, roadway and way dedicated for the use of the public, and to provide snow plowing and removal operations thereto; and

WHEREAS, due to the necessity for the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in this Agreement; and

WHEREAS, the Operator is the duly authorized _____ for the _____ subdivision and the roads identified in this Agreement are internal to said subdivision; and

WHEREAS, the Operator desires to have snow removed or plowed from the City roads described in this Agreement on a more frequent basis than the City is able to, given the overall City road priority and demand for snow removal or plowing citywide; and

WHEREAS, the City is agreeable to authorizing the Operator to privately remove or plow snow or contract for the private removal or plowing of snow on the roads described herein, subject to the terms and conditions for such snow removal or plowing operations as are set forth in this Agreement; and

WHEREAS, the District's Board met on _____, and is in support of this Agreement Between the City of Aurora, Colorado, and _____ for Snow Removal and Plowing

Operations on _____; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement; and

WHEREAS, pursuant to City Charter 3-9, City Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter.

NOW, THEREFORE, in consideration of the mutual promises, authorizations, and conditions set forth in this Agreement, the Parties hereto agree to the following terms and conditions: The Operator is hereby authorized to remove or plow snow during the term of this Agreement from the City roads or road segments that are identified in Exhibit A, which is attached hereto and is incorporated into this Agreement by this reference, and from no other City roads.

1. The Term of this Agreement shall commence on the _____ day of _____ 20_____, and shall end on the _____ day of _____ 20_____, unless sooner terminated in accord with the provisions of this Agreement.

2. Prior to commencing any snow removal or plowing operations under this Agreement, the Operator shall identify to the City for its approval any contractors and/or subcontractors who will be performing the snow removal or plowing operations on behalf of the Operator. In the event that the Operator desires or needs to change or replace such contractors or subcontractors during the term of this Agreement, the Operator shall notify the City and shall not perform or authorize the performance of any further snow removal or plowing operations until the City approves the new or replaced contractors or subcontractors. The City may withhold approval of any proposed contractor or subcontractor for any reasonable and lawful cause.

3. In performing the snow removal or plowing operations authorized hereunder, the Operator and any contractor or subcontractor shall comply with the provisions of Exhibit B attached hereto and incorporated herein by this reference, and the Operator and any contractor or subcontractor shall exercise all reasonable and due care in the performance of the snow removal or plowing activities authorized under this Agreement and shall, jointly and severally, be responsible for any damages caused to persons or property, directly or indirectly, in the performance of the snow removal or plowing activities.

4. Insurance: The operator and its contractor shall provide insurance as set forth in the attached Exhibit C. All equipment used in the performance of the snow removal or plowing activities authorized under this Agreement and the performance of such snow removal or plowing activities shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations.

5. This Agreement, and any issues involving this Agreement, are subject to and shall be interpreted under the law of the State of Colorado and the rules and regulations of Arapahoe County. Court venue and jurisdiction shall be in the Colorado District Court for Arapahoe County. The parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, Arapahoe County, State of Colorado.

6. Any dispute as to the interpretation of this Agreement or the requirements stated in Exhibit B shall be submitted to the City's Director of Public Works or his/her designee. The Director or his/her designee shall review and make a written decision on the dispute within ten (10) City business days of receiving the dispute. The Director's decision shall be final and binding on the Operator.

7. The performance of any City obligations under or related to this Agreement, if any, is expressly subject to the appropriation of funds by the Aurora City Council. Nevertheless, it is expressly understood and agreed that this Agreement and the snow removal or plowing activities authorized thereunder are for the benefit of the Operator and shall be at the sole expense of the Operator. The City has no obligation to pay for any of or any portion of the snow removal or plowing activities authorized hereunder and the Operator is entitled to no compensation from the City for its performance of same.

8. This Agreement may be amended only in writing by the duly authorized governmental bodies of the Parties and in the same form as this Agreement.

9. Notices. All notices shall be sent to the following addresses:

For the Operator:

For the City:

Public Works Department
Attn: Deputy Director of Public Works - Operations
15151 E. Alameda Pkwy, Ste. 3300
Aurora, CO 80112

10. THIS AGREEMENT IS MADE AT THE REQUEST OF THE OPERATOR FOR THE OPERATOR'S BENEFIT. THE OPERATOR DOES HEREBY WAIVE, REMISE, AND RELEASE ANY CLAIM, RIGHT, OR CAUSE OF ACTION THE OPERATOR MAY HAVE OR WHICH MAY ACCRUE IN THE FUTURE, WHETHER UNDER THEORIES OF CONTRACT OR ANY OTHER CAUSE OF ACTION WHATSOEVER, AGAINST THE CITY ARISING IN WHOLE OR IN PART FROM THIS AGREEMENT.

11. By entering into this Agreement, the Parties do not waive any governmental immunity available to them or their elected officials, employees or agents under CRS 24-10-101, *et seq.*, or any other federal or state law or the common law, and nothing in this Agreement shall be interpreted to effect a waiver of any such governmental immunity available to the Parties, its elected officials, employees or agents.

12. Either Party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination. Upon termination of this Agreement, all rights and obligations thereunder shall terminate, except that the Operator shall remain responsible and liable for any damages caused, directly or indirectly, by its performance under this Agreement.

13. 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person

or individual homeowner association member or other person or entity whatsoever on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

14. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

15. The Operator shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior lawful approval of the authorized governmental bodies of the Parties and in the same form as this Agreement.

16. To the fullest extent permissible under the law of the State of Colorado, the Operator agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Operator's obligations or actions or inactions, and the Operator's snow removal or plowing contractor's or subcontractor's obligations or actions or inactions, under this Agreement. The Operator shall promptly repair to the City's standards and satisfaction, or pay to the City the costs of repairing, any damage to City roads, curbs, gutters, sidewalks, signage, or any other City property resulting from operations or activities under this Agreement. The Operator's indemnity obligation under this Paragraph shall be for the full amount of any such loss, damages, injuries, claims, cause or causes of action or any liability whatsoever, including attorneys' fees, and court costs, and shall not in any way be capped or limited by the insurance provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands in agreement as of the date first written above.

For: CITY OF AURORA

By _____
MIKE COFFMAN, MAYOR

Attested to:

SUSAN BARKMAN, INTERIM CITY CLERK

Approved as to Form:

MICHELLE GARDNER, SR. ASST. CITY ATTORNEY

For: _____

By _____

Its _____

EXHIBIT A

Snow removal or plowing operations authorized under this Agreement are permitted on the following City Roads:

[**]

Exhibit B

General Considerations:

- All snow removal or plowing services to be provided shall be performed and completed in a similar manner as performed by the City upon other public roads, exercising all reasonable and due care, and in good and workman like manner.
- All requests to provide snow removal or plowing authority must be submitted to the City's Director of Public Works or his/her designee.
- The Contractor retained by the Operator, _____, is to report directly to the _____ for the Operator.
- To the fuller extent allowed by law, as provided in the Agreement authorizing the snow removal or plowing operations and in addition to the bonding or surety and insurance requirements contained therein, the Operator along with their Contractor agrees to indemnify and hold harmless the City and its employees against all claims, damages, losses, and expenses, arising from accidents or property damage due to winter operations. In addition the Operator along with their Contractor agrees to indemnify and hold harmless the City and its employees against all claims, damages, losses, and expenses arising from non-performance of winter operations.

This document requires certain actions be taken by either the Operator or its designated winter operations Contractor at certain times before, during and after the snow season.

Prior to Winter Operations:

Street Information/Infrastructure Inventory

The Operator, in collaboration with its Contractor, must submit a written request to the Director of Public Works or his/her designee to perform winter operations on a publicly owned street system. The written request shall include the name/designation of the street(s) to be plowed, a map of the area, and a list of adjoining property owners with contact information.

The Contractor retained by the Operator shall be responsible for obtaining any other City licenses and permits to operate within the public right-of-way that may be required under the City Code.

Pre-season meeting

Upon execution of this Agreement, the Operator and its designated Contractor will schedule a pre-season meeting with the Director of Public Works or his/her designee to discuss procedures and associated paperwork.

Inventory and Condition

The Operator or its designated Contractor shall develop and submit an inventory of the roadway system on which winter operations shall be performed. This inventory shall include a spreadsheet detailing the required information as well as a video showing the current condition of the requested items. Items required in the inventory are street names, street dimensions, and the current condition of pavement, curb & gutter, sidewalk, drainage, fencing, mailboxes etc. This inventory must be submitted to the City's Director of Public Works or his/her designee and staff for review.

Dry Run

The Operator's designated Contractor must arrange for a dry run of all applicable roads with the City's Public Works' staff.

List of Equipment

The Operator in collaboration with their Contractor must submit and update as necessary, a complete list of equipment planned for winter operations. The equipment description should include specific information i.e., type & make of trucks, make of plow, type of blades (carbide /regular steel), model of sanders, calibration units; pre-wetting systems; types & make of loaders/graders, etc.

Equipment Inspection

The Operator's Contractor must arrange for the inspection of their equipment with the City's Public Works' staff.

Materials

Notwithstanding any contrary provisions of the List of Equipment section stated above, **no** solid materials may be used as either a de-icing agent or for traction. Any liquid materials must be first approved by the City's Director of Works or his/her designee.

Snow Plowing Procedures

The Operator in collaboration with their Contractor must provide a copy of their snow removal procedures to the City's Director of Public Works or his/her designee. These procedures shall include complete information on frequency, duration and the extent of snow plowing as well as details on how the Contractor plans to

stabilize roads during normal snow events and under heavy storms or blizzard conditions.

The Operator's Contractor will meet with City's Public Works staff prior to commencing operations to discuss and agree upon specific plowing standards and techniques, particularly as they relate to piling snow, snow storage areas, windrows left in front of driveways, intersections, pedestrian ramps, etc.

Training

The Operator in collaboration with its Contractor must ensure all operators (routine drivers and fill-ins) have received proper training on both equipment safety and snowplowing operations/procedures.

Informing Homeowners of the change in responsibility

The Operator in collaboration with their Contractor must inform property owners in advance of the Operator's responsibility for winter operations. The Operator in collaboration with their Contractor must provide property owners a designated snow removal phone number to call during such events.

During Winter Operations:

Event Logs

On a daily basis during winter operations, the Metro District's Contractor/Operator shall complete an event log. On a monthly basis, or when requested by the City, the contractor shall supply these logs to the City's Public Works Department. The City may require a meeting with the Metro District and its Contractor/Operator to discuss performance issues at any time. If said issues are not corrected to the City's satisfaction, the Metro District shall be asked to replace their Contractor/Operator or, alternatively, this Agreement may be terminated.

End of Season:

End of Season Report

On or around June 1st, the Operator along with their Contractor shall supply to the City a combined report that includes all information supplied on a by request or monthly basis as requested above.

EXHIBIT C
INSURANCE REQUIREMENTS

Insurance and Indemnities: Prior to commencement of this Agreement, the Operator, _____, and their designated Contractor, shall provide a certificate of insurance evidencing the following coverages:

- A. **Commercial General Liability Insurance.** During the term of this agreement, Operator and their Contractor and its subcontractors shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU coverage included in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. (Make sure 'XCU coverage included' is in the description of the COI.)
- B. **Commercial Automobile Liability Insurance.** The Operator and their Contractor shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.
- C. **Excess or Umbrella Liability.** Operator and their Contractor and its subcontractors shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000).
- D. **Workers' Compensation or Employers' Liability Insurance.** The Operator and their Contractor and subcontractors shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Operator and their Contractor and its subcontractors shall provide proof of Employers' Liability Insurance with limits as follows:
\$500,000 bodily injury each accident
\$500,000 bodily injury each disease
\$500,000 bodily injury disease aggregate.

If the Operator hires a Contractor to complete work under this Agreement, the Contractor will provide to the City a copy of the Contractor's insurance which evidences insurance coverages and limits as indicated in this agreement.

- E. **City as Additional Insured.** All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. Contractor and its subcontractors shall provide a copy of an endorsement providing this coverage.
- F. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.
- G. **Certificates of Insurance.** Upon the execution of this Agreement, Operator and their Contractor shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Operator 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. All certificates of insurance must be kept in force throughout the duration of the services. If any of

Operator's or their Contractor's or any of its subcontractor's coverage is renewed at any time prior to the expiration of this Agreement, Operator and their Contractor shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Operator and their Contractor shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The Operator's or their Contractor's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.**

After Recording, Return To:
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

ENTRY MONUMENT EASEMENT

THIS ENTRY MONUMENT EASEMENT and any exhibits attached hereto (collectively, the "Agreement") is made this ____ day of _____, 2020, by and between CC BLACKSTONE, LLC, a Delaware limited liability company ("Blackstone"), whose legal address is 3030 Lyndon B Johnson Freeway, Suite 600, Dallas, Texas 75234-7744, and HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose address is c/o White Bear Ankele Tanaka & Waldron, 2154 E. Commons Avenue, Ste 2000, Centennial, CO 80122. Blackstone and the District may be referred to in this Agreement collectively as the "Parties" or individually as a "Party."

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Blackstone hereby grants to the District, its successors and assigns, a non-exclusive and permanent easement ("Easement") to enter, re-enter, occupy and use the Easement Property (as hereinafter defined), for the purposes of reconstructing, maintaining, repairing, replacing, and operating an entry monument and related improvements (the "Improvements") on a portion of a parcel of real property that is owned by Blackstone and adjacent to the northwest corner of the intersection of S. Monaghan Road and East Mineral Place and is more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "Easement Property"). The Improvements will be constructed in form and style that is substantially similar to the entry monument illustrated on Exhibit B attached hereto.

It is hereby mutually covenanted and agreed by and between the Parties hereto as follows:

1. Construction. The District and Lennar Colorado, LLC are parties to that certain Termination, Acknowledgment and Release Agreement dated August 31, 2020 (the "Termination Agreement"). Pursuant to the Termination Agreement, Lennar Colorado, LLC ("Lennar") is required to complete construction of the Improvements at its sole cost and expense in accordance with plans approved by the City of Aurora (the "City"). Upon completion of the Improvements, including completion of any punch list items and any final inspection(s) as may be required by the City, Lennar shall and convey the Improvements to the District for ownership operations and maintenance via bill of sale.

2. Access. Following completion of the Improvements by Lennar and conveyance to the District of the same, the District shall have the right of ingress and egress to, over, through,

under and across the Easement Property to reconstruct, maintain, repair, replace and operate the Improvements and as necessary or convenient for the full enjoyment of the rights granted to the District in this Easement. The District may access the Easement Property from S. Monaghan Road and East Mineral Place, and at any other locations from Blackstone's adjacent property only as specified by Blackstone. No trespassing, ingress, or egress is otherwise allowed on Blackstone's adjacent property without the written consent of Blackstone.

3. Maintenance. Following completion of the Improvements by Lennar and conveyance to the District of the same, the District, at its sole cost and expense, shall solely be obligated to operate, maintain, repair and replace the Improvements located within the Easement Property; Blackstone shall have no obligation to operate, maintain, repair or replace the Improvements located within the Easement Property. The District shall maintain the Improvements in good order, condition and repair, and in compliance with all governmental laws and requirements. The District shall restore, at its sole cost and expense, the surface of the Easement Property, including without limitation turf, ground cover, plantings, irrigation lines, and sidewalks, to as near as practicable the condition found prior to the District's performance of work on the Easement Property. Any damage done to any turf areas of the Easement Property shall be repaired using sod of the same type as the grass damaged. Any construction initiated under this Easement shall comply with and conform to the standards formulated by the City, all ordinances of the City and any and all state statutes. At no time shall the District interfere with any City facilities, and the District shall assume all risks incident to the presence of City facilities within the Easement Property. The District shall promptly remove and properly dispose of trash and debris on Blackstone's property attributable to the District's use of the Easement. The District shall not bury any trash or waste material of any kind on the Easement Property.

4. Property Title. This Easement does not convey any fee simple interest or any other right or interest in or to the Easement Property except for the limited rights and purposes specifically granted herein, and this Easement covers no property other than the Easement Property. The Easement herein given to the District is subject to all encumbrances, conditions and reservations upon or under which Blackstone holds the Easement Property. The District shall coordinate with any holder of any other easement on or adjacent to the Easement Property to ensure that such easement is not interfered with or otherwise violated.

5. Blackstone's Rights. Blackstone reserves and retains the rights to (a) grant other rights and easements across, over or under the Easement Property to such other persons and entities as Blackstone deems proper; provided, however, that such other grant does not unreasonably interfere with the use of the Easement by the District for the purpose set forth herein, and (b) use the land within the Easement Property for any purpose consistent with the rights herein conveyed to the District. This Easement is further subject to golf related operations and activities conducted at, from or in the vicinity of any golf course operated on Blackstone's adjacent property, including without limitation: (a) retrieval of golf balls, including the right to enter on non-enclosed or non-barricaded portions of the Easement Property for that purpose; (b) free and unobstructed flight of golf balls over, across or upon the Easement Property; (c) play of golf, including the doing of every act necessary and incident to the playing of golf; (d) creation of noise which may occur from early morning to late evening related to the normal maintenance and operation of any golf course and other recreational activities on Blackstone's property; and

(e) overspray of herbicides, fungicides, pesticides, fertilizers and water over portions of the Easement Property.

6. Governing Law. The Parties hereby expressly agree that the terms and conditions of this Easement, and the subsequent performance under this Easement, shall be construed and controlled by the laws of the State of Colorado.

7. Liens. The District, on behalf of itself, its officers, agents, employees, contractors, suppliers, and all other persons under contract with the District (each individually referred to herein as, a "District Party" and collectively as, "District Parties"), covenants and agrees that the District and all District Parties shall (i) perform all work permitted under this Easement in a diligent, expeditious and safe manner, (ii) comply with all applicable laws and governmental regulations, and (iii) keep the Easement Property free and clear of all mechanics' and materialmen's liens and other liens arising out of the entry under this Easement by the District and the District Parties. Nothing in this Easement authorizes any contractor or subcontractor of the District to encumber any portion of the Easement Property or any real property adjacent thereto that is owned by Blackstone ("Blackstone's Property") with any liens, including without limitation mechanics liens. The District shall not allow any liens to be placed on or filed against Blackstone's Property related in any manner to any activities by, through or on behalf of the District pursuant to this Easement. If any such lien is filed, the District shall (i) cause such lien to be released, discharged or otherwise settled so as not to encumber any portion of Blackstone's Property within ten (10) days after filing; (ii) cooperate with Blackstone in any action to remove such lien and (iii) to the extent permitted by the laws and constitution of the State of Colorado, indemnify, defend and hold Grantor harmless from any such lien. The rights and obligations hereunder shall survive termination or expiration of this Agreement.

8. Environmental. The District shall not, and shall not permit any District Party to, transport, locate, generate, manufacture, install, use or dispose on or about the Easement Property any Hazardous Substances (hereinafter defined), except in accordance with applicable Environmental Laws (hereinafter defined). Further, the District shall not cause or permit any Hazardous Substances to be disposed of on or about the Easement Property or to contaminate or be released or discharged into the environment, the soil, the atmosphere, any water course or any ground water on the Easement Property except in accordance with applicable Environmental Laws. For purposes of this Easement, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture that is defined in, included under or regulated by any local, state or federal law, rule, ordinance or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Marine Protection Research and Sanctuaries Act, the Occupational Safety and Health Act, the Superfund Amendments and Reauthorization Act of 1986, and all other superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

9. Subjacent and Lateral Support. The District shall have the right of subjacent and lateral support for the Improvements. Blackstone shall not take any action that would impair the lateral or subjacent support for the Improvements.

10. Indemnification. To the extent permitted by the Colorado Constitution, the laws of the State of Colorado, and other applicable law, the District hereby agrees that it will indemnify, defend and hold harmless Blackstone and Blackstone's officers, directors, members, managers, partners, shareholders, employees, agents, contractors and any affiliates or subsidiaries of the foregoing (each individually a "Blackstone Party" and collectively referred to as, "Blackstone Parties") from and against any and all expenses, suits, actions, judgments or claims brought or made on account of any injuries or damages received or sustained by any person or persons or property, that are caused by the District in connection with the District's use of the Easement Property or any work performed by the District thereon. In addition to and not in limitation of the immediately preceding sentence, the District, for and on behalf of the District and the District's successors and assigns, does hereby irrevocably release, acquit, and forever discharge Blackstone and the Blackstone Parties of and from any and all liabilities, claims, demands, damages, causes of action, expenses, costs, attorneys fees and compensations of whatsoever kind resulting from the flight of errant golf balls.

11. Enforcement. This Easement may be enforced by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of this Easement either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and the enforcing party shall be entitled to relief by way of injunction as well as any other remedy either at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of this Easement shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach. The obligations of the District set forth herein shall survive any termination of this Easement.

12. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. (the "CGIA") The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Easement the monetary limitations or any other rights immunities or protections afforded by the CGIA as the same may be amended, and no elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Easement or any assignment and assumption thereof. Notwithstanding the foregoing, the District shall maintain at a minimum the

following insurance coverages: (a) general liability coverage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (b) directors and officer's liability coverage (errors and omissions).

13. Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of any obligations of the District pursuant to this Agreement, to the extent such obligations exist, requiring budgeting and appropriation of funds are subject to annual budgeting and appropriation. The Parties expressly understand and agree that the District's obligations under this Agreement, to the extent that such obligations exist, shall extend only to monies appropriated for the purposes of this Agreement by the Board of Directors of the District and shall not constitute a mandatory charge, requirement or liability in an ensuing fiscal year beyond the then-current fiscal year.

14. Runs with the Land. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the Parties and their respective legal representatives, heirs, administrators, successors and assigns and to any successor owner of Blackstone's fee interest in the Easement Property. The rights and responsibilities set forth in this Easement are intended to and shall be covenants on the Easement Property and are to run with the land.

15. Notice. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) hand delivered, (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other, or (iii) by Federal Express, UPS, or other nationally recognized overnight delivery service, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by certified mail shall be deemed received on a date three days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt. All notices sent by overnight delivery service shall be deemed received on the next business day.

If to Blackstone: CC BLACKSTONE, LLC
Blackstone Country Club
7777 South Country Club Parkway
Aurora, CO 80016
Attention: General Manager

With a copy to:
CC BLACKSTONE, LLC
3030 LBJ Freeway, Suite 600
Dallas, Texas 75234
Attn: General Counsel

If to the District: HIGH PLAINS METROPOLITAN DISTRICT

c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Ste 2000
Centennial, CO 80122
Attn: Clint Waldron

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. No notice to either party hereto shall be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either party hereto.

16. Entire Agreement. The above and foregoing constitute all terms and conditions of this grant and no additional or different oral representation, promise, or agreement shall be binding on the Parties with respect to the subject matter of this instrument.

17. Severability. Invalidation of any one or more of the provisions hereof, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

18. Counterparts. This Easement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the Parties hereto. Signature pages may be detached and reattached to physically form one document.

[signature pages follow]

GRANTEE:

HIGH PLAINS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political subdivision
of the State of Colorado

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

EASEMENT PROPERTY

(See Attached 2 pages)

PARCEL DESCRIPTION

PARCEL OF LAND LOCATED IN SECTION 33, T5S, R65W, 6THP.M. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

A VARIABLE WIDTH SIGN EASEMENT BEING THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE EAST QUARTER CORNER OF SAID SECTION 33 BY A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 25942" AND AT THE NORTHEAST CORNER OF SECTION 33 BY A 2-1/2" ALUMINUM CAP STAMPED "PLS 28656", BEING ASSUMED TO BEAR SOUTH 00°54'16" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT THE SAID EAST 1/4 CORNER OF SECTION 33;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 33, NORTH 00°54'16" WEST A DISTANCE OF 61.13 FEET

THENCE DEPARTING SAID EAST LINE NORTH 89°05'35" WEST A DISTANCE OF 72.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH MONAGHAN ROAD, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 1, BLOCK 1, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 5, REC. NO. 8015636 AND THE POINT OF BEGINNING;

THENCE SOUTH 00°54'25" WEST A DISTANCE OF 4.13 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVE A CENTRAL ANGLE OF 89°11'43", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.92 FEET, WHOSE CHORD BEARS SOUTH 46°16'22" WEST, A CHORD DISTANCE OF 35.11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89°07'47" WEST A DISTANCE OF 6.27 FEET;

THENCE DEPARTING THE SOUTH LINE OF SAID LOT 1, NORTH 00°52'13" EAST A DISTANCE OF 25.00 FEET;

THENCE NORTH 59°39'17" EAST A DISTANCE OF 7.33 FEET;

THENCE SOUTH 89°05'35" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 754 SQUARE FEET OR 0.017 ACRES MORE OR LESS.

I, BRIAN S. SOCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRIAN S. SOCIA, PLS
COLORADO REG NO. 38272
bsocia@bowmanconsulting.com
FOR AND BEHALF OF
BOWMAN CONSULTING GROUP, LTD.

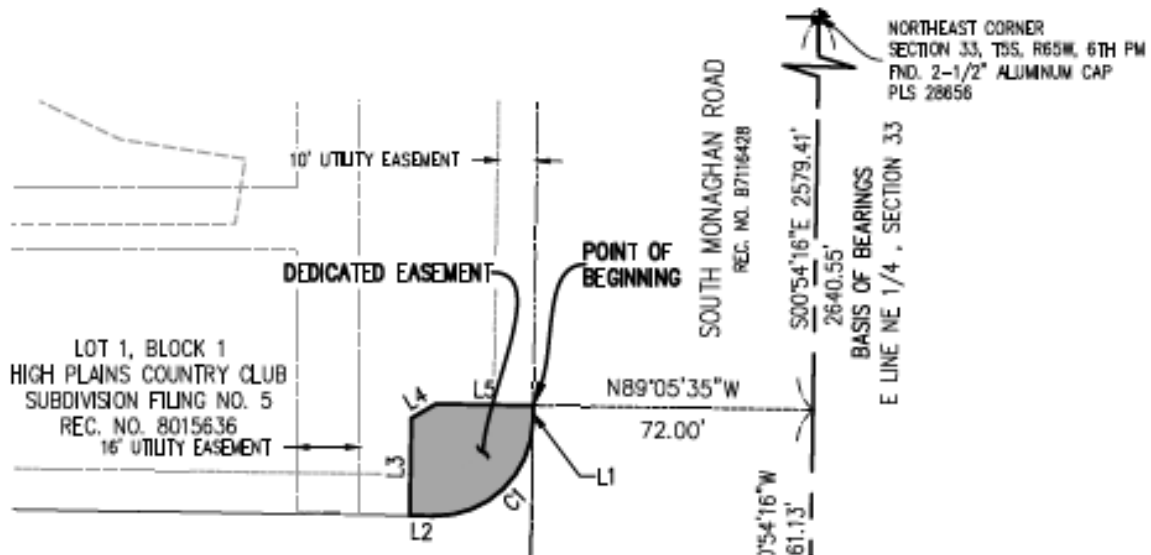
NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOW HEREON.



SEC 33, T5S, R65W 6TH P.M. ARAPAHOE COUNTY COLORADO	SIGN EASEMENT			SHEET 1 OF 2	1526 Cole Blvd., Suite 100, Lakewood, Colorado 80401 Phone: (303) 801-2900 www.bowmanconsulting.com
	BY: DJM	CHK: BS	DATE: 09/22/20		
	BCG PROJECT NO: 020067				

EXHIBIT TO ACCOMPANY PARCEL DESCRIPTION

PARCEL OF LAND LOCATED IN SECTION 33, T5S, R65W, 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	S00°54'25"W	4.13'
L2	N89°07'47"W	6.27'
L3	N00°52'13"E	25.00'
L4	N59°39'17"E	7.33'
L5	S89°05'35"E	25.00'

CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD LENGTH
C1	38.92'	25.00'	89°11'43"	S46°16'22"W	35.11'



SCALE: 1" = 40'

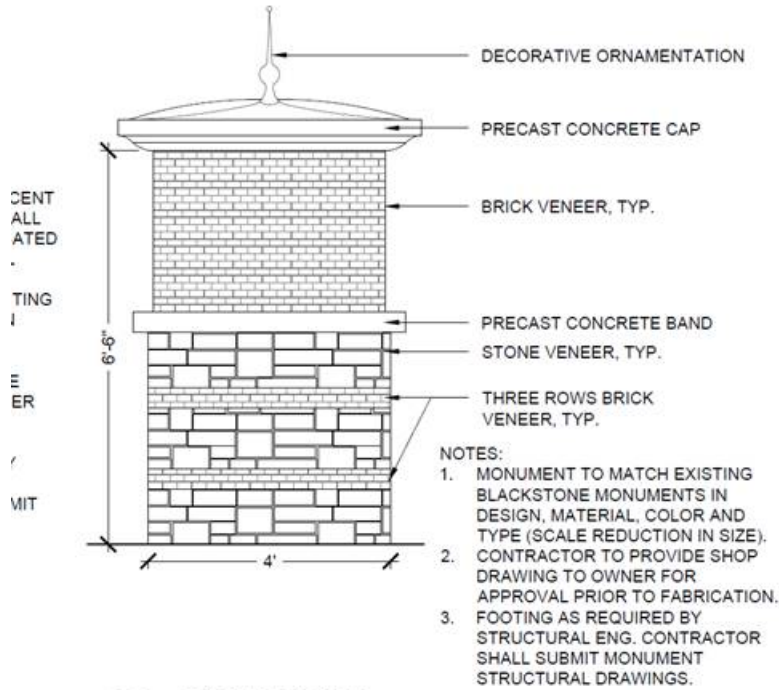
NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED PARCEL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PARCEL CONTAINS 754 SQ. FT OR 0.017 ACRES MORE OR LESS.

SEC 33, T5S, R65W 6TH P.M. ARAPAHOE COUNTY COLORADO	SIGN EASEMENT			SHEET	Bowman CONSULTING 1526 Cole Blvd., Suite 100, Lakewood, Colorado 80401 Phone: (303) 801-2900 www.bowmanconsulting.com	
	BY: DJM	CHK: BS	DATE: 09/22/20			2
	BOG PROJECT NO: 020067					2

EXHIBIT B

ENTRY MONUMENT ILLUSTRATION

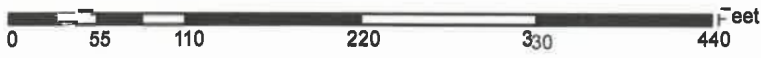
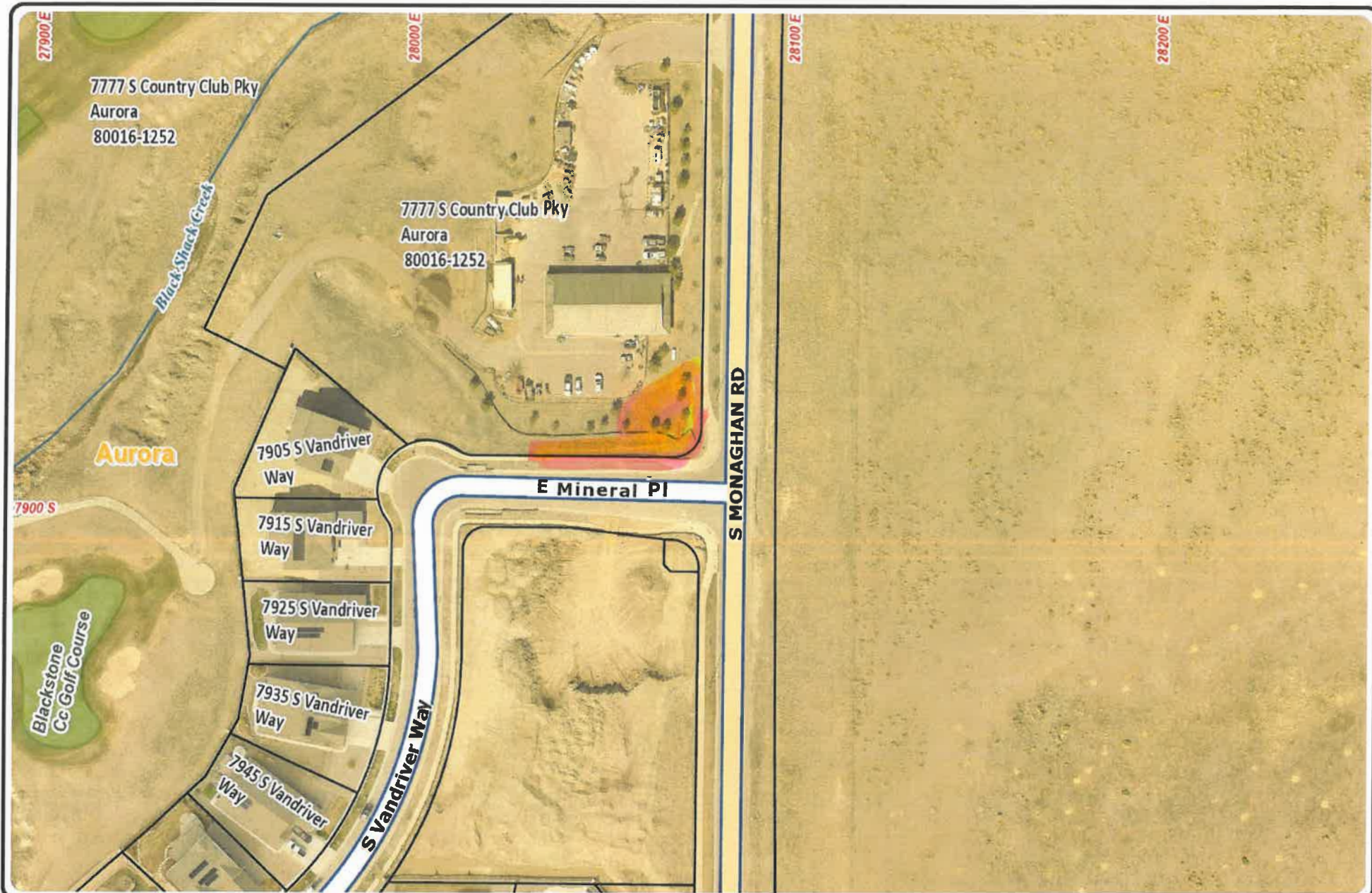


9 MONUMENT

-17

1/2" = 1'-0"

BLCC-21



ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY

Map Generated On: 10/2/2020

Generated by Arapahoe County's ArapaMAP



Map Location

**TERMINATION, ACKNOWLEDGMENT AND RELEASE
AGREEMENT**

This **TERMINATION, ACKNOWLEDGMENT AND RELEASE AGREEMENT** (this “**Termination Agreement**”) is made and entered into as of the 31st day of August, 2020 (“**Effective Date**”), by and between **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LENNAR COLORADO, LLC**, a Colorado limited liability company (“**Lennar**”). The District and Lennar may be referred to in this Termination Agreement collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, the District was organized for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, taxpayers, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, the District and Lennar are parties to a Capital Reimbursement Agreement dated April 14, 2010 (the “**Capital Reimbursement Agreement**”); and

WHEREAS, pursuant to the Capital Reimbursement Agreement, the District agreed to reimburse Lennar for certain advances made thereunder, subject to annual appropriation and only if the District issues bonds in an amount sufficient to reimburse Lennar for all or part of such advances; and

WHEREAS, pursuant to the Capital Reimbursement Agreement, the funds advanced by Lennar have been recorded and/or recognized by the District as specifically set forth and shown in **Exhibit A**, attached hereto and incorporated herein by this reference, and have not yet been repaid (collectively, the “**Advances**”); and

WHEREAS, it is unlikely that the District will have sufficient cash flow or the ability or authorization to issue additional bonds in the future to repay Lennar in full for the Advances; and

WHEREAS, on April 24, 2018, the District adopted a Resolution Establishing Policies and Procedures for the Acceptance of Landscape and Park Improvements (the “**Landscape Acceptance Resolution**”); and

WHEREAS, on August 13, 2018, Lennar requested the District review certain park and landscaping tracts for preliminary acceptance; and

WHEREAS, Lennar has requested that the District own, operate and maintain certain park and landscaping tracts, as such tracts are more particularly described and depicted in **Exhibit B**,

attached hereto and incorporated herein by this reference (each a “**Lennar Tract**” and collectively, the “**Lennar Tracts**”); and

WHEREAS, the District has not yet accepted any Lennar Tracts for ownership, operations or maintenance as all of the requirements of the Landscape Acceptance Resolution have not yet been completed by Lennar; and

WHEREAS, the District and Lennar are parties to a Prepaid Development Fee Agreement dated April 1, 2005 (the “**Prepaid Development Fee Agreement**”); and

WHEREAS, on April 20, 2005, the District adopted a Resolution of the Board of Directors of High Plains Metropolitan District Concerning the Imposition of Development Fees (the “**Development Fee Resolution**”); and

WHEREAS, pursuant to the Development Fee Resolution, a one-time “Development Fee” was established for all property within the District, at the rate of \$3,500 per single-family residential lot, and \$3,500 per 5,000 gross square footage of commercial building; and

WHEREAS, pursuant to the Development Fee Resolution, Lennar owes the District thirteen single-family residential development fees associated with High Plains County Club Subdivision Filing No. 3 (the “**Outstanding Fees**”); and

WHEREAS, the District has agreed, as consideration for this Termination Agreement and subject to Lennar fulfilling the Lennar Obligations (as defined below), to (i) terminate the Capital Reimbursement Agreement, (ii) accept the Lennar Tracts for ownership, operation and maintenance and deem the same in compliance with the Landscape Acceptance Resolution, (iii) terminate the Prepaid Development Fee Agreement and acknowledge and agree that both Parties have fulfilled their respective obligations thereunder, (iv) waive the Outstanding Fees, (v) make a payment to Lennar in the amount of \$1,000,000 within two years from the date of this Termination Agreement (“**District Funding Obligation**”), and (vi) except for the Lennar Obligations, release Lennar from all other obligations and liabilities arising from or related to the subject matter set forth in this Termination Agreement (collectively, the “**District Obligations**”); and

WHEREAS, Lennar, as consideration for this Termination Agreement and subject to the District fulfilling the District Obligations, has agreed to (i) terminate the Capital Reimbursement Agreement and forgive all remaining amounts due pursuant to the Capital Reimbursement Agreement, including the Advances and all interest that has accrued or may accrue on the Advances, (ii) convey the Lennar Tracts to the District for ownership, operation and maintenance, (iii) terminate the Prepaid Development Fee Agreement and acknowledge and agree that both Parties have fulfilled their respective obligations thereunder, (iv) complete the entryway monuments as approved by the City of Aurora and as depicted on Exhibit C, attached hereto and incorporated herein by this reference (“**Monument Improvements**”) and convey the same to the District for ownership, operation and maintenance, (v) complete the remedial drainage and grading work as approved by the City of Aurora and as described in Exhibit D, attached hereto and incorporated herein by this reference (“**Drainage Improvements**”), (vi) pay when due all amounts due to the City with respect to the traffic signals as noted on Exhibit E, attached hereto and incorporated herein by this

reference (the “**Traffic Signal Payments**”), and (vii) except for the District Obligations, release the District from all other obligations and liabilities arising from or related to the subject matter set forth in this Termination Agreement (collectively, the “**Lennar Obligations**”); and

WHEREAS, the Board has found and determined that entering into this Termination Agreement is in the best interests of the District and its taxpayers, property owners and residents; and

WHEREAS, the Parties expressly acknowledge and agree that this Termination Agreement (i) is the result of good-faith negotiations conducted by and between the Parties; (ii) represents the sole consideration for this Termination Agreement; and (iii) constitutes fair and reasonable consideration for the obligations and releases of the respective Parties.

NOW THEREFORE, in consideration of the Recitals above, the mutual promises, covenants, and undertakings contained in this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination of Capital Reimbursement Agreement. Upon the District fulfilling the District Obligations (including without limitation the District timely fulfilling the District Funding Obligation), the Capital Reimbursement Agreement shall automatically terminate in its entirety, and this Termination Agreement shall be evidence of termination of the Capital Reimbursement Agreement in its entirety, without any further action by the Parties.

2. Contribution and Forgiveness of Advances. The Parties further agree and acknowledge that, subject to the District fulfilling the District Obligations (including without limitation the District timely fulfilling the District Funding Obligation), all amounts remaining due and outstanding to Lennar under the Capital Reimbursement Agreement, including all Advances and accrued interest, shall be automatically forgiven in their entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by Lennar, and there shall be no further obligation, present or future, of the District to pay or reimburse Lennar with respect to such amounts or any other amounts under the Capital Reimbursement Agreement. Notwithstanding anything to the contrary contained in this Termination Agreement, subject to Lennar fulfilling the Lennar Obligations, effective as of the Effective Date, Lennar shall have no further obligations or commitments to the District in the Capital Reimbursement Agreement, if any.

3. Conveyance and Acceptance of Lennar Improvements. Effective upon Lennar’s completion of all required improvements on a Lennar Tract in accordance with plans and specifications approved by the City of Aurora, at Lennar’s sole cost and expense, Lennar shall convey via Special Warranty Deed such Lennar Tracts to the District, and the District shall accept the same “AS-IS” subject only to Lennar’s assignment to the District of any and all third-party warranties, if any. Lennar shall have no other warranty obligations to the District or any other obligation to complete the remaining requirements of the Landscape Acceptance Resolution and the Lennar Improvements shall be deemed in compliance with the Landscape Acceptance Resolution.

4. Termination of Prepaid Development Fee Agreement. The Prepaid Development Fee Agreement is hereby terminated in its entirety, and this Termination Agreement shall be evidence of termination of the Prepaid Development Fee Agreement in its entirety, effective as of the Effective Date, without any further action by the Parties.

5. Satisfaction of Obligations. The Parties agree that: (i) subject to the District's fulfillment of the District Obligations, the District shall be deemed to have fully satisfied its obligations under the Capital Reimbursement Agreement, the Prepaid Development Fee Agreement and the Development Fee Resolution (collectively, the "**Funding Agreements**"), and the District is released from any further obligations or performance under the Funding Agreements, (ii) subject to Lennar's fulfillment of the Lennar Obligations, Lennar shall be deemed to have fully satisfied its obligations under the Funding Agreements, and Lennar is released from any further obligations or performance under the Funding Agreements. In addition, subject to the each Party's fulfillment of the District Obligations in the case of the District and Lennar Obligations in the case of Lennar, the Parties agree that no default exists with respect to the Funding Agreements, and any and all claims of default under or with respect to the Funding Agreements, whether in existence on the date hereof or otherwise, whether known or unknown, foreseen or unforeseen are hereby waived and released.

6. Waiver and Release. Subject to the District's fulfillment of the District Obligations, Lennar hereby releases and discharges the District, its officials, employees, appointees and legal representatives from any and all liabilities, obligations, duties, claims, rights or causes of action of any kind, known or unknown, that Lennar has or may have or claim to have arising out of the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to Lennar's fulfillment of the Lennar Obligations, the District hereby releases and discharges Lennar, its officials, employees, appointees, shareholders, consultants, agents and legal representatives from any and all liabilities, obligations, duties, claims, rights or causes of action of any kind, known or unknown, that the District has or may have or claim to have arising out of the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to the District's fulfillment of the District Obligations, Lennar agrees not to make a claim against the District with respect to the Funding Agreements, the performance or non-performance of any covenant or condition contained within or contemplated by the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to the Lennar's fulfillment of the Lennar Obligations, the District agrees not to make a claim against Lennar with respect to the Funding Agreements, the performance or non-performance of any covenant or condition contained within or contemplated by the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement.

7. Waiver of Development Fees. Subject to Lennar's completion of the Lennar Obligations the Outstanding Fees are hereby forgiven in their entirety, generally and unconditionally released, waived, acquitted and forever discharged, and there shall be no further obligation, present or future, of Lennar to pay the Outstanding Fees to the District.

8. Payment to Lennar. The District shall pay Lennar the sum of \$1,000,000, in two installments, within two years from the date of this Termination Agreement, and agrees that \$500,000 of such payment shall be paid to Lennar not later than the end of the District's current

fiscal year. The District represents and warrants that effective as of the Effective Date, it has funds sufficient to fulfill the District Funding Obligation.

9. Completion of Entryway Monuments. Lennar shall complete the Monument Improvements in accordance with Exhibit C, at the sole cost and expense of Lennar. Upon completion of the Monument Improvements, including completion of any punch list items and any final inspection(s) as may be required by the City of Aurora, Lennar shall convey via Special Warranty Deed and Bill of Sale (as applicable) the Monument Improvements and associated property interests, if any, to the District, and the District shall accept the same “AS-IS” subject only to Lennar’s assignment to the District of any and all third-party warranties associated with the Monument Improvements, if any. Lennar shall have no other warranty obligations to the District or any other obligation regarding the Monument Improvements.

10. Completion of Drainage Improvements. Lennar shall complete the Drainage Improvements as approved by the City of Aurora, at the sole cost and expense of Lennar. The District shall have no liability for any costs, expenses, damages, or further work associated with the completion of the Drainage Improvements. Upon the City of Aurora’s approval of the completed Drainage Improvements, Lennar shall have no further obligations to the District regarding the Drainage Improvements.

11. Traffic Signals. Lennar acknowledges and agrees it is responsible for the payment of and has paid the Traffic Signal Payments, and that the District has no obligation, present or future, to pay the Traffic Signal Payments. Subject only to Lennar’s fulfillment of the Traffic Signal Payments, Lennar shall have no other obligations regarding the associated traffic signals.

12. Investigation. Each of the Parties has made such investigation of the facts pertaining to this Termination Agreement as it deems necessary. The Parties understand that if any fact with respect to any matter covered by this Termination Agreement is later found to be other than, or different from, the facts now believed by the Parties to be true, each Party expressly accepts and assumes the risk of such possible difference in facts and agrees that this Termination Agreement shall become and remain effective notwithstanding such different facts.

13. Consultation With Counsel. Each of the Parties represents and warrants that it has presented its respective counsel with this Termination Agreement, that such counsel has had the opportunity to review this Termination Agreement and that each Party is executing this Termination Agreement of its own free will after having received advice from counsel regarding execution of this Termination Agreement.

14. Miscellaneous.

(a) Execution of Additional Documentation. Each Party agrees that at the request of the other Party, it will, at any time hereafter, make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other Party in order that this Termination Agreement may be fully performed in accordance with its intent and provisions.

(b) Severability. If any one or more of the provisions of this Termination Agreement should be ruled wholly or partly invalid or unenforceable by a court or other

government body of competent jurisdiction, then: (i) the validity and enforceability of all provisions of this Termination Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested in this Termination Agreement; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislature, judicial, or administrative action, then the provision(s) in question as originally set forth in this Termination Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(c) Provisions Negotiated and Independent. Each and every provision of this Termination Agreement has been independently, separately and freely negotiated by the Parties as if this Termination Agreement were drafted by all Parties hereto. The Parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either Party.

(d) Governing Law. This Termination Agreement shall be governed by and interpreted under the laws of the state of Colorado without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for any legal action relating to this Termination Agreement shall be exclusive to the District Court in and for the County of Arapahoe, Colorado. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

(e) Successors and Assigns; Affiliates. This Termination Agreement and all of the provisions hereof shall be binding upon the Parties and their respective heirs, successors and assigns. The waivers and releases benefitting Lennar shall extend to any other affiliates of Lennar that are parties to or otherwise have any obligations in respect of the agreements and subject matter contained herein in the same manner and effective as of the same time as that provided to Lennar herein.

(f) Governmental Immunity. Nothing in this Termination Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

(g) Attorneys' Fees. In the event any action, suit or legal proceedings arising out of or relating to this Termination Agreement is brought to enforce this Termination Agreement or the terms hereof, or to declare rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees, expert fees and costs on issues they prevail upon in connection therewith, including enforcement of judgment and/or appeal or in connection with bankruptcy or insolvency proceedings. This Termination Agreement may be introduced in

any action or proceeding to enforce this Termination Agreement or the rights or obligations of any Party under this Termination Agreement.

(h) Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Termination Agreement, to the extent that such obligations exist, requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Parties expressly understand and agree that the District's obligations under this Termination Agreement, to the extent that such obligations exist, shall extend only to monies appropriated for the purposes of this Termination Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Termination Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Termination Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Termination Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Termination Agreement.

(i) Amendment or Modification. The Parties may amend or modify this Termination Agreement only by written instrument executed by the Parties.

(j) Time is of the Essence. The Parties acknowledge and agree that time is of the essence and that each shall act promptly and diligently to accomplish the terms this Termination Agreement set forth above without undue delay.

(k) Headings. The headings of paragraphs in this Termination Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Termination Agreement.

(l) No Waiver. The failure of any Party to insist upon compliance with any of the provisions of this Termination Agreement or the waiver of any such provision, in any instance, shall not be construed as a general waiver or relinquishment by such Party of any other provision of this Termination Agreement.

(m) No Reliance. Each of the Parties represents and warrants that, except for the representations and warranties specifically set forth in this Termination Agreement, in executing this Termination Agreement, it does not rely, and has not relied on any representation or statement made by any other Party to this Termination Agreement, on any representation or statement made anyone acting on behalf of any Party to this Termination Agreement, or any representation or statement made by any other person.

(n) Authority of Signatories. Each of the Parties to this Termination Agreement represents and warrants that it is authorized to enter into this Termination Agreement and that any required consents, authorizations or approvals have been obtained.

(o) Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the parties hereto. Signature pages may be detached and reattached to physically form one document.

Signature page follows.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement on the Effective Date. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Termination Agreement.

HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Shawn P. McGoff
Shawn P. McGoff (Sep 3, 2020 14:30 MDT)

Officer

ATTEST:

By: Jill Shadwell
Jill Shadwell (Sep 3, 2020 12:46 MDT)

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: Jeffery Cox
Name: Jeffery Cox
Its: Vice President

Signature page to Termination, Acknowledgement and Release Agreement

Lennar - Termination Acknowledgment and Release Agreement

Final Audit Report

2020-09-03

Created:	2020-09-03
By:	Dana Anderson (danderson@wbapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArILzi-i_MP2IGjasOuCzvn9DqNMhL6O

"Lennar - Termination Acknowledgment and Release Agreement" History









-  Document created by Dana Anderson (danderson@wbapc.com)
2020-09-03 - 6:43:58 PM GMT- IP address: 50.209.233.181
-  Document emailed to Shawn P. McGoff (mcgoffs@comcast.net) for signature
2020-09-03 - 6:45:11 PM GMT
-  Document emailed to Jill Shadwell (jillshadwell1@gmail.com) for signature
2020-09-03 - 6:45:11 PM GMT
-  Email viewed by Jill Shadwell (jillshadwell1@gmail.com)
2020-09-03 - 6:45:17 PM GMT- IP address: 66.102.6.230
-  Document e-signed by Jill Shadwell (jillshadwell1@gmail.com)
Signature Date: 2020-09-03 - 6:46:16 PM GMT - Time Source: server- IP address: 65.112.193.146
-  Email viewed by Shawn P. McGoff (mcgoffs@comcast.net)
2020-09-03 - 8:29:49 PM GMT- IP address: 73.229.86.232
-  Document e-signed by Shawn P. McGoff (mcgoffs@comcast.net)
Signature Date: 2020-09-03 - 8:30:14 PM GMT - Time Source: server- IP address: 73.229.86.232
-  Signed document emailed to Jill Shadwell (jillshadwell1@gmail.com), Dana Anderson (danderson@wbapc.com) and Shawn P. McGoff (mcgoffs@comcast.net)
2020-09-03 - 8:30:14 PM GMT

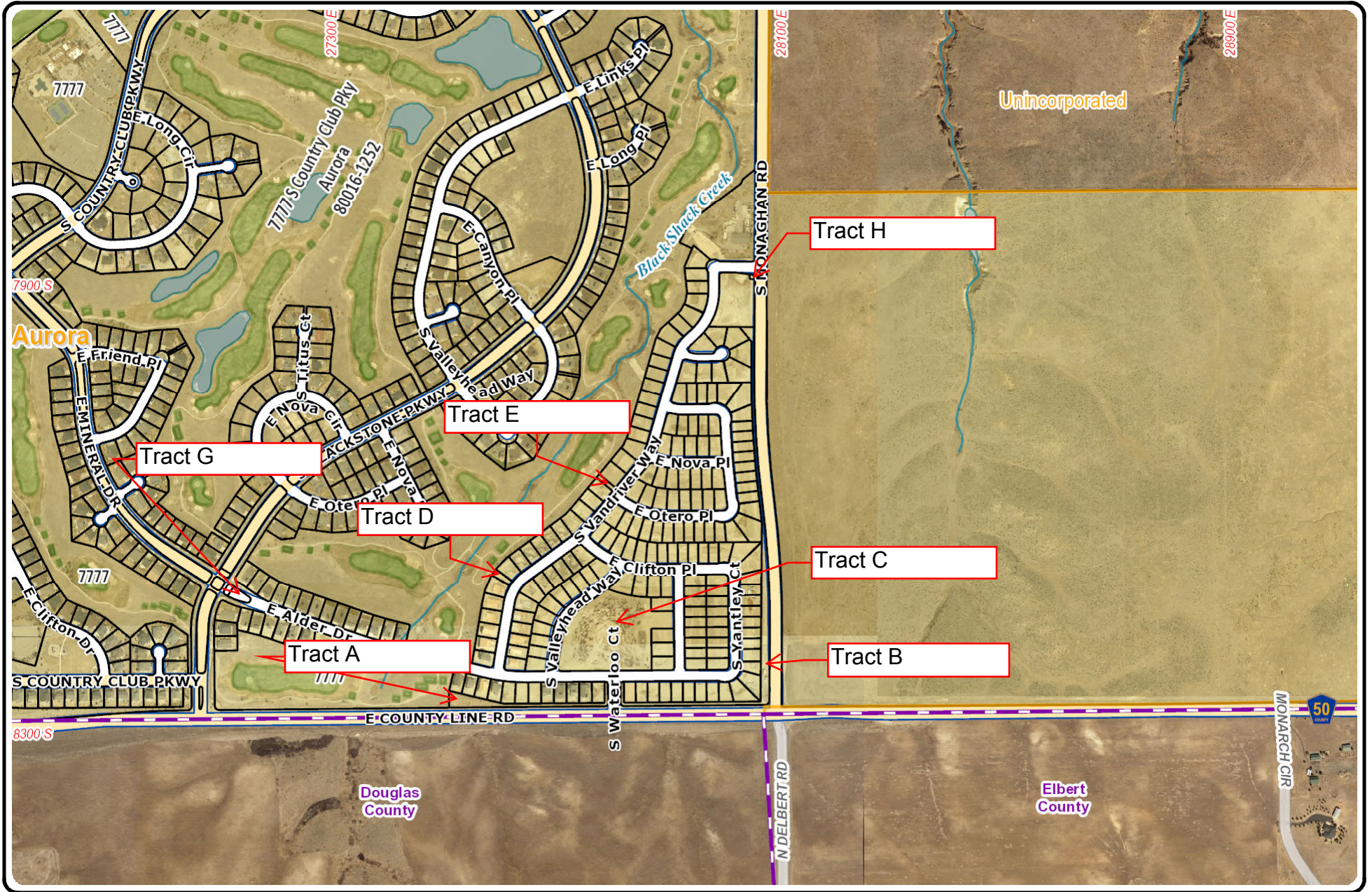
EXHIBIT A
Advances

High Plains Metropolitan District
 Reimbursement Agreement - Lennar - Capital
 No Compounding, 365 Day Year
 7.00%

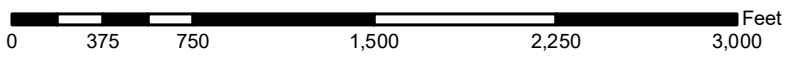
Date	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
				Interest	Principal	Total
1/1/2015	Beginning Balance			9,251,740.00	15,530,600.00	24,782,340.00
12/31/2015	Accrued Interest	1,087,142.00	-	10,338,882.00	15,530,600.00	25,869,482.00
12/31/2016	Accrued Interest	1,087,142.00	-	11,426,024.00	15,530,600.00	26,956,624.00
12/31/2017	Accrued Interest	1,087,142.00	-	12,513,166.00	15,530,600.00	28,043,766.00
12/31/2018	Accrued Interest	1,087,142.00	-	13,600,308.00	15,530,600.00	29,130,908.00
12/31/2019	Accrued Interest	1,087,142.00	-	14,687,450.00	15,530,600.00	30,218,050.00
1/31/2020	Accrued Interest	92,332.61		14,779,782.61	15,530,600.00	30,310,382.61
2/29/2020	Accrued Interest	83,397.19		14,863,179.80	15,530,600.00	30,393,779.80
3/31/2020	Accrued Interest	92,332.61		14,955,512.41	15,530,600.00	30,486,112.41
4/30/2020	Accrued Interest	89,354.14		15,044,866.55	15,530,600.00	30,575,466.55
5/31/2020	Accrued Interest	92,332.61		15,137,199.16	15,530,600.00	30,667,799.16
6/30/2020	Accrued Interest	89,354.14		15,226,553.29	15,530,600.00	30,757,153.29
7/31/2020	Accrued Interest	92,332.61		15,318,885.90	15,530,600.00	30,849,485.90
8/31/2020	Accrued Interest	92,332.61		15,411,218.51	15,530,600.00	30,941,818.51

EXHIBIT B
Lennar Tracts

1. Tract A, High Plains Country Club Sub Filing No. 3 (2071-33-4-09-013)
2. Tract B, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-073)
3. Tract C, High Plains Country Club Sub Filing No. 3 (2071-33-4-11-009)
4. Tract D, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-034)
5. Tract E, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-035)
6. Tract G, High Plains Country Club Sub Filing No. 3 (2071-33-3-13-008)
7. Tract H, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-075)



High Plains Metro - Tract Acceptance



ARAPAHOE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THIS MAP OR THE DATA THAT IT DISPLAYS. ARAPAHOE COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY TO ANY USER. THIS MAP IS NOT A LEGAL DOCUMENT. IT IS INTENDED TO SERVE AS AN AID IN GRAPHIC REPRESENTATION ONLY.

Map Generated On: 8/20/2020

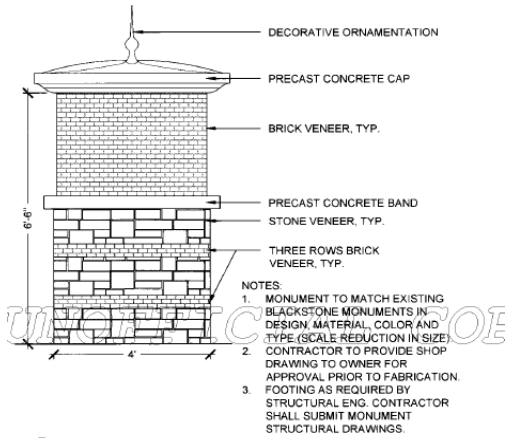
Generated by Arapahoe County's ArapaMAP



Map Location

EXHIBIT C

Entryway Monuments



9 MONUMENT
1/2" = 1'-0" BLCC-21

Reception #: 02071373, Plat BK 507 Page 47, 27 OF 38

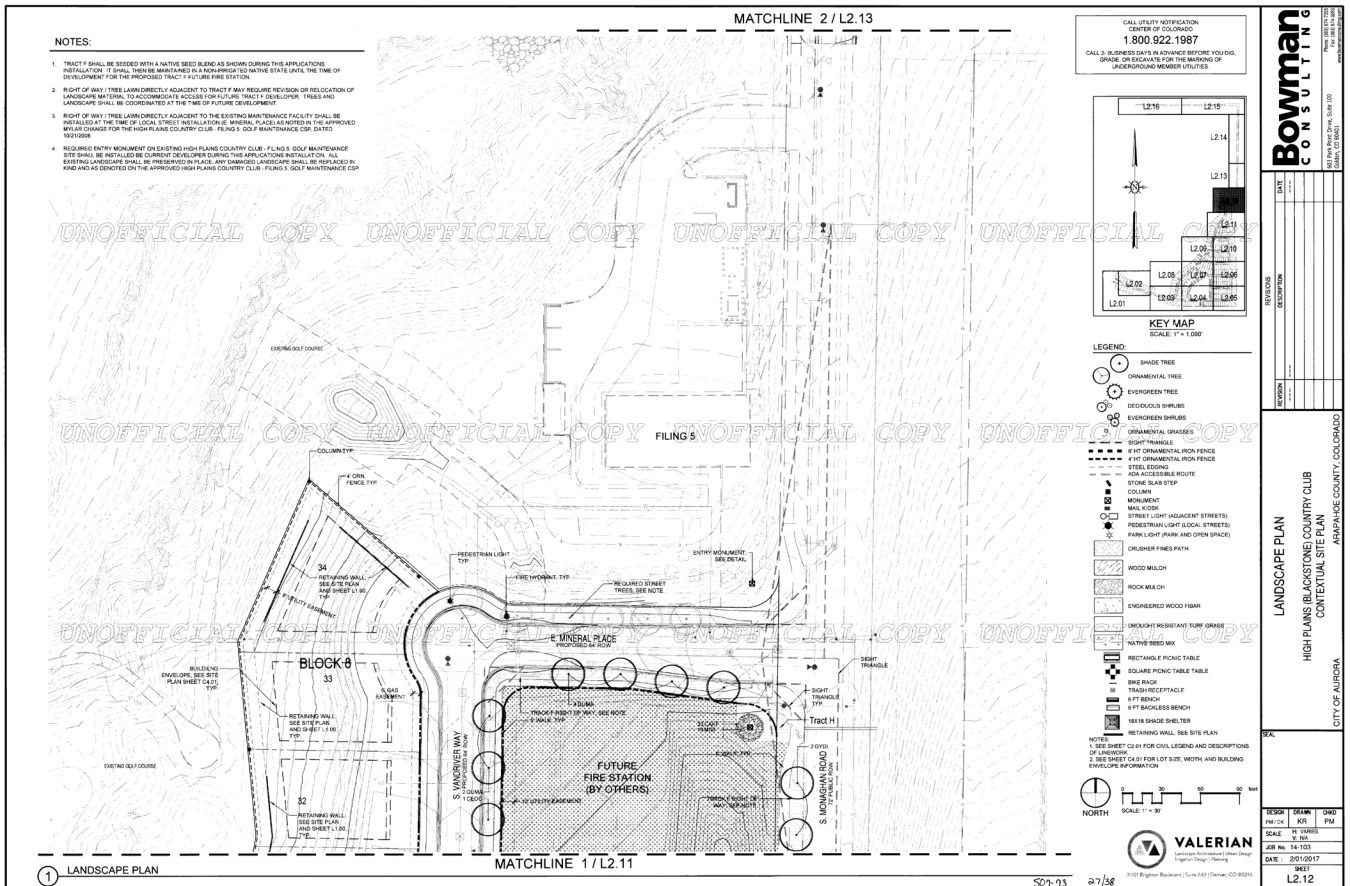


EXHIBIT D

Drainage Improvements

[See attached sheets]

Janet Bender

June 30, 2020

Janet Bender, PE

City of Aurora Development Services Engineering

15151 E. Alameda Pkwy

Aurora, Colorado 80012

**RE: Letter to Supplement Drainage Revision
Tract E – High Plains (Blackstone) Country Club Filing 3 EDR 216080**

Dear Janet,

The purpose of this drainage letter is to describe the existing poorly drained area and the improvement to address this deficiency with the area adjacent to Tract E in High Plains (Blackstone) Country Club Filing 3, in the city of Aurora, Colorado. The drainage improvement will be an amendment to the High Plains (Blackstone) Country Club Filing 3 plan set prepared 2/20/2017 by Bowman Consulting.

The swale proposed as part of the plan set prepared 2/20/2017 was not constructed properly and does not have capacity for the 100-year overflow from inlet 165C. The swale was originally proposed as a 12" D50 rip rap lined swale with 3:1 side slopes and a 10% longitudinal slope. Instead, the tract is currently a grassy area with longitudinal slopes between 7% and 17% and water drains towards the property lines of lots 16 and 17. Additionally, there is an existing berm at the north property line of Tract E which prevents drainage from reaching the golf course as intended and instead creates drainage issues for the adjacent lots.

To remediate the drainage issue, a new swale design is being proposed in Tract E and in part of the golf course. The swale will be sloped at 9.6% down Tract E and then at 2.0 inside of the golf course. As proposed in the original design, the swale will have adequate capacity for the 100-year overflow from inlet 165C (114.2 CFS) as well as 1' of freeboard within Tract E. Two stem walls of approximately 80 LF each are proposed along both sides of the Tract at the top of the proposed berms with a height between 0.5' and 1.2' above the top of the proposed berms. The berms are proposed to prevent the swale from cutting too deeply into the existing ground and requiring a dry utility lowering while still maintaining the required capacity and 1' of freeboard within the swale. The swale will be lined with rip rap as per the original approved drainage report, with D50=12" size, matching the manning's number previously determined for the rip rap, $n=0.04$.

The ownership of the golf course is aware of the proposed grading improvements to their property and has acknowledged the drainage that will flow on their property towards the existing rip rap on the west side of the existing fairway.

The proposed swale will be maintained by the High Plains Metropolitan District within Tract E and the

Blackstone County Club (ClubCorp) will be responsible for maintaining the swale within the golf course property. To ensure that the swale performs correctly, it should be monitored by the responsible parties (High Plains Metropolitan District and Blackstone Country Club) for any damage or signs of erosion. The swale should be repaired, and the slopes should be stabilized as needed when signs of erosion are evident.

If you have any questions, please do not hesitate to contact us.

Sincerely,



FACSIMILE

This electronic plan is a facsimile of the
signed and sealed PDF set



Date 6/30/2020

Zane Ross

Zane Ross, P.E., LEED AP

Bowman Consulting

1526 Cole Blvd, Suite 100

Lakewood, CO 80101

(303) 802-2911

Enclosures:

- 1) Swale Capacity Calculations



June 15, 2020

ClubCorp Blackstone, LLC
dba: Blackstone Country Club
7777 S. Country Club Pkwy
Aurora, CO 80016

Subject: Vandriver (Tract E) Storm Inlet

TO:
Tony Tebsherani
City of Aurora
Public Works
15151 E. Alameda Pkwy., 3rd Floor
Aurora, CO 80012

Dear Mr. Tebsherani:

This letter is to confirm that ClubCorp Blackstone LLC has reviewed the plans submitted by Lennar and agrees to release the City of Aurora from liability to ClubCorp Blackstone resulting from emergency overflow water from the storm outlet in Vandriver (Tract E). ClubCorp Blackstone LLC also understands it is responsible for maintenance of this project on its property only.

Respectfully submitted,

Jon D. Maddern
Regional Director of Agronomy – Pacific Region
ClubCorp
3030 LBJ Freeway; Suite 600
Dallas, TX 75234

May 11th, 2020

City of Aurora
Engineering Department
15151 E. Alameda Pkwy, Ste. 3200
Aurora, Colorado 80012

RE: Blackstone Tract E Maintenance

To Whom It May Concern:

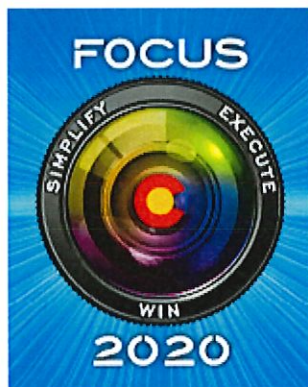
This letter will confirm that Lennar will maintain the proposed riprap channel and stem walls to be construction in Tract E. Upon Lennar transferring Tract E over to the High Plains Metropolitan District, the Metro District will then be responsible for the maintenance of the riprap channel and stem walls.

Sincerely,



Mike Pekas

Land Area Manager
Lennar of Colorado
9193 Jamaica St. #400
Englewood, Colorado 80112
303-946-8939



Channel Report

SECTION A-A

Trapezoidal

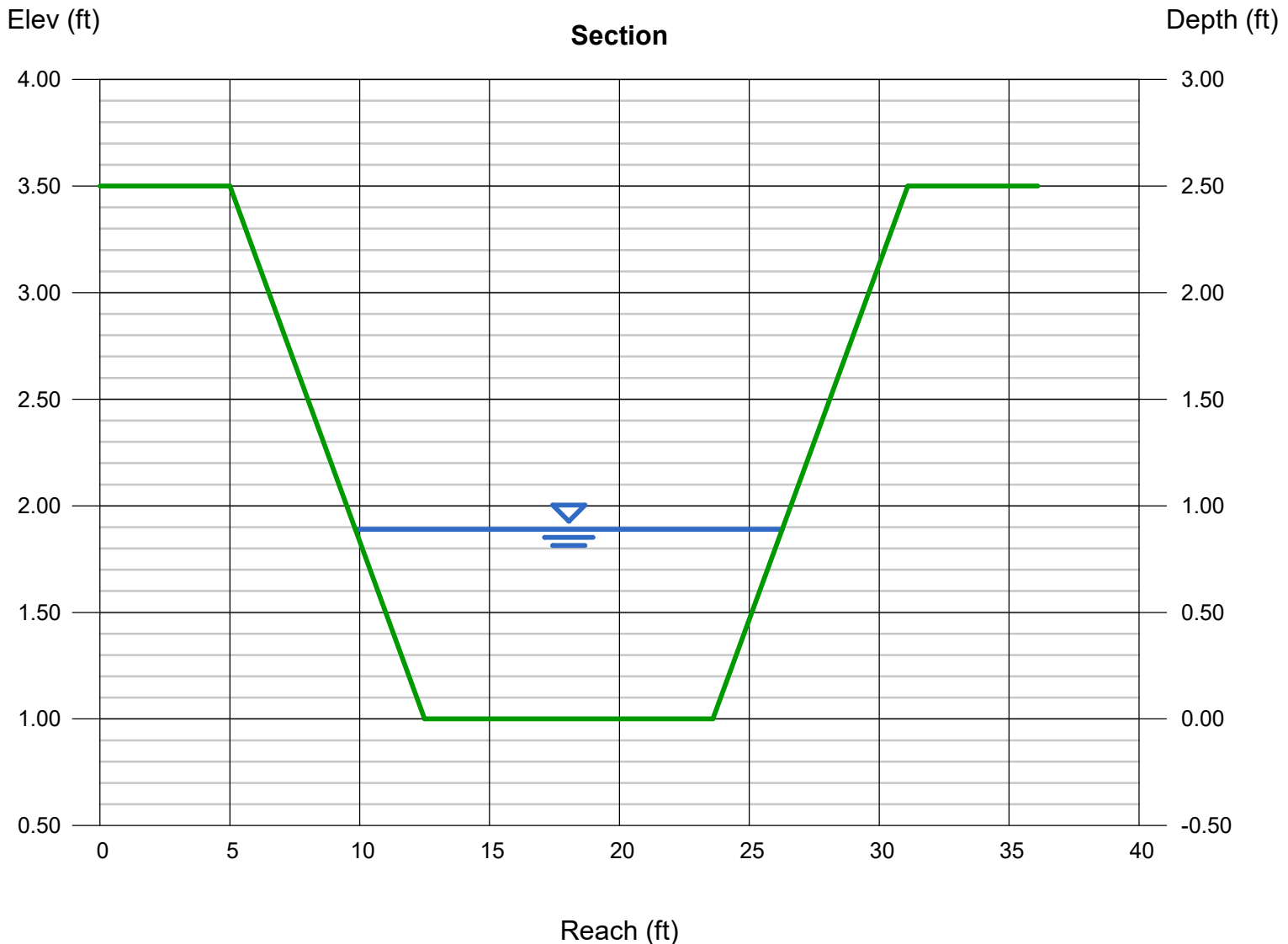
Bottom Width (ft) = 11.10
Side Slopes (z:1) = 3.00, 3.00
Total Depth (ft) = 2.50
Invert Elev (ft) = 1.00
Slope (%) = 9.60
N-Value = 0.040

Highlighted

Depth (ft) = 0.89
Q (cfs) = 114.20
Area (sqft) = 12.26
Velocity (ft/s) = 9.32
Wetted Perim (ft) = 16.73
Crit Depth, Yc (ft) = 1.32
Top Width (ft) = 16.44
EGL (ft) = 2.24

Calculations

Compute by: Known Q
Known Q (cfs) = 114.20



Channel Report

Section B-B

User-defined

Invert Elev (ft) = 6108.06
Slope (%) = 9.60
N-Value = 0.040

Highlighted

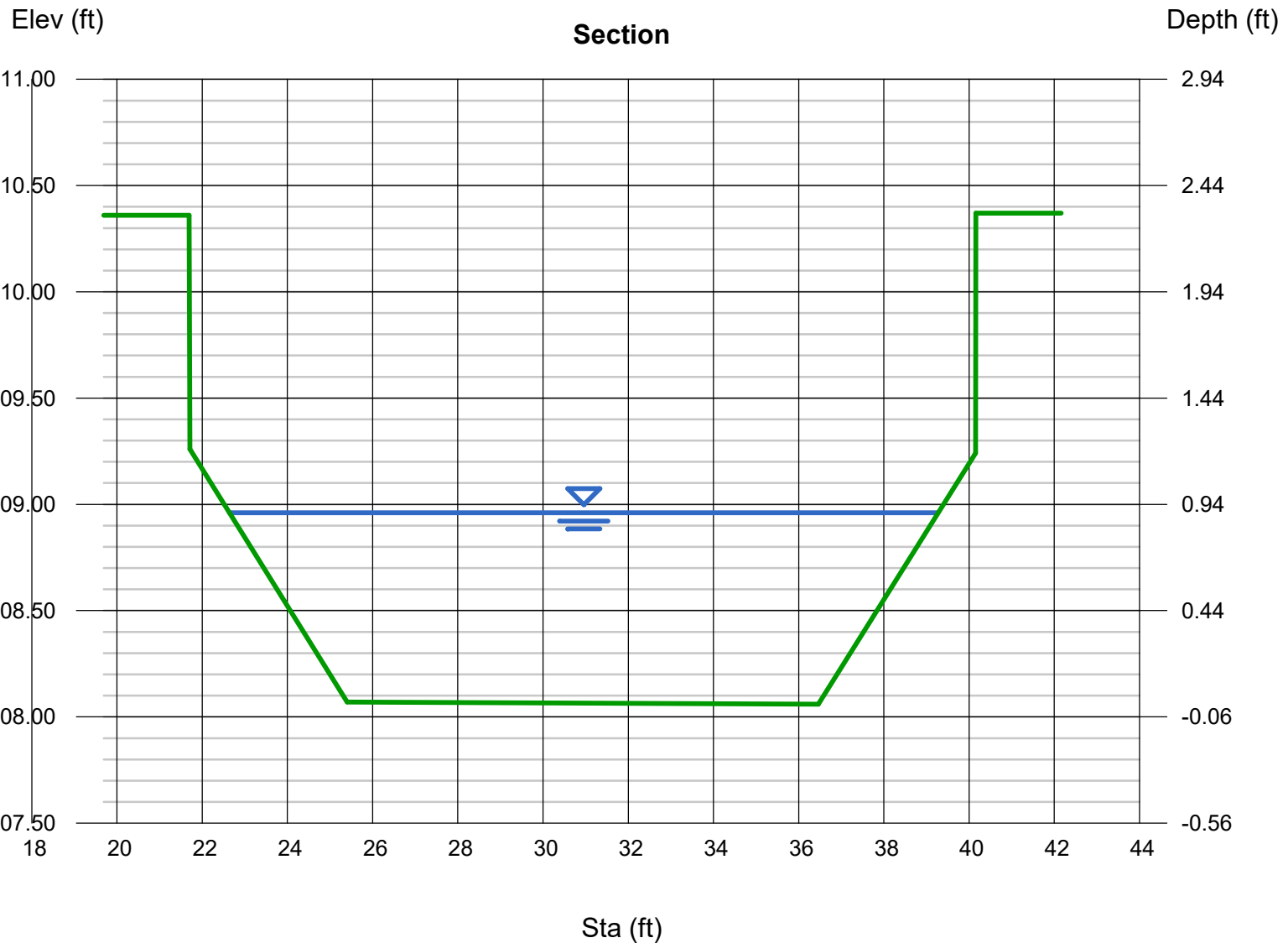
Depth (ft) = 0.90
Q (cfs) = 114.20
Area (sqft) = 12.39
Velocity (ft/s) = 9.21
Wetted Perim (ft) = 16.91
Crit Depth, Yc (ft) = 1.31
Top Width (ft) = 16.63
EGL (ft) = 2.22

Calculations

Compute by: Known Q
Known Q (cfs) = 114.20

(Sta, El, n)-(Sta, El, n)...

(21.69, 6110.36)-(21.71, 6109.26, 0.040)-(25.40, 6108.07, 0.040)-(36.46, 6108.06, 0.040)-(40.15, 6109.24, 0.040)-(40.16, 6110.37, 0.040)



Channel Report

SECTION C-C

User-defined

Invert Elev (ft) = 6104.39
Slope (%) = 9.60
N-Value = 0.040

Highlighted

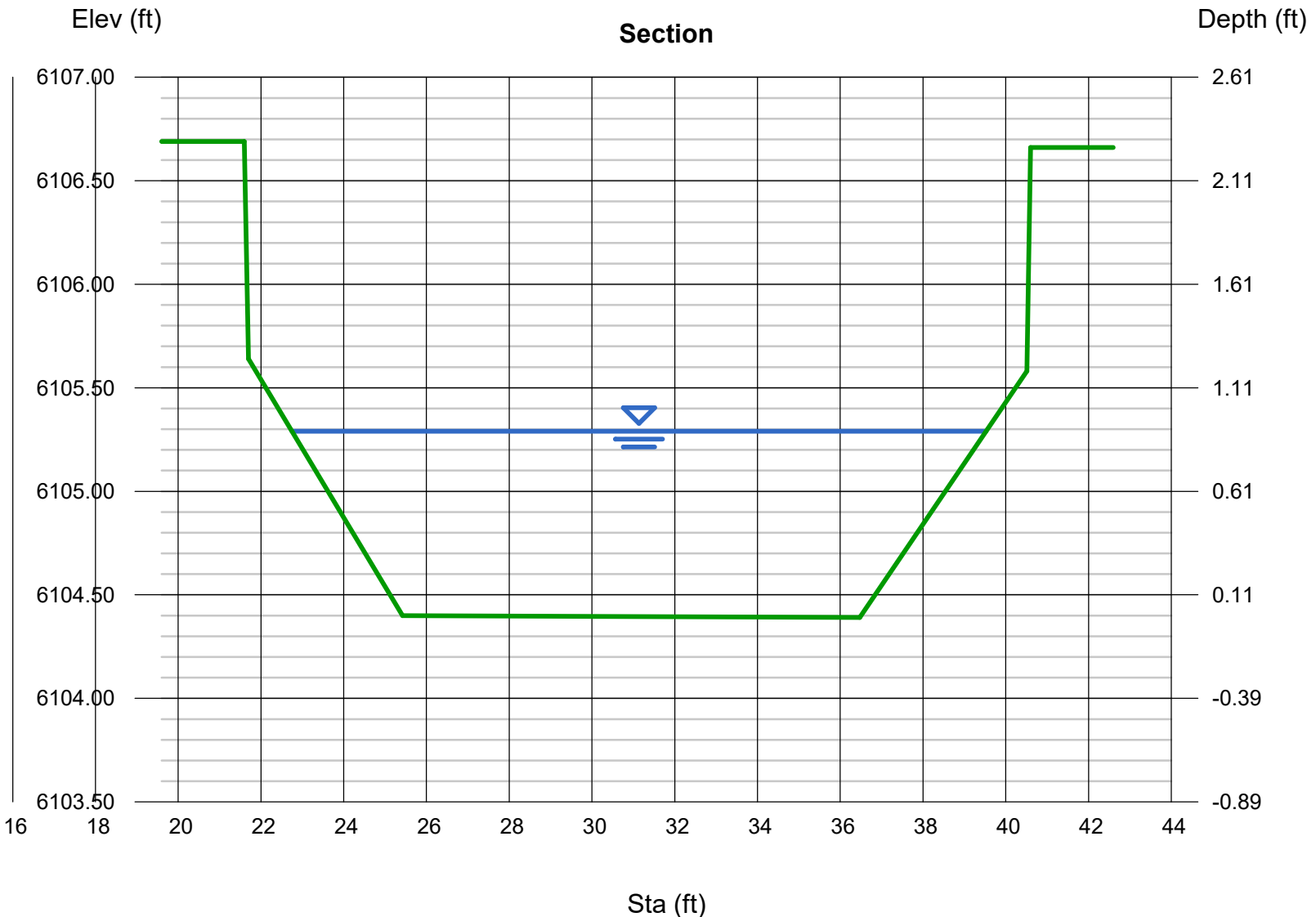
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Q (cfs) = 114.20
Area (sqft) = 12.45
Velocity (ft/s) = 9.17
Wetted Perim (ft) = 17.05
Crit Depth, Yc (ft) = 1.31
Top Width (ft) = 16.78
EGL (ft) = 2.21

Calculations

Compute by: Known Q
Known Q (cfs) = 114.20

(Sta, El, n)-(Sta, El, n)...

(21.60, 6106.69)-(21.70, 6105.64, 0.040)-(25.42, 6104.40, 0.040)-(36.47, 6104.39, 0.040)-(40.51, 6105.58, 0.040)-(40.60, 6106.66, 0.040)



Channel Report

SECTION D-D

User-defined

Invert Elev (ft) = 6102.06
Slope (%) = 9.60
N-Value = 0.040

Highlighted

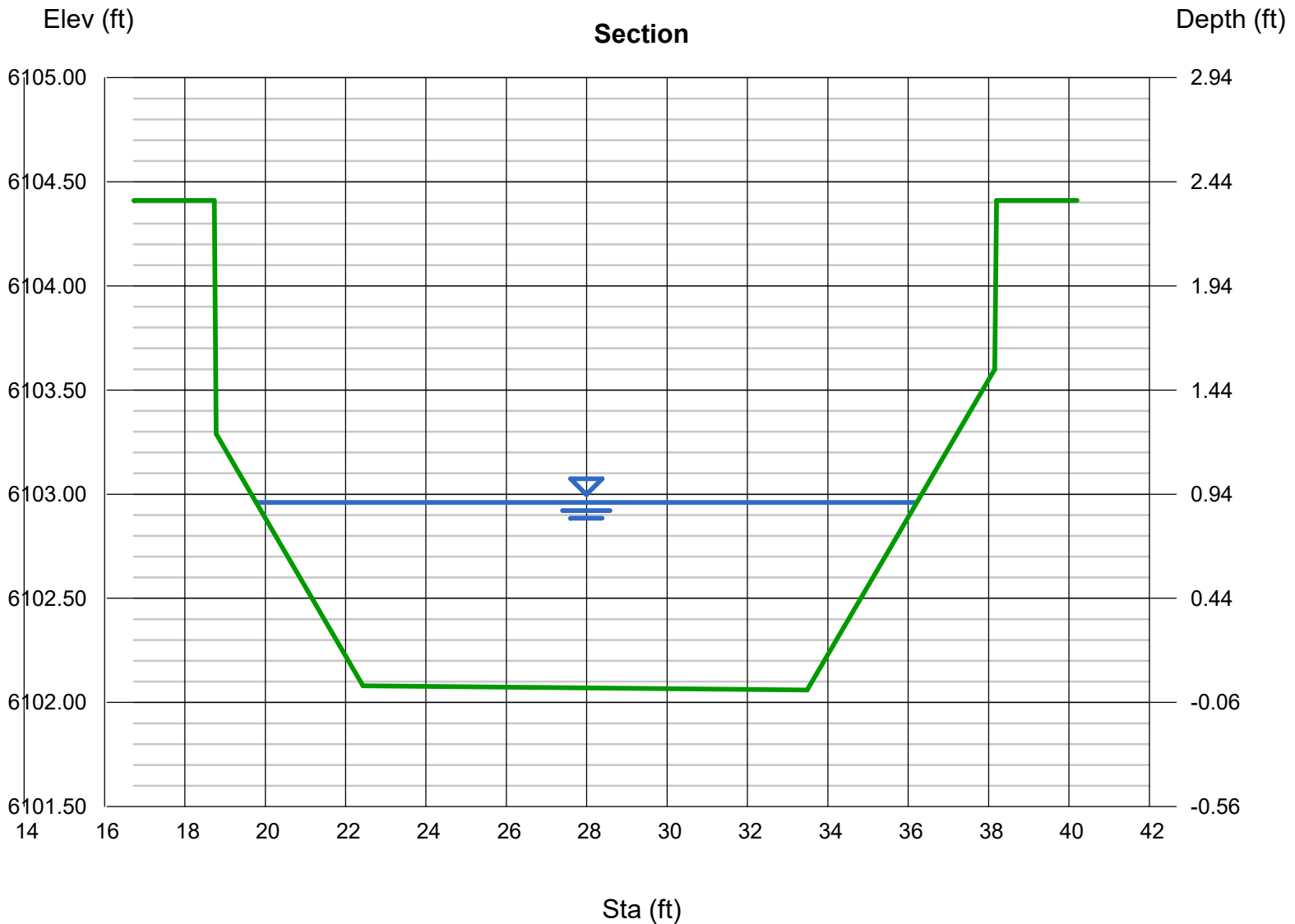
Depth (ft) = 0.90
Q (cfs) = 114.20
Area (sqft) = 12.23
Velocity (ft/s) = 9.34
Wetted Perim (ft) = 16.72
Crit Depth, Yc (ft) = 1.32
Top Width (ft) = 16.43
EGL (ft) = 2.26

Calculations

Compute by: Known Q
Known Q (cfs) = 114.20

(Sta, El, n)-(Sta, El, n)...

(18.73, 6104.41)-(18.78, 6103.29, 0.040)-(22.43, 6102.08, 0.040)-(33.48, 6102.06, 0.040)-(38.15, 6103.60, 0.040)-(38.20, 6104.41, 0.040)



Channel Report

Section E-E

User-defined

Invert Elev (ft) = 6101.60
Slope (%) = 2.20
N-Value = 0.040

Calculations

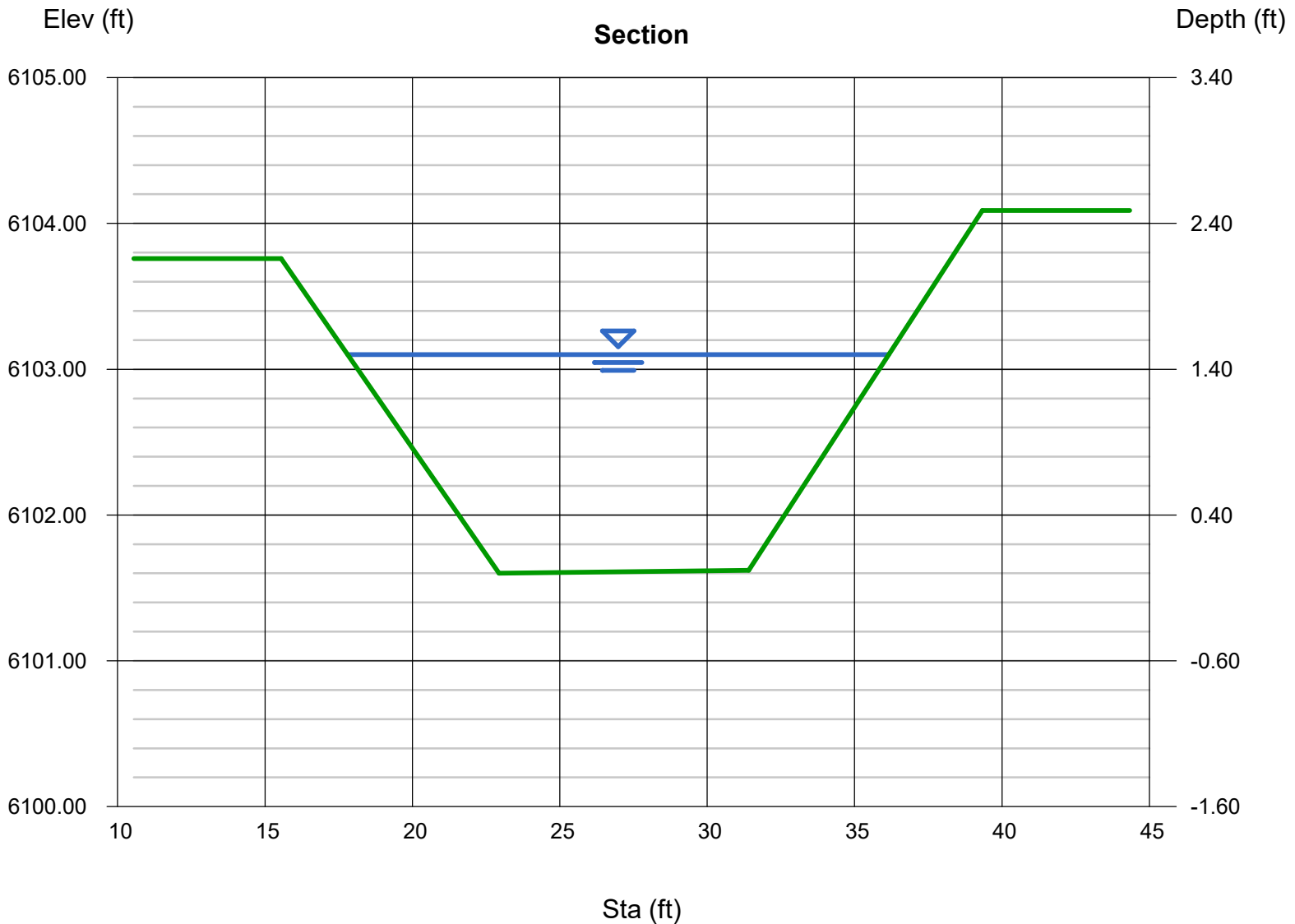
Compute by: Known Q
Known Q (cfs) = 114.20

Highlighted

Depth (ft) = 1.50
Q (cfs) = 114.20
Area (sqft) = 19.98
Velocity (ft/s) = 5.72
Wetted Perim (ft) = 18.79
Crit Depth, Yc (ft) = 1.48
Top Width (ft) = 18.35
EGL (ft) = 2.01

(Sta, El, n)-(Sta, El, n)...

(15.55, 6103.76)-(22.94, 6101.60, 0.040)-(31.41, 6101.62, 0.040)-(39.33, 6104.09, 0.040)



Channel Report

F-F

User-defined

Invert Elev (ft) = 6101.35
Slope (%) = 2.20
N-Value = 0.040

Calculations

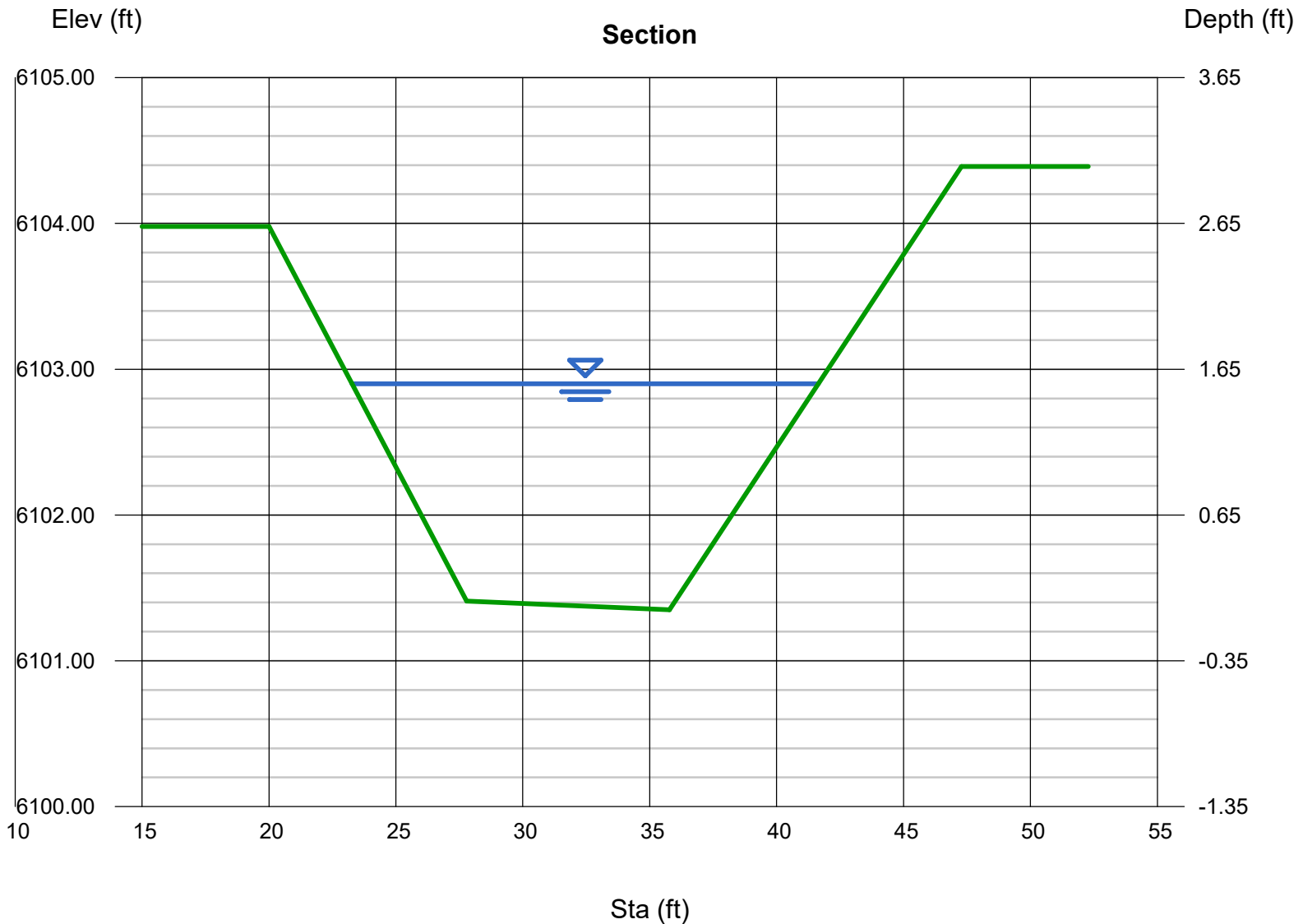
Compute by: Known Q
Known Q (cfs) = 114.20

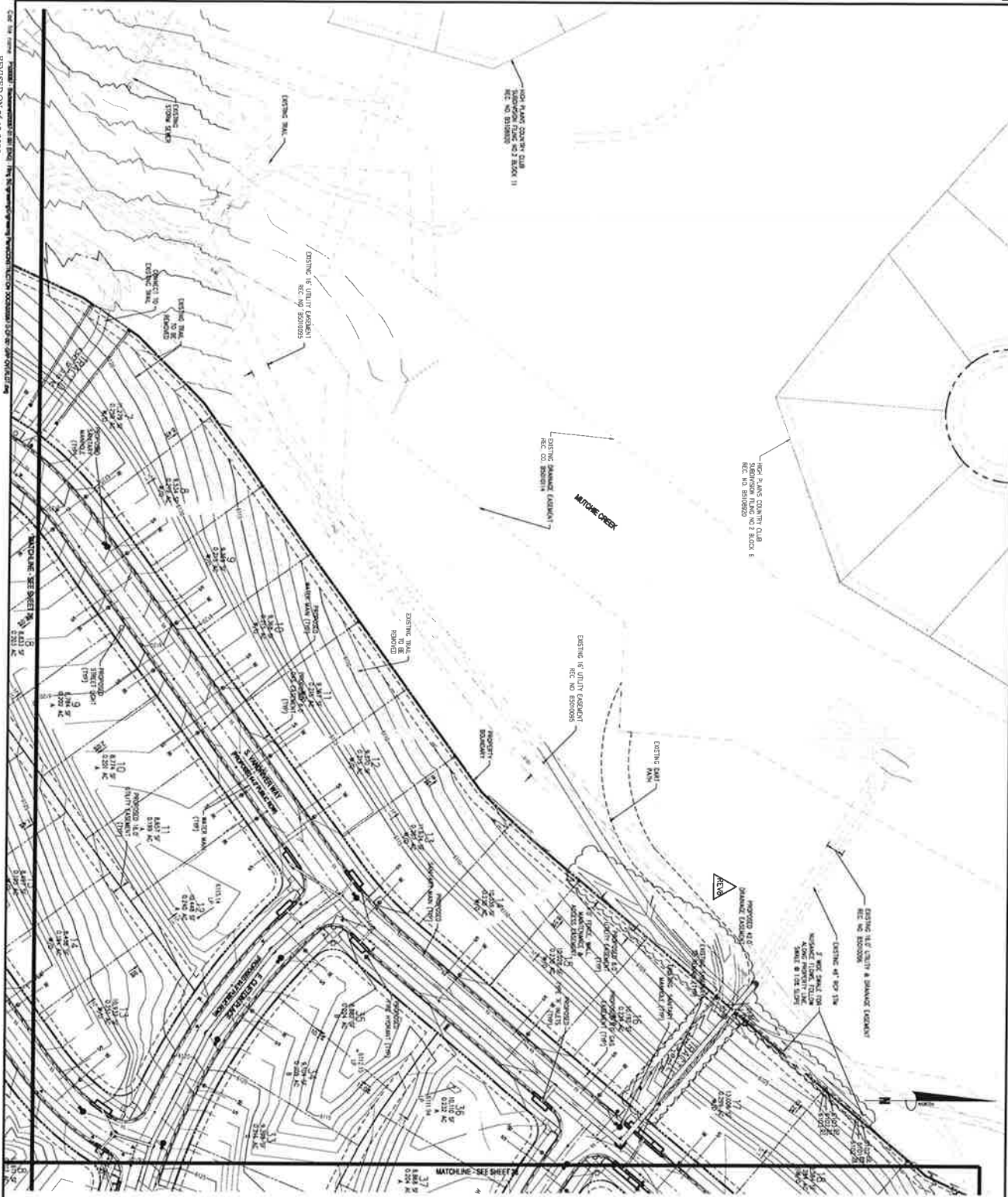
Highlighted

Depth (ft) = 1.55
Q (cfs) = 114.20
Area (sqft) = 20.05
Velocity (ft/s) = 5.70
Wetted Perim (ft) = 18.81
Crit Depth, Yc (ft) = 1.52
Top Width (ft) = 18.37
EGL (ft) = 2.05

(Sta, El, n)-(Sta, El, n)...

(20.00, 6103.98)-(27.79, 6101.41, 0.040)-(35.78, 6101.35, 0.040)-(47.28, 6104.39, 0.040)





NOTES:

1. REFER TO SHEET 28 FOR THE LOCATION OF THE PROPOSED TRAIL AND DRAINAGE SYSTEMS.
2. THE PROPOSED TRAIL AND DRAINAGE SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AURORA STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.
3. THE PROPOSED TRAIL AND DRAINAGE SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AURORA STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.
4. THE PROPOSED TRAIL AND DRAINAGE SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AURORA STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION.

BENCHMARK:

CHIT OF AURORA BENCHMARK (ELEVATION 5211.20) SHALL BE USED AS THE BENCHMARK FOR ALL ELEVATIONS SHOWN ON THIS PLAN. THE BENCHMARK IS LOCATED AT THE CORNER OF THE LOT SHOWN ON SHEET 28.

BASE OF FINISH:

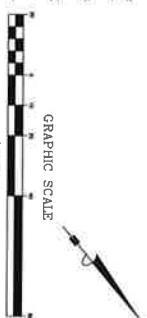
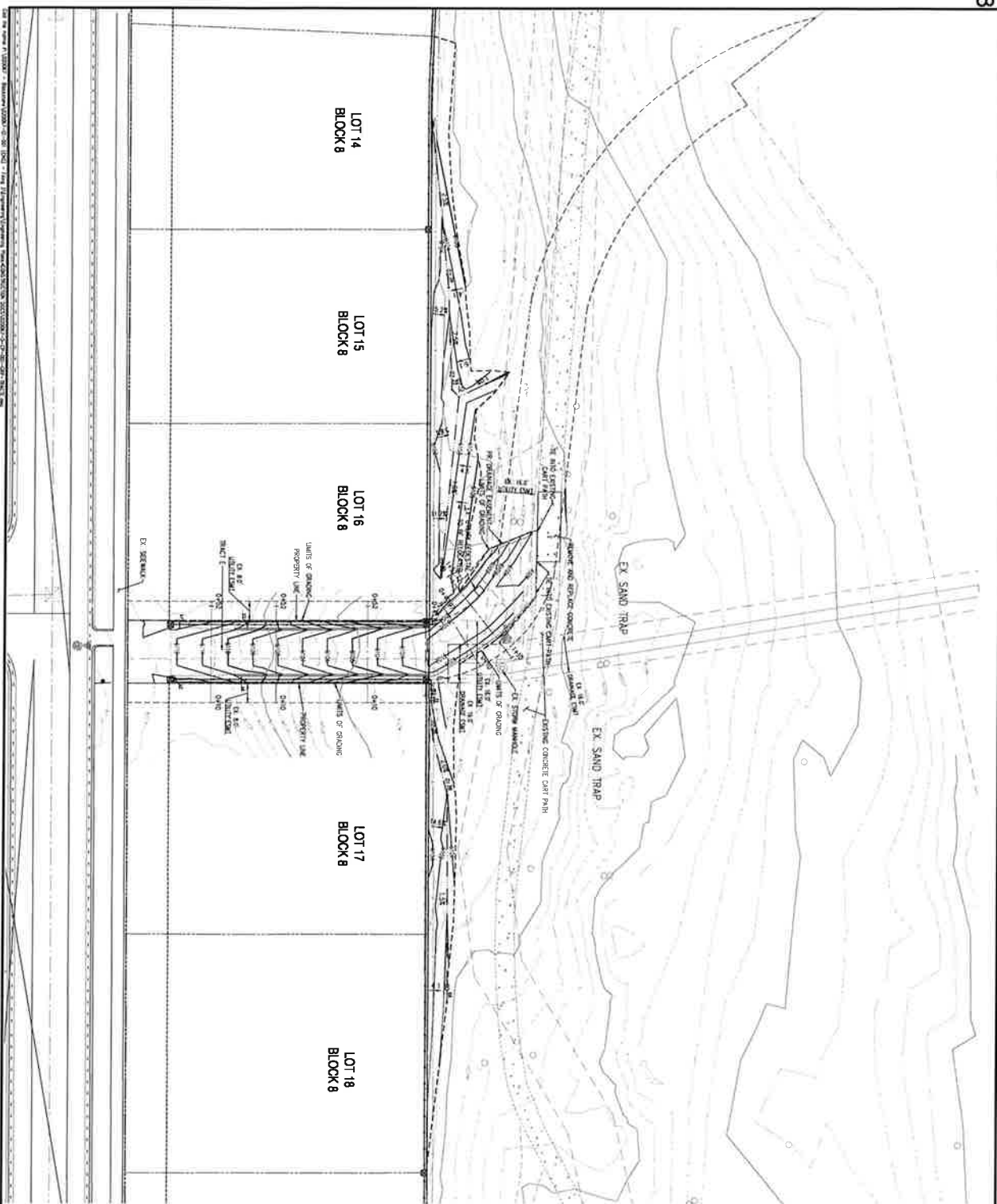
ALL FINISH ELEVATIONS SHALL BE SHOWN ON THIS PLAN. THE FINISH ELEVATIONS SHALL BE THE ELEVATION OF THE TOP OF THE CURB OR THE ELEVATION OF THE FINISH GRADE, WHICHEVER IS HIGHER.

GRAPHIC SCALE

SCALE: 1" = 100'

OVERLOT GRADING PLAN - VIEW 5		REVISIONS	
		REVISION	DATE
1	NO. CO. SUBMITTAL	1	11/22/16
2	SIGNATURE SUBMISSION	2	1/20/17
3	SIGNATURE SUBMISSION	3	2/20/17
4	TRAIL & DRAINAGE REVISION	4	6/20/20

APPROVED ON 07/10/2020



BLACKSTONE FILING 3 TRACT E PRIVATE IMPROVEMENTS GOLF COURSE GRADING		REVISIONS REVISION DESCRIPTION DATE		
CITY OF AURORA COLORADO		1526 Cole Blvd, Suite 100 Lakewood, CO 80401 Phone: (303) 901-3300 www.bowmanconsulting.com		

DESIGN: JAB, ZMR
 SCALE: 1/4" = 1'-0"
 JOB NO: 060807-01-001
 DATE: 06/02/2020

EXHIBIT E
Traffic Signals

Country Club Pkwy and Smoky Hill	100% share
Blackstone Pkwy and County Line Rd.	100% share
Powhaton Rd and County Line Rd.	25% share
Powhaton Rd and Mineral Dr.	50% share
Powhaton Rd and Smoky Hill Rd.	25% share
County Line and Monaghan Rd.	33% share

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the “Agreement”) is made effective as of the ____ day of _____, 2020 (the “Effective Date”), by and between CC Blackstone, LLC, a Delaware limited liability company (“Licensor”) and High Plains Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Licensee”).

WHEREAS, Licensor is the owner of that certain tract of land located at 7777 S. Country Club Pkwy, Aurora, Colorado, 80016, on which Licensor operates a private country club commonly known as “Blackstone Country Club” (the “Club”); and

WHEREAS, Licensee desires, at its sole cost and expense, to arrange for and effectuate the construction and placement of an entry monument (the “Monument”), in the form depicted on Exhibit “A” hereto and together with certain other Improvements as hereinafter defined, on Licensor’s property, with such placement and all related work being done within the Licensed Premises as hereinafter defined, in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensor is willing to permit Licensee access to and use of the Licensed Premises in order to place the Monument and Improvements and perform certain work related thereto, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The recitals set forth above are an integral binding part of this Agreement.
2. Licensed Premises. The Licensed Premises shall consist of that portion of a parcel of real property that is owned by Licensor and adjacent to the northwest corner of the intersection of S. Monaghan Road and East Mineral Place, as such Licensed Premises is more particularly described in and shown and depicted on Exhibit “B” hereto.
3. Grant of Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants the following licenses (the “Licenses”) to Licensee:
 - a. Temporary License for Monument Installation and Construction of Related Improvements. Licensee and Lennar Colorado, LLC (“Lennar”) are parties to that certain Termination, Acknowledgment and Release Agreement dated August 31, 2020 (the “Lennar Agreement”). Pursuant to the Lennar Agreement, Lennar is required to complete construction of the Monument and any related improvements (the “Improvements”) at its sole cost and expense in accordance with the plans as approved by the City of Aurora (the “City”). Upon completion of the Improvements, including completion of any punch list items and any final inspections as may be required by the City, Lennar shall convey the Improvements to the District for ownership and maintenance purposes via a bill of sale. Licensor hereby grants unto Licensee and Lennar a temporary, non-exclusive license on, over, across, and through the Licensed Premises to install the Improvements, as well as to perform related ground-clearing work within the Licensed Premises necessary for said installation. The placement of the Monument and Improvements will be in a location

within the Licensed Premises approved by Licensor in writing and in advance of placement. This temporary license shall expire and terminate upon the earlier of (a) December 31, 2020, or (b) the completion of the construction and installation of the Monument and Improvements.

- b. Revocable License for Maintenance of Monument and Improvements. Licensor hereby grants unto Licensee a revocable license to maintain the Monument and Improvements within the Licensed Premises for viewing by the public. (Nothing herein, however, shall grant any member of the public the right to enter onto the Licensed Premises or Licensor's property to view the Monument, or for any other purpose.) Any necessary maintenance of the Monument and/or Improvements shall be the sole responsibility of Licensee. In addition to all other rights and remedies available to Licensor under applicable law and this Agreement, this license and the Licenses are terminable by Licensor as provided in Section 5 below.

4. Terms and Conditions. The Licenses are subject to the following terms and conditions:

- a. Conditions of Use. Licensee, at its sole cost and expense, shall secure all necessary permits, licenses and approvals for the performance of Licensee's work under this Agreement from the necessary governmental authorities prior to its commencement of work within the Licensed Premises, and shall ensure that all work performed in connection with the Licenses granted herein is in compliance with all applicable governmental laws, statutes, ordinances, resolutions, rules and regulations. Notwithstanding any approval or other representation by Licensor to the contrary, it shall be and remain at all times the sole responsibility of Licensee to ensure the placement of the Monument and Improvements comply with any setback or other restrictions applicable to the Licensed Premises. Licensee shall not use the Licensed Premises nor permit use of the Licensed Premises by any of its officers, agents, employees, contractors, suppliers or any person under contract with Licensee (each individually referred to herein as, a "Licensee Party" and collectively as, "Licensee Parties") in a manner that violates any law or regulation, may be dangerous or constitutes a public or private nuisance.

Licensee, at its sole cost and expense, shall take reasonable steps to ensure that all work performed in connection with the Licenses shall be conducted so as to (a) be accomplished in an expeditious and diligent manner once the same is initiated, and avoid excessive dust and noise caused by such work, (b) minimize any interruption with the operation, maintenance and use of the golf course property (the "Golf Course") of which the Licensed Premises is a part, except to the extent prohibited by or unreasonable in connection with a Licensee-determined emergency that endangers the public health and safety, (c) prevent injury to person or property, and (d) prevent any adverse effect on the drainage characteristics of Licensor's adjacent property. Licensee and/or all persons under contract with Licensee shall exercise reasonable precautions to prevent injury during work done pursuant to the Licenses. Licensee shall stay within the limits of the Licensed Premises. Licensee shall have the rights of ingress and egress onto the Licensed Premises only at locations specified by Licensor; no trespassing, ingress or egress is otherwise allowed on Licensor's adjacent property.

Licensee shall promptly remove and properly dispose of trash and debris on Licensor's property attributable to Licensee's use of the Licenses granted herein. Licensee shall not bury any trash or waste material of any kind on the Licensed Premises.

Licensee shall not permit any lien to be filed or otherwise imposed on the Licensed Premises or any part of Licensor's adjacent property in connection with or arising out of Licensee's use of the Licenses. If any such lien is filed, Licensee shall, to the extent permitted by the laws and constitution of the State of Colorado, (i) cause such lien to be released, discharged or otherwise settled so as not to encumber any portion of Licensor's property within a ten (10) days after filing; (ii) cooperate with Licensor in any action to remove such lien and (iii) indemnify, defend and hold Licensor harmless from any such lien.

Licensee shall not permit its use of the Licensed Premises or Licensor's adjacent property as a result of the use of the Licenses to cause any new areas of erosion or to accelerate the rate of erosion in areas where erosion was already occurring naturally.

b. Restoration and Repair. Promptly after substantial completion of any installation, modification, maintenance or repair work by or on behalf of Licensee in connection with the Licenses, or as otherwise agreed to by Licensor with respect to any particular work performed in connection with the Licenses, Licensee shall repair and restore, at its sole cost and expense, the surface of the Licensed Premises as reasonably specified by Licensor, to the condition it was in prior to the performance of Licensee's work.

c. Environmental. Licensee shall not, and shall not permit any Licensee Party to, transport, locate, generate, manufacture, install, use or dispose on or about the Licensed Premises any Hazardous Substances (hereinafter defined), except in accordance with applicable Environmental Laws (hereinafter defined). Further, Licensee shall not cause or permit any Licensee Party to cause any Hazardous Substances to be disposed of on or about the Licensed Premises in violation of any Environmental Laws or to contaminate or be released or discharged into the environment, the soil, the atmosphere, any water course or any ground water on the Licensed Premises in violation of any Environmental Laws. For purposes of this Agreement, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture that is defined in, included under or regulated by any local, state or federal law, rule, ordinance or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Marine Protection Research and Sanctuaries Act, the Occupational Safety and Health Act, the Superfund Amendments and Reauthorization Act of 1986, and all other superlien or environmental clean-up or disclosure statutes including all state and local

counterparts of such laws (all such laws, rules and regulations being referred to collectively as “Environmental Laws”).

d. Insurance. Licensee acknowledges that any independent contractors retained by Licensee, including without limitation Lennar, to perform installation, construction, modification, maintenance or repair work under the Licenses will be responsible for their negligent and intentional acts and omissions and will be required to maintain at all times during which work is performed under the License, and upon request to provide evidence of, insurance coverage consistent with standard Licensee procedures and requirements so long as those requirements meet or exceed the following insurance requirements (unless higher limits are required by law, in which case the higher limit shall be required):

- Commercial general liability coverage of \$1,000,000 each occurrence;
- Automobile liability coverage of \$1,000,000 combined single limit; and
- Worker’s compensation and employers’ liability coverage of \$500,000 per accident;

e. Indemnification. To the extent permitted by the Colorado Constitution, the laws of the State of Colorado, and other applicable law, Licensee hereby agrees that it will indemnify, defend and hold harmless Licensor and Licensor’s officers, directors, members, managers, partners, shareholders, employees, agents, contractors and any affiliates or subsidiaries of the foregoing (each individually a “Licensor Party” and collectively referred to as, “Licensor Parties”) from and against any and all expenses, suits, actions, judgments or claims brought or made on account of any injuries or damages received or sustained by any person or persons or property, to the extent the same results from Licensee’s use of the Licensed Premises or any work performed thereon, or otherwise pursuant to this Agreement. In addition to and not in limitation of the immediately preceding sentences, Licensee, for and on behalf of Licensee and Licensee’s successors and assigns, does hereby irrevocably release, acquit, and forever discharge Licensor and the Licensor Parties of and from any and all liabilities, claims, demands, damages, causes of action, expenses, costs, attorneys’ fees and compensations of whatsoever kind resulting from (i) Licensee’s use of the Licenses granted herein or otherwise relating to the Monument and/or Improvements, and (ii) the flight of errant golf balls.

f. Property Title. The License does not convey any fee simple interest or any other right or interest in or to the Licensed Premises except for the limited rights and purposes specifically granted herein, and the License covers no property other than the Licensed Premises. The License herein given to Licensee is subject to all present and future mortgages, encumbrances, conditions and reservations upon or under which Licensor holds the Licensed Premises.

g. Licensor’s Rights. Licensor reserves and retains the rights to (a) grant other rights, licenses, and easements across, over or under the Licensed Premises to such other persons and entities as Licensor deems proper; provided, however,

that such other rights, licenses, and easements do not unreasonably interfere with the use of the Licensed Premises by Licensee for the purposes set forth herein, and (b) use the land within the Licensed Premises for any purpose consistent with the rights herein conveyed to Licensee. The Licenses are further subject to golf-related operations and activities conducted at, from or in the vicinity of the Licensor's Golf Course, including without limitation: (a) retrieval of golf balls, including the right to enter onto the Licensed Premises for that purpose; (b) free and unobstructed flight of golf balls over, across or upon the Licensed Premises; (c) play of golf, including the doing of every act necessary and incident to the playing of golf; (d) creation of noise which may occur from early morning to late evening related to the normal maintenance and operation of the Golf Course and other recreational activities on Licensor's property; and (e) overspray of herbicides, fungicides, pesticides, fertilizers and water over portions of the Licensed Premises.

5. Termination. Licensor, at any time in Licensor's sole discretion, may terminate this Agreement and revoke the Licenses granted hereunder, and Licensor shall not be liable to Licensee or any other party for any damages resulting from such action. In the event Licensor elects to exercise its termination rights, it shall notify Licensee in writing, and Licensee shall have sixty (60) days from the date of the notice to (i) remove the Monument and all Improvements from the Licensed Premises, (ii) restore the grade of the License Premises and adjacent Licensor's property in a manner to prevent any adverse effect on the drainage characteristics of the License Premises and/or Licensor's adjacent property, (iii) restore the surface of the Licensed Premises and adjacent Property in accordance with the requirements of Section 4(b) hereof, and (iv) remove all trash and debris from the Licensed Premises and adjacent property.

6. Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of any obligations of the District pursuant to this Agreement, to the extent such obligations exist, requiring budgeting and appropriation of funds are subject to annual budgeting and appropriation. The parties expressly understand and agree that the District's obligations under this Agreement, to the extent that such obligations exist, shall extend only to monies appropriated for the purposes of this Agreement by the Board of Directors of the District and shall not constitute a mandatory charge, requirement or liability in an ensuing fiscal year beyond the then-current fiscal year.

7. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. (the "CGIA"). The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intent to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections afforded by the CGIA as the same may be amended, and no elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the other party 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 or any assignment

and assumption thereof. Notwithstanding the foregoing, and in addition to the insurance requirements set forth in Section 4(d), the District shall maintain, at a minimum, the following insurance coverages: (a) general liability coverage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and (b) directors and officer's liability coverage (errors and omissions).

8. Notices and Addresses. Any notice, demand, consent, authorization or other communication (each, a "Notice") that any party is required or may desire to give or make pursuant to this Agreement shall be effective and valid only if in writing and delivered to the other party via either (i) personal delivery, (ii) a nationally recognized over-night delivery courier, or (iii) by registered or certified mail of the U. S. Postal Service, return receipt requested, and addressed to the other parties as follows (or to such other address or person as any party or person entitled to notice may, by notice to the other party, specify):

If to Licensor: Blackstone Country Club
7777 S. Country Club Pkwy
Aurora, Colorado 80016
Attention: General Manager

With a copy to:

CC Blackstone, LLC
3030 LBJ Freeway, Suite 600
Dallas, Texas 75234
Attention: General Counsel

If to Licensee: High Plains Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, Colorado 80122
Attn: Clint Waldron

Unless otherwise specified, a Notice shall be deemed given (i) if via personal delivery, upon such personal delivery, (ii) if via nationally recognized overnight delivery courier, on the next business day following deposit with overnight courier, and (iii) if via registered or certified mail, on the third business day following the proper deposit of such correspondence in the custody of the U.S. Postal Service. The addresses and addressees may be changed by giving Notice of such change in the manner provided herein for giving Notice. Unless and until such written Notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes. No Notice to either party hereto shall be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered Notice in the same manner as any Notice given to either party hereto.

9. Assignment. Licensee may not assign this Agreement without the prior written consent of Licensor.

10. Severability. Invalidation of any one or more of the provisions hereof, or any portions hereof, by a judgment or court shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

11. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Colorado.

12. Caption and Paragraph Headings. The captions and paragraph headings set forth herein are for convenience only and are not intended to affect the provisions of this Agreement.

13. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

IN WITNESS WHEREOF, Licensee and Licensor have respectively signed this Agreement on the day and year first above written.

LICENSEE:

High Plains Metropolitan District,
quasi-municipal corporation and
political subdivision of the State of Colorado

LICENSOR:

CC Blackstone, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Exhibit "A"
Monument

Exhibit "B"
Licensed Premises

Allison L. Hanson

From: Maria Elena Daniels <MariaElenaDaniels@highplainsmetro.org>
Sent: Thursday, October 8, 2020 3:44 PM
To: Allison L. Hanson
Cc: Jill Shadwell
Subject: Landscape Committee- Progress Report

Hi Allison. Please add this to the Packet from the Landscape Committee, Thanks.

Smoky Hill Renovated Entrance - Consilium, Cox

Last walk-thru everything related to:

- Plant material was removed and replaced.
- Mulch was done in the circles and pots.
- Continuous monitoring the Service Trees.
- Light pots casing - Cox is done.
- Issues with grout are completed (with in the scope)

Pending:

- Urns are pending to be replaced - Consilium, Cox.
- Lights alignments in the Median -Cox will do it

-Landscape Committee was fine releasing the payment. (9/30/2020)

Renovated Park - Architerra, AJI

Last Walk-thru everything related to:

- Plant material Shrubs and perennials were replaced, except for a couple of mugo shrubs, pending to
- Trees that are dead now will be replaced next Spring, and any other plant material that doesn't make it. Evaluation will be done with a walk-thru w/ AJI, Architerra and LC.
- Reseeding native grass in some areas will be evaluated next Spring. So far everything is looking the way it was planned.
- Landscape Committee was fine releasing the payment. (10/02/2020)

Park Sign - Creative Vision

Latest news:

"Although City of Aurora promised us a simple approval process if we provided the HOA letter of approval we submitted, it has anything but. Furloughs and limitations due to Covid-19 with change of personnel has gotten us to them now requiring a site triangle, even though it was indicated this was not needed previously. This professionally engineered site triangle was submitted to the City today so we are awaiting what we hope will be their final approval soon."

Extract email sent by Erik. (10/06/2020)

Lennar Walk-Thru

After the walk-thru with Lennar, CDI and LC, Irene will send all the information we gathered and we'll wait their response. There was an issue on Tract G where the last map presented to the LC at the time of the walk had just gravel, but the map we received by the lawyers showed a strip of grass. (9/30/2020)

All the rest of the tracts presented issues were registered by Irene.

Irene will send and take charge in addressing an issue on Tract D (drainage from a house flows into a private property) - Issue that falls into DRC

RR Trees - Tree Analysis Group, Cox

The Landscape Committee had a couple of meetings with the arborist and Cox two to check the trees. Both meetings the expert (Bob Howey) recommended to keep 17 trees that are shy of the minimum requirement caliper. Howey said "The trees are very healthy and by Spring/Summer will catch up to minimum requirement 2" caliper."

The recommendation from the Landscape Committee is to accept the trees on a one time basis, but in the future will refuse any trees that do not meet the guideline requirements.

COX will to present the adjustments to the contract because of the smaller tree installation issue (17 trees) for the Board to review.

Landscape Committee was fine releasing the payment (Bob Howey- arborist). (10/07/2020)

Doggie Stations

-Doggie waste stations have being received.

-Landscape Committee created a map to installed them

-Installation is pending

Insurance claim about potential dead trees.

At this point the Landscape Committee didn't have enough information to address this issue.

Maria Elena Daniels, Jill Shadwell, Carol Hesketh, Peter Rossick
Landscape Committee

High Plains Metro District Blackstone

Landscape Monthly Status Report

Project Name	Reporting Cadence
High Plains Metro District (Blackstone)	Monthly (for Board Meetings)
Date	Prepared by:
September 2020	Kevin Cox

III. Lawn Care - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

- All turf maintenance services completed including mowing, trimming, and edging.
- Post emergent weed control treatments on 9/11 and 9/25.
- Fertilizer application completed last week of August.

IV. Shrubs/Plants - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

- Removal of dead shrubs has started and will be on going throughout the rest of the season.
- Removal of dead limbs has started and will be on going throughout the rest of the season.
- Traffic pruning of shrubs growing into sidewalks completed.
- Removal of dead or spent annual flowers scheduled for October with mulch installed into the beds over the winter months.

V. Tree Care - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

- 2020 tree care services including pest preventative applications to trees completed.
- 2020 tree replacement and transplant work to be scheduled for late summer or fall of 2020.
- Any traffic pruning found is being completed.
- Installation of protective paper tree wrapping around newly installed tree trunks and other trees as needed scheduled for October-November.

Misc items as listed in Contract – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

VI. Wood and Rock Mulched Areas-

- Mulch replenishments completed.

VII. Native Areas-

- Trash removal on a weekly basis or as ground conditions allow.
- Wall to wall mowing scheduled in October.
- Chemical applications to broadleaf weeds 9/11 and 9/25.

VII. Irrigation Systems-

- Inspection of mainlines for leaks completed.
- Inspection of zones for damages and needed repairs ongoing weekly.
- Reduction of water usage as permitted by plant health and appearance.

IX. Landscape Debris Cleanup-

-Ongoing throughout the year. Excessive trash removed from areas near construction and during high wind events and construction waste.

X. Aeration-

-Aeration of turf areas to be completed by mid- October.

XI. Winter Services-

-Snow removal preparations completed.

-Snow markers to be installed throughout the community.

XII. Bio Hazards-

XIII. Damages-

-Trash and debris dumping on District property. This can cause damage to native areas that if not cleaned and repaired will result in high weed infestations. We believed the source of the debris from homes along District owned native areas. Items found are grass clippings, dead trees and limbs, dirt, construction waste, rocks, concrete and some rubbish. We are scheduling the clean-up and assessment of any damages. Any damages found we will submit options for repair with associated pricing.

Misc Items –

Special Projects (provide an update to any special funding approved by the Board and their status)

Project	Date	Status
Landscape enhancements at Country Club Park signage project.	October	Demo completed. Once sign installed, next phase will commence. Plantings to be installed in the spring.
Dead/Dying Tree Project	September-October	Complete.
Smoky Hill Entrance Project.	September-October	Working on final punch list items and acceptance from Julie and LS committee.

General Comments

<Status Here>

SMAC - MANAGEMENT REPORT

Report Date: **October 8, 2020**

Community: **High Plains Metro District**

Meetings Schedule: Monthly	Next Meeting: October 15, 2020
Operations Fee:	\$165 Quarter for Completed homes & \$93 Quarter for Vacant/Builder lots
Insurance: Expires 12/31/2020	Total Units: 913 (838 Owners) & (75 Vacant/Unannexed)
District Services: Trash, Common Area Landscape Maintenance, Snow Removal on common area sidewalks, Pet Stations, Parks, DRC, Covenant Enforcement	Dates to Note: Insurance renewal: Dec 2020 Irrigation turn on: April/May – Weather dependent Warranty Walks: <ul style="list-style-type: none"> • Monument/Park Renovation (May/June) • Smokey Hill Entrance Renovation (June) • Lennar Tracts B/D/G/H (June) • Tree R&R Project
Completed Items:	LSC/Vendor Walks: Items listed above under warranty walks Doggie stations ordered – installation next week SDA Insurance contacted – response received for “freeze” claim on trees. Violation Drives completed Property Drives completed Action Item List Updated Accounting/Administrative items completed Provided Budget numbers to District CPA

Current Projects / Action Items

PROJECT	STATUS
Committees	<p>Security/Safety Committee: sending information on Mailbox lighting options and security proposal</p> <p>Social Committee: working on several projects (Dumpster Day, Email Communications, Welcome Packets/Event, Shredding Event)</p> <p>Design Review Committee: finalizing residential handbook for final review; working on several owners’ requests for variances/hearings</p> <p>Landscape Committee: walks were done all projects except for the additional Tract A/C/E with Lennar – being scheduled. Information send out to everyone.</p> <p>Advisory Committee: None</p> <p>Website Committee: None</p>
Projects	Signage at the renovated park: Vendor waiting on City to finalize their approval and installation can take place. COX has cleaned up the areas as previously approved and will start the hardscape installation once the sign is installed – remaining plant material will be installed in the Spring.

Tabled Projects:	ET Controllers & Management Reserve Study Xeriscape along Powhatan street lawn areas and other common areas Pulling and possible replacements of edger throughout community common areas Cobble Border in streetscapes Smoky Hill/Blackstone Pkwy: Round-a-bout proposal/redo
Covenant Enforcement	Drive completed 10/5/20: 17 new; 82 escalated, 97 closed – Total 196 Next Drive will be after the 20 th
Design Review	Several owners have requested possible variances or hearings – working with the DRC through this process. DRC: will be working through issue throughout the community stemming since the beginning of building regarding tree installations/locations.
Manager Directives	Will be added when this meeting takes place for follow-up: •

Current Contracts

SERVICE	COMPANY	RATE	EXPIRATION	OUT CLAUSE
Snow Removal	Cox Landscape	Included	04/30/20	30 Day
Landscape	Cox Landscape	\$118,597yr	12/31/20	30 Day
Holiday Lighting	Cox Landscape	Included	12/31/20	30 Day
Trash/Recycling	Waste Management	\$11.63 per home	01/01/23	180 Day
HPMD Domain Name	Go daddy	\$63.85 (5yr)	08/10/20	30 Day
Playground Inspections/Repairs	Playground Solutions	T&M	12/31/20	30 Day
Pooper Scooper Services	Pet Scoop Services	\$240 per month	12/31/20	30 Day
Lighting Services	Full Spectrum Lighting	T&M & Monthly	12/31/20	30 Day
Handyman Services	@ Yur Service	T&M & Proposal	12/31/20	30 Day
Handyman Services	Harpster Maintenance	T&M & Proposal	12/31/20	30 Day
DRC Review Services	Rachel Lee	T&M	12/31/20	30 Day
District Management	SMAC	\$4.50 home/mo.	12/31/20	30 Day
District Council	WBA	T&M	12/31/20	30 Day
District CPA	CLA	\$17Kyr + T&M	12/31/20	30 Day

Irene Borisov, CMCA/AMS
District Manager

High Plains Metro District - Action Items

#	Date	Type	Description	Owner/ Resp.	Due Date	Misc Notes	Status
6	6/9/20	Other	2021 Budget process	BOD CLA	10/20/20	6/9 - address budget priorities. Need to define a timeline, process and prep for this event. 10/9 - 10/20 budget meeting scheduled w/BOD	1. In Progress
8	6/3/20	Vendors	District liability on snow removal damage	WBA	In progress	Clint to research	1. In Progress
9	6/3/20	Committees	Lennar Park turn over plan	Landscape Committee BOD	10/15/20	Discussed in 7/2 meeting, next steps?	1. In Progress
12	6/3/20	Vendors	Mailbox kiosk lighting	Summit Landscape Committee	10/15/20	7-24-20 Sent lighting options link to Jill/Maria for review. Provided further clarification, costs and pictures at 8/20/20 Mtg.	1. In Progress
13	6/18/20	Committees	Dog poop station in new park - add from current vendor	Landscape Committee	10/30/20	Irene to research - Mngt. To provide prices at 7-29-20 Mtg. Provided further clarification, costs and pictures at 8/20/20 Mtg. Ordered/Received - will be installed per LSC locations next week	1. In Progress
17	6/18/20	Committees	DRC committee to review and finalize; Irene to send out "final" copy to the community for review and comment	DRC Committee	10/15/20	Second draft provided to Board for review. Once approved - will be sent to legal and than to owners for their feedback. Per 7-29-20 Mtg. Irene to send Shawn & Maria Elena the final draft and the templates from Clint - scheduled a zoom meeting to discuss and finalize. Done 8-4-20 IB.	1. In Progress
19	2019	Committees	Park Renovation - Clifton & County Club Pkwy	Landscape Committee BOD	10/15/20	Punch List not yet finished - Park opened Final walk through completed Spring 2021 Warrenty Walk	1. In Progress
20	2019	Committees	Smoky Hill & Blackstone Pkwy Entrance Revamp	Landscape Committee BOD	10/15/20	Substantial Completion - Walkthrough completed - punch list created Final walk through completed Spring 2021 Warrenty Walk	1. In Progress
26	9/17/20	Vendors	SDA Insurance Claim - Freeze on Deed Trees	Summit	10/15/20	Mngt. Reached out to SDA Insurance Agent - update was sent to LSC Chair with agents response.	1. In Progress
1	6/3/20	Committees	Welcome Letter and packet	Social Committee	Not started	6/3 - deferred	2. Open/Not Started
2	6/9/20	Committees	Website Updates	Website Committee	Not started	6/9 - discussed as part of committee scope	2. Open/Not Started
3	6/9/20	Special Projects	Social Media discovery	TBD	Not started	6/9 - deferred to community survey	2. Open/Not Started
4	6/9/20	Committees	Town Hall	Social Committee	Not started	6/9 - to be scheduled when able	2. Open/Not Started
5	6/9/20	Other	Determine board meeting locations and formats	BOD	Not started	6/9 - no decision	2. Open/Not Started
7	Jul-20	Other	Vendor RFP process (Requirements definition, selection criteria, communications process)	BOD	Not started	To be added to the July agenda	2. Open/Not Started
11	6/3/20	Other	Investments review	WBA	Not started	To be scheduled?	2. Open/Not Started
15	6/18/20	Special Projects	Milling - top coating for rest of Blackstone	BOD	In progress	Street work - contact City of Aurora Paving started 10/8	2. Open/Not Started
16	6/18/20	Committees	Trash Bin, Recycling, Shredding	Social Committee	Not started		2. Open/Not Started
18	6/18/20	Committees	Traffic Safety (Golf Carts and Monaghan Road) - Safety committee	Security Committee	Not started		2. Open/Not Started
26	10/9/20	Vendors	Email options/research for Board of Directors	Summit	Not started		2. Open/Not Started

High Plains Metro District - Action Items

#	Date	Type	Description	Owner/ Resp.	Due Date	Misc Notes	Status
14	6/18/20	Special Projects	Median walkway gaps	Summit	10/15/20	to be discussed, who owns fixing? District or City? On the 7-29-20 Mtg. Agenda for Discussion . ON HOLD - waiting to see what City fixes before continuing on this	3. On Hold/Tabled
21	2019	Special Projects	ET Controllers	BOD	Not started	Proposals provided to previous Board	3. On Hold/Tabled
22	2019	Other	Reserve Study	BOD	Not started	Proposals provided to previous Board	3. On Hold/Tabled
23	2019	Committees	Street Lawns - Main Streets (Powhaten/Smoky Hill/County Line) - too much sod	Landscape Committee	Not started	Proposals provided to previous Board	3. On Hold/Tabled
24	2019	Committees	Xeriscape options for Powhaten Street Lawn areas	Landscape Committee	Not started	Proposals provided to previous Board	3. On Hold/Tabled



Irene Borisov <irene@sammgt.com>

Board Member Vacancy

2 messages

James Picola [REDACTED]
To: irene@sammgt.com

Wed, Aug 5, 2020 at 6:18 PM

Cc: [REDACTED]

Hello Ms Borisov,

My name is Jim Picola. I am interested in serving on the board if there is a vacancy. I am a retired school administrator and real estate broker in California and Colorado.

I have previously served on the Bella Rosa Homeowners Association in Camarillo California as well as the Seabridge Homeowners Association in Oxnard California. I would like to be on a board. I enjoy the work and find it interesting.

Thank you

Jim Picola

Sent from my iPhone

Irene Borisov <irene@sammgt.com>

Wed, Aug 5, 2020 at 6:22 PM

To: [REDACTED]

Cc: [REDACTED]

Hello Jim,

Thanks for your email. I will send this along to the Board.

Thank you,

Irene Borisov, CMCA , AMS

District/Association Manager &

COO of Community Development & Management

Summit Management & Consulting

9101 E. Kenyon Ave., #1200

Denver, CO. 80237

(303) 459-4919 office

(303) 484-9742 Fax

www.sammgt.com

Mailing Address:

4950 S. Yosemite St., F2-506

Greenwood Village, CO 80111



"The Pinnacle of Property Management"

[Quoted text hidden]

**High Plains Metropolitan District Board Of Directors Open Board Position
Blackstone Community**

Dear District Board Members,

My name is Jim Picola and I am interested in your consideration regarding the open board position for the High Plains Metro District Board.

My wife Jacqueline and I live at [REDACTED] in the new Lennar Tract. We have lived here since March 21, 2019. We previously lived in Southern California until 2016. I was the Director of Child Nutrition for the Oxnard School District and retired in May of 2016. We moved to Eagle Colorado to live near our daughter, her husband and our beautiful granddaughter. They job transferred to Denver in March 2019 and we sold our home in Eagle Colorado and moved to the Blackstone Community. We really enjoy the community and are very happy we selected the Blackstone area to live in.

In addition to my school administrator career, I have operated a real estate company in Southern California, Picola and Associates, since 1990. We also have a real estate company in Eagle Colorado. The Eagle County Distinctive Properties. I have a Masters Degree in Business Administration that I obtained in 1999.

I have had the opportunity and pleasure to serve on two great homeowners boards in Southern California. The Bella Rosa Homeowners Association in Camarillo California and the Seabridge Homeowners Association in Oxnard California. I enjoy participating on Homeowners Association boards where I live. I find the work interesting and gratifying. I would be honored to be a board member of the High Plains Metropolitan District.

Respectfully,

Jim Picola



Irene Borisov <irene@sammgt.com>

HOA Vacant Seat - Interest Letter

2 messages

Bret Erickson [REDACTED]
To: irene@sammgt.com

Tue, Aug 11, 2020 at 6:57 PM

Good Evening Irene,
Attached is an interest letter for the District Board.
Please advise if there is anything else I need to complete.
I look forward to hearing from you.

Thank you,
Bret Erickson

 **HOA Interest Letter Bret Erickson.pdf**
434K

Irene Borisov <irene@sammgt.com>
To: Bret Erickson [REDACTED]

Tue, Aug 11, 2020 at 7:18 PM

Thank you for your interest, I will pass this along to the Board.

Irene Borisov
[Quoted text hidden]

ERICKSON

August 11, 2020

Dear Ms. Skrondahl,

This letter of interest is in response to the vacant seat on the High Plains Metropolitan District (the "District").

I am a registered voter in the State of Colorado and I do reside in the District; specifically, in Blackstone.


I have 40 years of experience as a Construction Project Manager for new tract homes including large custom homes as well as a past HOA board member which I believe qualifies me for this position.

My HOA experience of 8 years has been with Lennar Homes in Las Vegas in which I represented Lennar on multiple communities they owned.

I have a good understanding of high quality and have always raised my team expectations through strong leadership. The custom homes I've built have ranged from 2,500 square feet to 30,000 square feet (\$500,000 - \$35 Million) and I am comfortable with small details on large projects.

For this reason, I believe I am qualified to represent the people of my District. I would like the opportunity to be a part of a group of people with the same goals and help maintain the beautiful area we live in.

Sincerely,



Bret C. Erickson



Irene Borisov <irene@sammgt.com>

Open Board position

Bill Howell [REDACTED]
To: irene@sammgt.com

Wed, Aug 12, 2020 at 8:27 AM

Hello Irene,

My name is Bill Howell and I am interested in filling the open board position. My address is [REDACTED]

My wife and I moved to Blackstone in December 2017. I am retired from the general contracting business where I ran a successful construction company with an average workforce of 75 employees, and \$15-20 Million in annual sales.

We previously lived in Piney Creek for 12 years where I was active in the community.

I served on the Architectural Control Committee, (ACC) for 11 years and the Board of Directors for 3 years.

I believe my business and former board experience could be of value to the Blackstone, (Metro District) Board.

Please consider this letter a formal entry for the open position.

Warm regards,

Bill Howell
[REDACTED]

Sent from my iPad

Pascal Dengah

High Plains Metro District
Aurora, CO

Subject: Letter of Interest to Run for Board of Directors

Dear Board Members,

As a resident of the Blackstone community and having been a previous High Plains Metropolitan District Board Director, I would like the opportunity to rejoin this board. I have a vested interest in assuring that our community is maintained to a high standard.

For the last 8-years I have been in the oil and gas industry holding various positions, most recently as an Executive Account Manager for MS Directional. I also serve in the U.S. Army, now going into my 16th year as a Special Operations Weapons Sergeant. In these positions I have been responsible for financial and property accountability. In addition to my work experience, I received my undergrad from Penn State University in Business and I am current in the University of Denver's Master of Business Administration program.

I am also raising an active 9-year daughter who enjoys all of the public spaces our neighborhood has to offer.

My professional experience, education as well as my previous Board experience will allow me to seamlessly integrate back into a Director position. I am excited for the opportunity to serve our neighborhood once again as I will continue to keep the best interests of Blackstone homeowners represented in the association.

Regards,

A handwritten signature in black ink, appearing to be the name 'Pascal Dengah', written in a cursive style.

Pascal Dengah

TOM GEORGE
DIRECT DIAL: (303) 839-3708
tgeorge@spencerfane.com

September 28, 2020

VIA CERTIFIED MAIL
7019 2280 0000 7402 8073
High Plains Metropolitan District
White Bear Ankele Tanaka & Waldron
Attn: Clint Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

VIA CERTIFIED MAIL
7019 2280 0000 7402 8080
High Plains Metropolitan District
Collins Cockrel & Cole
Attn: Matt Ruhland
390 Union Boulevard, Suite 400
Denver, CO 80228

Re: Wheatlands Park and Recreation Authority Board of Directors; Notice of Intent to Fill Vacant Director Position

Dear Mr. Waldron and Mr. Ruhland,

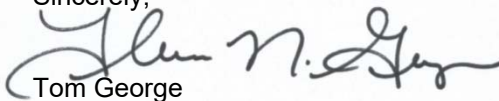
As you know, our firm serves as Special Counsel to the Wheatlands Metropolitan District (“Wheatlands”).

The purpose of this letter is to inform High Plains Metropolitan District (“High Plains”) that, pursuant to Sections 2.03 and 2.04 of the Wheatlands Park and Recreation Authority Establishment Agreement dated January 19, 2017, as amended by the First Amendment dated November 21, 2019 (as amended, the “Establishment Agreement”), Wheatlands intends to appoint a third Director to the Board of Directors of the Wheatlands Park and Recreation Authority to fill the vacant position allocated to High Plains.

This third position allocated to High Plains has been vacant for more than 30 days. If the vacant position is not filled by High Plains within 15 days of your receipt of this letter, Wheatlands will be entitled to appoint a Director to fill the vacancy for a term lasting until December 31, 2020, and automatically renewing thereafter consistent with the provisions of the Establishment Agreement.

Please do not hesitate to call with any questions.

Sincerely,



Tom George