

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chad Murphy	President	2022/May 2022
Richard Cross	Treasurer	2023/May 2023
John (“Jay”) W. Despard	Assistant Secretary	2022/May 2022
Mitchell M. Peterson		2023/May 2023
Ryan D. Marsh		2022/May 2022
Ann E. Finn	Secretary	

DATE: June 1, 2020

TIME: 1:00 p.m.

Due to Executive Order D 2020 044 Safer at Home issued by Governor Polis on April 26, 2020, and Public Health Order 20-28 implementing the Executive Order, issued by the Colorado Department of Health and Environment (CDPHE) on April 26, 2020, this meeting will be held via teleconferencing and can be joined through the directions below:

CONFERENCE CALL NUMBER: 1-877-261-8991
PASSCODE: 6168588

I. ADMINISTRATIVE MATTERS

A. Disclosure of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notices.

C. Discuss results of the May 5, 2020 Election (enclosures).

D. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Asst. Secretary _____

Asst. Secretary _____

Asst. Secretary _____

- E. Review and approve the Minutes of the February 19, 2020 Special Meeting (enclosure).
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- F. Consider authorizing all interested Board Members (and guest) to attend the 2020 SDA Conference in Keystone on September 23, 24 and 25, 2020.
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II. PUBLIC COMMENTS

- A. 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.
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III. FINANCIAL MATTERS

- A. Review and accept unaudited financial statements for the period ending March 31, 2020 and the schedule of cash position updated as of _____, 2020 (to be distributed).
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- B. Review and consider acceptance of the 2019 Audit (to be distributed) and approval of execution of Representations Letter.
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- C. Consider appointing the District Accountant to prepare the 2021 Budget and set the date for a Public Hearing to adopt the 2021 Budget for December 7, 2020, at 1:00 p.m., to be held at the Hines Office, 1144 15th Street, Suite 3675, Denver, Colorado 80202.
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IV. LEGAL MATTERS

- A. Ratify approval of the Extra-Territorial Wastewater Service IGA between the Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2 (enclosure).
-

V. OTHER BUSINESS

- A. _____
-

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 7, 2020 – BUDGET HEARING**

**CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES ELECTED FOR
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2**

The Designated Election Official of the Crowfoot Valley Ranch Metropolitan District No. 2 has been duly authorized by the Board of Directors to cancel and declare candidates elected if, at the close of business on the sixty-third (63rd) day before the election or thereafter, there are not more candidates than offices to be filled at the election to be conducted on May 5, 2020; and

As of the close of business on March 3, 2020, or thereafter, there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

Pursuant to Section 1-13.5-513(1), C.R.S., the Designated Election Official hereby cancels the regular election to be conducted on May 5, 2020.

THE ELECTION IS CANCELLED AND THE FOLLOWING CANDIDATES ARE DECLARED ELECTED FOR THE FOLLOWING TERMS:

Richard B. Cross 2757 West Denver Place Denver, Colorado 80211	Three-year term to 2023
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Mitchell M. Peterson 2526 West 39 th Avenue Denver, Colorado 80211	Three-year term to 2023
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Chad D. Murphy 4530 North Meade Street Denver, Colorado 80211	Two-year term to 2022
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Ryan D. Marsh 2747 South Steele Street Denver, Colorado 80210	Two-year term to 2022
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John W. Despard 9909 Isabelle Road Lafayette, Colorado 80026	Two-year term to 2022
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DATED this 4th day of March, 2020.



Designated Election Official

Contact Person for District:

Matt P. Ruhland

Telephone Number of District:

Collins Cockrel & Cole

(303) 986-1551

Address of District:

390 Union Boulevard, Suite 400

Lakewood, Colorado 80228

NOTICE OF CANCELLATION OF REGULAR ELECTION
BY THE DESIGNATED ELECTION OFFICIAL FOR THE
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2

NOTICE IS HEREBY GIVEN by the Crowfoot Valley Ranch Metropolitan District No. 2, Douglas County, Colorado, that at the close of business on the sixty-third (63rd) day before the election or thereafter there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 5, 2020, is hereby cancelled.

The following candidates are declared elected:

Richard B. Cross	Three-year term to 2023
Mitchell M. Peterson	Three-year term to 2023
Chad D. Murphy	Two-year term to 2022
Ryan D. Marsh	Two-year term to 2022
John W. Despard	Two-year term to 2022

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 2

/s/ Micki L. Mills

Designated Election Official

Published in: Douglas County News Press

Published on: March 12, 2020

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2 HELD FEBRUARY 19, 2020

A Special Meeting of the Board of Directors (the “Board”) of the Crowfoot Valley Ranch Metropolitan District No. 2 (the “District”) was convened on Wednesday, the 19th day of February 2020, at 11:30 a.m., at Hines, 1144 15th Street, Suite 3675, Denver, Colorado 80202. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Chad Murphy
Richard Cross
Matthew B. Greenberg

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the absence of Director Despard was excused.

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Matthew Ruhland, Esq.; Collins Cockrel & Cole, P.C.

Jason Carroll, CliftonLarsonAllen LLP

Ryan Marsh; Hines Interests Limited Partnership

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Attorney Ruhland noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Directors’ Disclosure Statements have been filed.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Agenda was approved, as presented.

Minutes: The Board reviewed the Minutes of the December 2, 2019 Regular Meeting.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Minutes of the December 2, 2019 Regular Meeting were approved, as presented.

LEGAL MATTERS

Extra-Territorial Wastewater Service IGA between Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2: Attorney Ruhland reviewed the Extra-Territorial Wastewater Service IGA between the Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

Following review and discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved the Extra-Territorial Wastewater Service IGA between Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2, subject to final negotiation and review by Attorney Ruhland and sign off by the District President.

OTHER BUSINESS

There was no other business to discuss at this time.

ADJORNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

**EXTRA-TERRITORIAL
WASTEWATER SERVICE
INTERGOVERNMENTAL AGREEMENT**

DATE: _____, March 3, 2020.

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, acting by and through the **CASTLE ROCK WASTEWATER ENTERPRISE**, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NOS. 1 and 2, quasi-municipal corporations and political subdivisions of the State of Colorado, (141 Union Boulevard, Suite 150, Lakewood, Colorado 80228) (“Districts”).

RECITALS:

- A. Initially capitalized words and phrases used in this IGA have the meanings stated in Article I, or as indicated elsewhere in the Agreement.
- B. The Districts are organized to provide public improvements, facilities and services within their service area, which is generally coextensive with the property in unincorporated Douglas County in development as Canyons South, more particularly described in the attached *Exhibit 1* (“Property”). The Town will provide water service to the Property in accordance with the Water Service Agreement, as defined below.
- C. The Town and Districts have determined it is mutually beneficial for the Town to provide wastewater service to the Property on the terms and conditions prescribed in this IGA.
- D. Pursuant to the Canyons Service Agreement between District No. 1, HT Canyons South Development LP (the “Developer”) and the Denver Southeast Suburban Water and Sanitation District d/b/a Pinery Water and Wastewater District (the “Pinery”), District No. 1 has the contractual right to acquire wastewater treatment capacity at the Pinery wastewater plant sufficient to accommodate the treatment of the wastewater flows from the Property at full development.
- E. Pursuant to the Pinery Treatment IGA between Town and the Pinery, Town has acquired the right to treatment of the wastewater flows from the Property, subject to the District’s acquisition of sufficient treatment capacity under the Canyons Service Agreement.

- F. Pursuant to this IGA, the Property will receive wastewater service from the Town in the same manner and to a similar service standard as properties within the municipal limits of the Town, subject to a twenty-five percent (25%) surcharge on all Service Charges.
- G. The Town's provision of wastewater service to the Districts is premised on the Districts' commitment to adopt and enforce the Town's comprehensive wastewater service and management regulations as the regulations of the Districts, such that the residents and other customers of the Districts have the same privileges and responsibilities as Town residents and customers. Accordingly, the Districts will adopt changes and additions to Town Regulations imposed by the Town within its municipal service area from time to time to maintain a consistent regulatory scheme.
- H. Under the terms of the Consolidated Service Plan for the Districts, District No. 1 has the primary responsibility for developing infrastructure and maintaining public services for the Property. District No. 2 is primarily a financing entity.
- I. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governments to make the most efficient and effective use of their powers, responsibilities and resources and to enter into cooperative agreements on such matters as are addressed in this IGA.

COVENANTS:

THEREFORE, in reliance on the matters set forth above and in consideration of the mutual promises contained in this IGA, the parties agree and covenant as follows:

**ARTICLE I
DEFINITIONS**

1.01 Defined Terms. The following words, when capitalized in the text shall have the meanings indicated:

Board: the Board of Directors of District No. 1 or District No. 2, as applicable.

Canyons Service Agreement: Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated December 23, 2004, recorded in the Records on January 3, 2005 at Reception No. 2005000493, as amended by that certain Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated May 29, 2009 recorded in the Records on June 2, 2009 at Reception No. 2009041897, and as amended by that certain Second Amendment to Denver Southeast

Suburban Water and Sanitation District Service Agreement (The Canyons) dated November 16, 2016, recorded in the Records on November 29, 2016 at Reception No. 2016086230, and as amended by that certain Third Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated July 19, 2017, recorded in the Records on July 26, 2017 at Reception No. 2017050688, and as amended by that certain Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated February 19, 2020, recorded in the Records on May 8, 2020 at Reception No. 2020038304

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

C.R.S.: the Colorado Revised Statutes, as amended.

Council: the Castle Rock Town Council, the governing body of the Town.

Development Plan: the land use development plans and regulations approved for the Property by Douglas County.

District or District No. 1: the Crowfoot Valley Ranch Metropolitan District No. 1.

District No. 2: the Crowfoot Valley Ranch Metropolitan District No. 2.

Districts: Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

District Facilities: those collection and transmission lines and associated appurtenances to be constructed by the Districts, conveyed to and maintained by the Town.

District Fees: those fees and charges imposed by the Districts, independent of this IGA.

District Regulations: the Wastewater Regulations adopted by the District.

Equipment Surcharge: \$412 per connection to the wastewater system collected as condition to connection to the Town's wastewater system for the purpose of Town funding equipment necessary to meet the Service Commitment.

Facilities: the wastewater collection infrastructure required to serve the Property.

Facilities Plan: the plan attached as *Exhibit 2* depicting the location of necessary District Facilities.

IGA: this Extraterritorial Wastewater Service Intergovernmental Agreement and any amendments and supplements to it.

Owner: the record owner(s) of the Property. As of the date of this IGA, the Owner is HT Canyons South Development LP,

Owner's Consent: the document attached as *Exhibit 3* containing the acceptance and consent of the Owner to this IGA.

Pinery Treatment IGA: Intergovernmental Agreement between Denver Southeast Suburban Water and Sanitation District D/B/A Pinery Water and Wastewater District and the Town of Castle Rock dated March 3, 2020, recorded in the Records on May 8, 2020 at Reception No. 2020 038309.

Plans: the plans, documents, drawings, and specifications prepared by or for the Districts and approved by the Town for construction, installation or acquisition of any of the Facilities.

Property: the real property that is subject to this IGA and is described in the attached *Exhibit 1*.

Records: the public records maintained by the Douglas County Clerk and Recorder.

Service Charges: the periodic charges for Wastewater Service in accordance with Section 4.01 of this IGA.

Town: the Town of Castle Rock, a home rule municipal corporation.

Town Regulations: the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all public works and building codes, as the same may be amended from time to time. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application of the term under this IGA.

Water Service: the provision of potable water service for domestic use, inclusive of fire flows, in accordance with the terms of the Water Service IGA.

Water Service IGA: Castle Rock / Canyons South Water Service Intergovernmental Agreement dated June 14, 2005, recorded in the Records on September 7, 2005 at Reception No. 2005085039.

Wastewater Regulations: the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal wastewater service, including Service Charges, public works regulations inclusive of the infrastructure permitting, construction,

inspection and acceptance. Reference to the Wastewater Regulations shall mean the Wastewater Regulations in effect at the time of application under this IGA.

Wastewater Service: the collection and treatment of wastewater from the Property in accordance with the terms of this IGA

Water Regulations: the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal water service, including Fees, Service Charges, public works regulations inclusive of the infrastructure permitting, construction, inspection and acceptance, backflow prevention, water use management practices and Conservation Regulations. Reference to the Water Regulations shall mean the Water Regulations in effect at the time of application under the Water Service IGA.

Certain other terms are defined in the text of this IGA and shall have the meaning indicated.

1.02 Cross-Reference. Any reference in the text to a section or article number, without further description shall mean such section or article in this IGA.

ARTICLE II GENERAL PROVISIONS

2.01 Interpretation and Construction. This IGA shall be applied and interpreted to further the following fundamental concepts, unless expressly provided to the contrary in the text:

- A. The Property is to receive Wastewater Service to the same standards and subject to the same requirements as properties and customers within the municipal limits of the Town;
- B. The provision of Wastewater Service will be governed by the Wastewater Regulations as they evolve during the term of this IGA, so long as the Wastewater Regulations are applied to the Property and properties within the municipal limits of the Town in a non-discriminatory manner; and
- C. The Districts will promptly adopt and enforce the Wastewater Regulations on the Property as the separate regulations of the District.

2.02 Intended Beneficiary. This IGA is entered into for the express and intended purpose of permitting the development of the Property in accordance with the Development Plan. In reliance upon and to enable the Town's Wastewater Service commitment to the Property ("Service Commitment"), Owner and its successors in interest to ownership of the Property are entitled to all rights and benefits afforded Districts under this IGA, including the contractual right

to obtain enforcement of this IGA as provided in Article VII. Owner has acknowledged that the Property is subject to the provisions of this IGA by execution of the Owner's Consent.

2.03 Third Party Performance. Any non-governmental obligation imposed on the Districts by this IGA may be assumed and discharged by Owner, a Property developer, a homebuilder, or other Property owner. However, such assumption by a third party shall not release the Districts from its underlying obligation.

2.04 Reservation of Powers. Except as provided in this IGA or as necessary to give effect to the intent and purpose of this IGA, Town and Districts reserve all of their respective powers and authority as independent governmental entities. Nothing in this IGA shall preclude or impair the Districts from imposing District Fees, provided that the Districts shall not impose District Fees such that the Town's right of enforcement or collection of the Equipment Surcharge and Service Charges is in any manner impaired or subordinated.

2.05 Limited Purpose. This IGA is limited to the Service Commitment and the Property is subject only to the Wastewater Regulations and Water Regulations pursuant to the Water Service IGA, as components of the Town Regulations. Except for fire and emergency medical service provided by the Town on behalf of the Castle Rock Fire Protection District and the Water Service commitment under the Water Service IGA, the Town does not currently provide other municipal services to the Property, nor are the Districts or owner currently subject to other Town Regulations or the payment of other fees, charges and exactions the Town imposes on development within its municipal limits.

2.06 Joint Responsibility. District No. 1 is assigned primary responsibility for performance and compliance with this IGA. However, to the extent that District No. 2's approval or authorization is necessary to enable District 1 to fully perform this IGA, District No. 2 shall be so obligated. Should District No. 1 be dissolved as part of a consolidation into District No. 2, references in this IGA to District shall mean District No. 2. Subject to these qualifications, references to District shall mean District No. 1.

ARTICLE III FACILITIES DEVELOPMENT AND MAINTENANCE

3.01 Wastewater Treatment Capacity. District No. 1 hereby assigns its rights to the wastewater treatment capacity in the Plant (as defined in the Canyons Service Agreement) to Taps

(as defined in the Canyons Service Agreement) (the "Capacity") to the Town and the Town acknowledges that the rights to the Capacity is not absolute until such time as physical connection of a Tap is made to the Plant and the Tap is deemed a Utilized Tap (as defined in the Canyons Service Agreement). The Town acknowledges that only at such time as a Tap is deemed a Utilized Tap, shall the Town have the right to access the Capacity related to such Tap. The Town further acknowledges that until such time, its rights to the Capacity related to Unutilized Taps (as defined in the Canyons Service Agreement) are contingent upon ongoing payment of Service Charges (as defined in the Canyons Service Agreement) related to Unutilized Taps by the Developer to the Pinery pursuant to the Canyons Service Agreement and the Pinery will continue to have the right to lien properties for unpaid Service Charges related to such Unutilized Taps. The Parties acknowledge that in no event shall the Town have any obligation for payment of the Service Charges.

3.02 Wastewater Treatment. Town shall have no obligation to develop or fund Facilities. However, Town shall keep in force and effect the right to wastewater treatment through the Pinery Treatment IGA, provided the Districts acquire sufficient treatment capacity pursuant to the Canyons Service Agreement.

3.03 District Facilities. Town shall have no obligation to construct or finance the Facilities except as required under the Town's maintenance obligation of the Facilities. District No. 1 shall construct the District Facilities at the sole expense of the Districts. The District Facilities will connect to the existing facilities of the Pinery as depicted on the Facilities Plan. District Facilities shall be permitted through the Town in the same manner as similar infrastructure is permitted in the Town. District Facilities shall be constructed to the public works standards and other applicable provisions of the Wastewater Regulations and District Regulations not in conflict with the Wastewater Regulations and the approved Plans. Town shall provide Plan review, public works inspection and acceptance services in consideration of the payment of public works permit fees.

Upon substantial completion of the District Facilities, good and marketable title to the District Facilities shall be conveyed to the Town by warranty bill of sale substantially in the form attached as *Exhibit 4*. In the event District Facilities are not constructed within a public right of way or easement that runs to the benefit of the Town, the Districts shall concurrently cause to be conveyed to Town suitable easements to permit Town's ongoing operation and maintenance of

such District Facilities. The requirements for the quality of title and title insurance for such easements shall be the same as those prescribed for Property Interests in 3.05.

During the applicable warranty period under the District Regulations, District No. 1 will diligently address warranty items and apply, as necessary, the financial surety posted during the warranty period.

The Town's obligation to provide Wastewater Service to any particular developing area of the Property is dependent and conditioned upon the District's substantial and good faith compliance with the standards and requirements set forth in this section 3.03 in the development of the District Facilities servicing such area.

3.04 Operation and Maintenance. Town shall operate, maintain and repair the District Facilities and all aspects of the wastewater system servicing the Property to the same service level standards as the Town maintains within the Town. After final acceptance of the District Facilities, the Districts shall have no obligation to fund operation and maintenance of the District Facilities.

3.05 Property Interests. If required by the Town in the future, the Districts shall cause to be conveyed to Town, at no cost to Town, necessary sites and easements on the Property to permit the reconfiguration, replacement or maintenance of the Facilities ("Property Interests"). The standards for the scope of the Property Interests generally shall be of a size and configuration for public works constructed in the Town. Additional Property Interests shall be conveyed with marketable title, free of liens, encumbrances, taxes and restrictive covenants (including typical CCR's for new communities). Town shall be provided title insurance at District's expense in amounts reflecting fair market value of the respective Property Interests.

ARTICLE IV SERVICE CHARGES AND EQUIPMENT SURCHARGE

4.01 Extraterritorial Fees and Charges. All Service Charges shall be imposed at the rate of 125% of the amount that is imposed under the Wastewater Regulations for wastewater service within the Town limits. All references in this IGA to Service Charges applicable to the Property shall be inclusive of this 25% extraterritorial surcharge. The Districts shall impose the Equipment Surcharge and Service Charges within the Property through the District Regulations, as provided in this Article IV.

4.02 District Adoption of Wastewater Regulations. At all times during the term of this IGA, Districts shall maintain in force the Wastewater Regulations as the independent overlapping regulations of the Districts. The District Regulations must at all times reflect the Wastewater Regulations in all aspects. The Districts hereby delegate to Town the authority to collect and enforce payment of the Equipment Surcharge and Service Charges in accordance with this IGA. A joint resolution of the Districts' Boards adopting the District Regulations effective with approval of this IGA is attached as *Exhibit 5*.

Periodically, as the Town revises the Wastewater Regulations ("Revisions") it shall give the Districts' Boards reasonable prior notice of the Revisions such that the District's Boards may take necessary legislative and administrative actions to incorporate the Revisions into the District Regulations ("District Revisions"). The effective date of the District Revisions shall coincide with the effective date of the Revisions. Reasonable prior notice shall mean the public notice of the Revisions the Town in fact gave its citizens prior to adoption of the Revisions. Provided further, the Town shall make concerted efforts to involve the District's Boards and customers of the Districts in the informal Town processes preceding formal notice of the proposed Revisions, such that there is adequate opportunity for the District's Boards and residents of the Districts to become apprised of the proposed Revisions and give input to the Town prior to final action on the Revisions.

Failure of the Districts to timely adopt the District Revisions in strict compliance with the provisions of this section, entitles the Town to pursue its remedies under Article V, including termination of the Service Commitment under section 5.03. Nothing in this section shall preclude the Town from adopting Revisions under its emergency powers for the immediate preservation of the public health, safety and welfare.

4.03 District Certifications. Annually, not later than January 15th, the Districts shall certify to the Town that as of the commencement of that calendar year, the District Regulations lawfully impose a schedule of Service Charges in compliance with this IGA. Failure of the Districts to conform the District Regulations to the Revisions, including specifically changes or additions to the Service Charges shall constitute a Default under section 5.01 and trigger application of the termination provisions of 5.03. In addition to such annual certification, the Districts shall promptly respond to Town requests for periodic certification of compliance of the District Regulations with this IGA.

4.04 Payment of Equipment Surcharge. The Equipment Surcharge shall be paid directly to the Town concurrently with payment of the Fees as set forth in Section 4.04 of the Water Service Agreement, at which time Town will issue a certificate of payment to the permittee ("Payment Certificate"). As part of the review and process preceding issuance of the Payment Certificate, the Town shall determine compliance with applicable Wastewater Regulations in the same manner if the Town were issuing a building permit for the subject improvement.

Town will provide a level of customer service in the review of permit applications equivalent to the customer service provided to applicants for building permits in the Town. Payment of the applicable Equipment Surcharge and tender of a Payment Certificate shall be a condition of issuance of the building permit by Douglas County. Prior to the issuance of the first Payment Certificate, Town and Districts shall establish a written protocol with Douglas County which implements the process for collection of the Equipment Surcharge and issuance of Payment Certificates prescribed by this Section.

4.05 Service Charges. Service Charges shall be billed and collected directly by Town to customers in the same manner as the Town administers the billing and collection of Service Charges within its municipal limits, provided that the billing shall reflect that the billing is issued under the concurrent authority of the Districts. All collection and delinquency processes and charges in the Wastewater Regulations shall apply to Wastewater Service to the Property by virtue of the District Regulations. The Districts shall assist the Town in enforcing collection of Service Charges.

4.06 Limit on Fees and Charges. Other than the Equipment Surcharge provided for herein, the Town may not impose any capital or connection fees as a condition to obtaining Wastewater Service. Other than the 25% extraterritorial surcharge provided in 4.01, the Town may not impose any Service Charges which are not imposed under the Town Regulations within the municipal limits of the Town served by the Pinery.

ARTICLE V DEFAULT AND TERMINATION

5.01 Default Notice and Cure Rights. In the event either party alleges that the other is in default of this IGA ("Default"), the non-defaulting party shall first notify the defaulting party in writing of the Default ("Default Notice") and specify the exact nature of the Default in the Default

Notice. The defaulting party shall have 60 days from receipt of the Default Notice within which to cure the Default ("Cure Period") before the non-defaulting party may exercise its remedies.

5.02 Mutual Remedies. If a Default is not cured within the Cure Period, and in addition to any specific remedies or consequences provided elsewhere in this IGA, the non-defaulting party shall have the right to take whatever action at law or in equity that is necessary or desirable to enforce the performance and observation of this IGA by the defaulting party, including equitable remedies afforded under Rule 106 CRCP.

5.03 Termination of Service Commitment. In the event that: (i) the uncured Default is the failure of the District(s) to comply with the obligations to enact and enforce the District Regulations and/or District Revisions, in accordance with 4.02, or (ii) there is a final judicial disposition of litigation commenced by the Town under 5.02 that encompasses both of the following elements, or (iii) the District(s) is dissolved or vacancies on the Board(s) preclude the maintenance of a quorum of the Board(s) for a period of time longer than 60 days, or (iv) the District(s) seek relief under Chapter 9 of the United States Bankruptcy Code, (each of the foregoing constituting a "Terminable Event") the Town may terminate the Service Commitment in accordance with the further provisions of this section:

- A. The District(s)' independent governmental powers and/or public policy preclude the judicial enforcement or the mandated cure of the Default or the grant of the other equitable relief sought by the Town against the District(s) and/or its Board(s); and
- B. There is no concurrent finding that the underlying Wastewater Regulation upon which the Town seeks District(s) performance is invalid or was not lawfully adopted or enacted by the Town.

Upon commencement of a Terminable Event, the Town may give notice to the Districts of termination of the Service Commitment ("Termination Notice"). Alternatively, the Town may seek judicial relief. Absent supplemental agreement between Town and District(s), District(s) shall have 180 days from the date of the Termination Notice to acquire alternative wastewater service from other wastewater service providers ("Termination"). In conjunction with Termination, the assumption of wastewater service to the Property by a third party, the Town shall convey its interest in the District Facilities and related easements necessary for the new wastewater provider to facilitate the assumption of ownership and maintenance responsibilities by such provider.

Upon Termination, the Town shall retain ownership and interest in the Equipment Surcharges and Service Charges imposed through the date of Termination.

5.04 Cure Rights under Pinery Treatment IGA. Districts shall have the right, but not the obligation to cure a default by the Town under the Pinery Treatment IGA so as to maintain the ability to continue wastewater treatment by the Pinery. In that event, Districts shall have the right to seek recoupment of its expenditures incurred in curing the Town default.

**ARTICLE VI
MISCELLANEOUS**

6.01 Notice. All notices or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Town:	Castle Rock Water Enterprise Attn: Director of Castle Rock Water 100 N. Wilcox Street Castle Rock, Colorado 80104
With copy to:	Town Attorney Town of Castle Rock 100 N. Wilcox Street Castle Rock, Colorado 80104
If to District No. 1	Crowfoot Valley Ranch Metropolitan District No. 1 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Attn: Ann Finn
With copy to:	Crowfoot Valley Ranch Metropolitan District No. 1 390 Union Boulevard, Suite 400 Denver, Colorado 80228 Attn: Matthew Ruhland
If to District No. 2	Crowfoot Valley Ranch Metropolitan District No. 2 141 Union Boulevard, Suite 150 Lakewood, Colorado 80228 Attn: Ann Finn

With copy to: Crowfoot Valley Ranch Metropolitan District No. 2
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matthew Ruhland

6.02 Notice of Meetings. The Districts shall submit a copy of a written notice of every regular or special meeting of the Districts to the Town Clerk at least three days prior to such meeting.

6.03 Assignment. No transfer or assignment of this IGA or of any rights hereunder shall be made by either party, other than Town may assign this IGA to another governmental entity as part of the transfer of all of the Town's water system to such entity. In the event of such transfer, the entity assuming responsibility for Wastewater Service to the Property shall expressly assume the Town's responsibility under this IGA.

6.04 Indemnification.

6.05 Amendments. This IGA may be amended only in writing upon the consent of the parties. Amendments shall be approved by resolution of the Council and resolution of the Board.

6.06 No Waiver. The waiver or delay of enforcement of one or more terms of this IGA shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this IGA shall not constitute a waiver of any terms of this IGA.

6.07 TABOR Compliance. This IGA does not create indebtedness or any party within the meaning of any constitutional, home rule charter or statutory limitation or provision. The obligations of the parties under this IGA do not create a multiple fiscal year obligation under Article X, Section 20 of the Colorado Constitution.

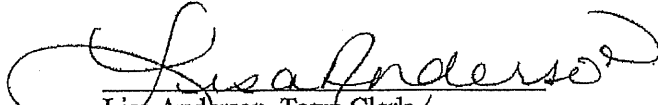
6.08 Entire Agreement. This IGA contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

6.09 Recordation. This IGA shall be recorded in the Records.

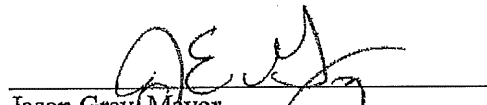
6.10 Effective Date. This IGA shall become effective upon its mutual execution by Town and Districts.

ATTEST:

**TOWN OF CASTLE ROCK acting by and
through the CASTLE ROCK
WASTEWATER ENTERPRISE**



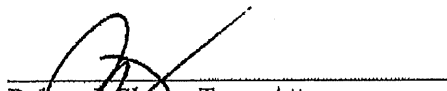
Lisa Anderson, Town Clerk



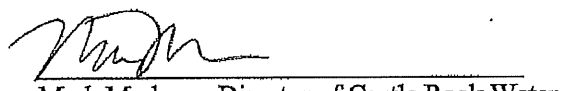
Jason Gray, Mayor

Approved as to form:

Approved as to content:



Robert Slenz, Town Attorney



Mark Marlowe, Director of Castle Rock Water



**CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1, a
quasi-municipal corporation and political
subdivision of the State of Colorado**



Chad Murphy, Chair

Attest:



Name: RICHARD CROSS

Title: TREASURER

**CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 2, a
quasi-municipal corporation and political
subdivision of the State of Colorado**



Chad Murphy, Chair

Attest:



Name: RICHARD CROSS

Title: TREASURER

EXHIBIT 1
PROPERTY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF SECTIONS 17, 18, 19, 20, 30 AND 31, TOWNSHIP 7 SOUTH, RANGE 66 WEST, TOGETHER WITH A PART OF SECTIONS 24 AND 25 OF TOWNSHIP 7 SOUTH, RANGE 67 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF SOUTHWEST QUARTER OF SAID SECTION 17, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND ASSUMED TO BEAR SOUTH 00°04'04" WEST, WITH ALL BEARINGS HEREIN REFERENCED THERETO,

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, NORTH 89°28'08" EAST, A DISTANCE OF 2623.37 FEET TO THE CENTER OF SAID SECTION 17;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°10'21" EAST, A DISTANCE OF 2,651.91 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20;

THENCE ALONG SAID EAST LINE, SOUTH 00°23'13" EAST, A DISTANCE OF 2,674.59 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG SAID NORTH LINE, NORTH 89°04'35" EAST, A DISTANCE OF 1,316.94 FEET TO THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 20;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°24'05" EAST, A DISTANCE OF 1,326.74 FEET;

THENCE SOUTH 89°07'03" WEST, A DISTANCE OF 1,317.12 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 20;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, SOUTH 89°07'15" WEST, A DISTANCE OF 1,320.28 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, SOUTH 00°30'17" EAST, A DISTANCE OF 1,324.72 FEET TO THE WEST ONE-SIXTEENTH CORNER OF SAID SECTION 20 AND SECTION 29 IN SAID TOWNSHIP 7 SOUTH, RANGE 66 WEST;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, SOUTH 89°10'00" WEST, A DISTANCE OF 1,317.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20 AND THE EASTERLY BOUNDARY OF CANYONS SOUTH FILING NO. 1A, RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE UNDER RECEPTION NO. 2008047805;

THENCE ALONG THE EAST LINE OF SAID SECTION 30 AND SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 00°04'08" EAST, A DISTANCE OF 2,646.96 FEET;
- 2) SOUTH 00°03'57" EAST, A DISTANCE OF 798.32 FEET;

THENCE DEPARTING SAID EAST LINE AND SAID EASTERLY BOUNDARY, SOUTH 81°10'33" WEST, A DISTANCE OF 1460.53 FEET;

THENCE SOUTH 74°02'37" WEST, A DISTANCE OF 555.58 FEET TO THE NORTHEASTERLY BOUNDARY OF TRACT EEEE OF SAID CANYONS SOUTH FILING NO. 1A;

THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARIES OF SAID TRACT EEEE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 53°35'13" WEST, A DISTANCE OF 51.40 FEET;
- 2) SOUTH 36°24'47" WEST, A DISTANCE OF 66.67 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 74°02'37" WEST, A DISTANCE OF 251.92 FEET;

THENCE NORTH 89°06'00" WEST, A DISTANCE OF 1845.91 FEET;

THENCE SOUTH 76°24'57" WEST, A DISTANCE OF 941.82 FEET;

THENCE SOUTH 59°57'41" WEST, A DISTANCE OF 749.00 FEET;

THENCE NORTH 33°43'04" WEST, A DISTANCE OF 792.75 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 653.65 FEET TO THE EASTERLY RIGHT-OF-WAY OF TOWER ROAD, RECORDED UNDER RECEPTION NO. 2008079259 OF SAID COUNTY RECORDS;

THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 11°53'16" EAST, A DISTANCE OF 138.75 FEET;
- 2) NORTH 32°10'12" WEST, A DISTANCE OF 949.84 FEET;
- 3) NORTH 24°10'42" WEST, A DISTANCE OF 757.47 FEET;
- 4) NORTH 32°05'40" WEST, A DISTANCE OF 560.97 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD AS DETERMINED BY THAT RULE AND ORDER OF THE DOUGLAS COUNTY DISTRICT COURT RECORDED IN BOOK 1926 AT PAGE 2146, IN SAID CLERK AND RECORDERS OFFICE;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING NINE (9) COURSES:

- 1) NORTH 24°25'15" EAST, A DISTANCE OF 2.16 FEET;
- 2) NORTH 27°59'53" EAST, A DISTANCE OF 83.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 750.00 FEET;
- 3) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'19", AN ARC LENGTH OF 358.30 FEET;
- 4) NORTH 55°22'12" EAST, A DISTANCE OF 2677.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1687.00 FEET;

- 5) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°16'35", AN ARC LENGTH OF 449.80 FEET;
- 6) NORTH 54°05'18" EAST, A DISTANCE OF 14.99 FEET;
- 7) NORTH 34°14'38" EAST, A DISTANCE OF 46.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1687.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 51°57'47" WEST;
- 8) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°54'24", AN ARC LENGTH OF 115.03 FEET;
- 9) NORTH 34°07'48" EAST, A DISTANCE OF 2472.52 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY, NORTH 89°47'11" EAST, A DISTANCE OF 923.05 FEET TO CENTER OF SAID SECTION 19;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, NORTH 00°24'08" WEST, A DISTANCE OF 536.00 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89°47'11" WEST, A DISTANCE OF 563.77 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 38°27'09" EAST, A DISTANCE OF 103.97 FEET;
- 2) NORTH 27°09'32" EAST, A DISTANCE OF 49.23 FEET;
- 3) NORTH 22°01'40" EAST, A DISTANCE OF 57.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5780.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 60°18'21" WEST;
- 4) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'09", AN ARC LENGTH OF 1178.86 FEET;
- 5) NORTH 18°00'31" EAST, A DISTANCE OF 932.59 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18;

THENCE ALONG SAID SOUTH LINE, NORTH 89°19'11" EAST, A DISTANCE OF 996.80 FEET TO THE EAST SIXTEENTH CORNER OF SECTIONS 18 AND 19;

THENCE NORTH 00°03'55" WEST, A DISTANCE OF 1324.58 FEET;

THENCE SOUTH 89°15'52" WEST, A DISTANCE OF 198.36 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:

- 1) NORTH 33°06'56" EAST, A DISTANCE OF 142.82 FEET;
- 2) NORTH 56°53'04" WEST, A DISTANCE OF 1.50 FEET;
- 3) NORTH 33°06'56" EAST, A DISTANCE OF 1238.11 FEET;

- 4) NORTH 40°26'55" EAST, A DISTANCE OF 428.29 FEET;
- 5) NORTH 46°20'29" EAST, A DISTANCE OF 370.86 FEET;
- 6) SOUTH 43°39'35" EAST, A DISTANCE OF 1.50 FEET;
- 7) NORTH 46°20'28" EAST, A DISTANCE OF 309.05 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;

THENCE ALONG SAID EAST LINE, SOUTH 00°01'28" WEST, A DISTANCE OF 606.23 FEET TO THE POINT OF BEGINNING.

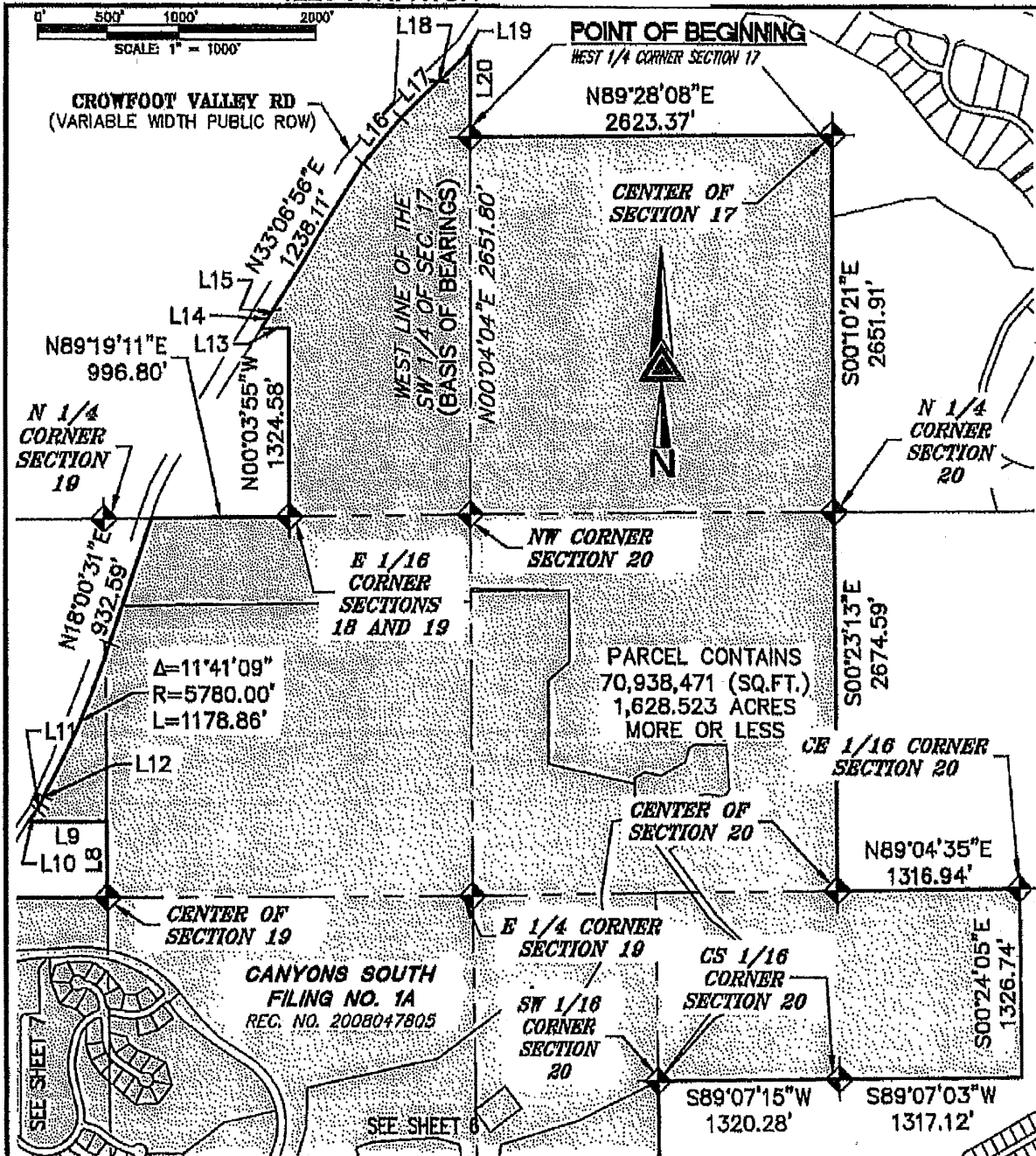
CONTAINING AN AREA OF 1628.523 ACRES, (70,938,471 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE SUITE 1, LITTLETON, CO 80122



ILLUSTRATION



PATH:
DWO NAME: DISTRICT 2.DWG
DWR: DR CHK: DED
DATE: 8/15/2018
SCALE: 1" = 1000'

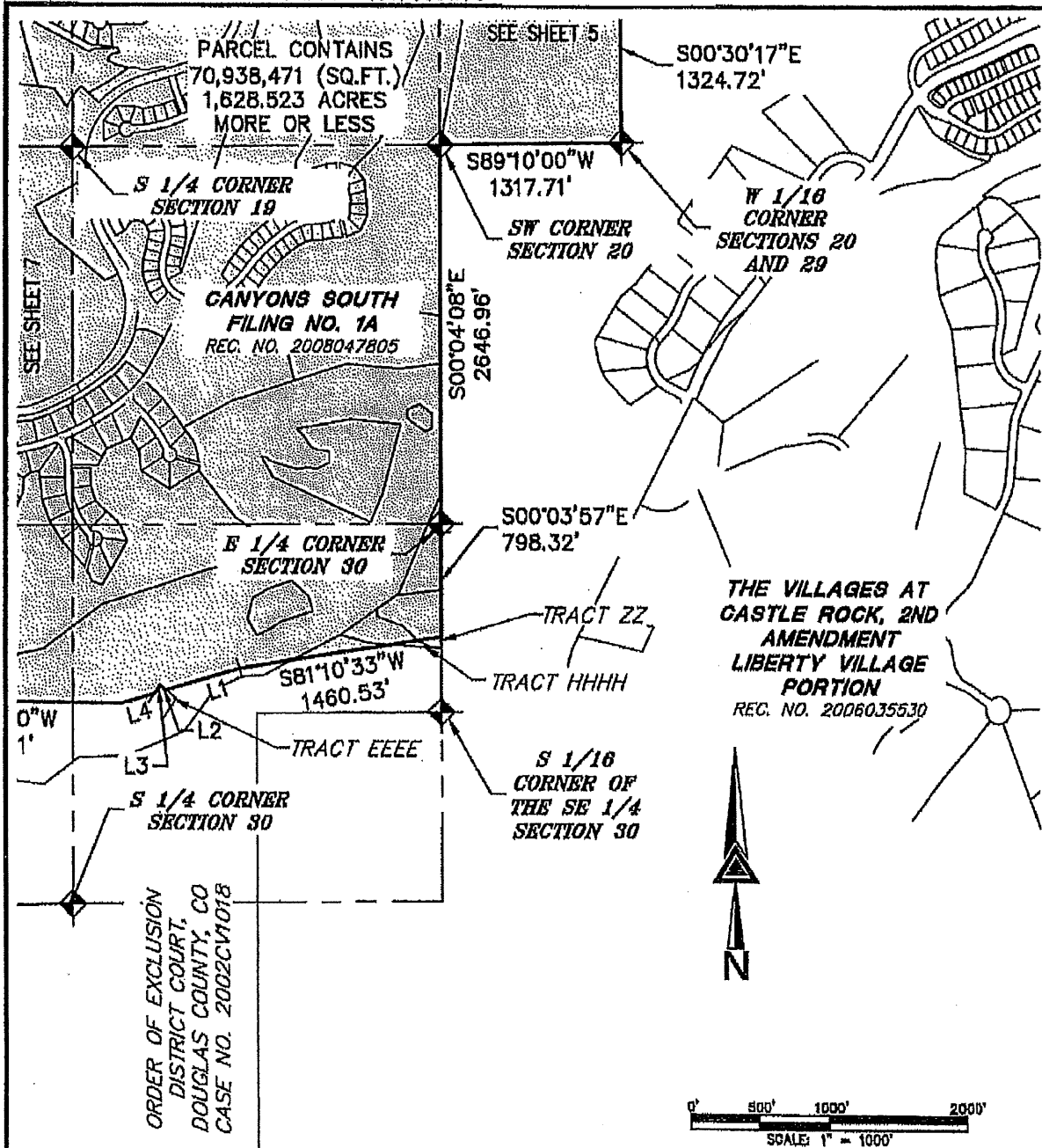


Q:\134715-01 - Crowfoot Valley Ranch Metro District Maps\DWG\SCHEMATS

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80120
Phone (303) 715-1898
Fax (303) 715-1897
www.aztecconsultants.com

SEC. 17,18,19,20,30,31, T.7S., R.66W. &
SEC. 24, 25 T.7S., R.67W.
DOUGLAS COUNTY, COLORADO
JOB NUMBER 134715-01 6 OF 8 SHEETS

ILLUSTRATION



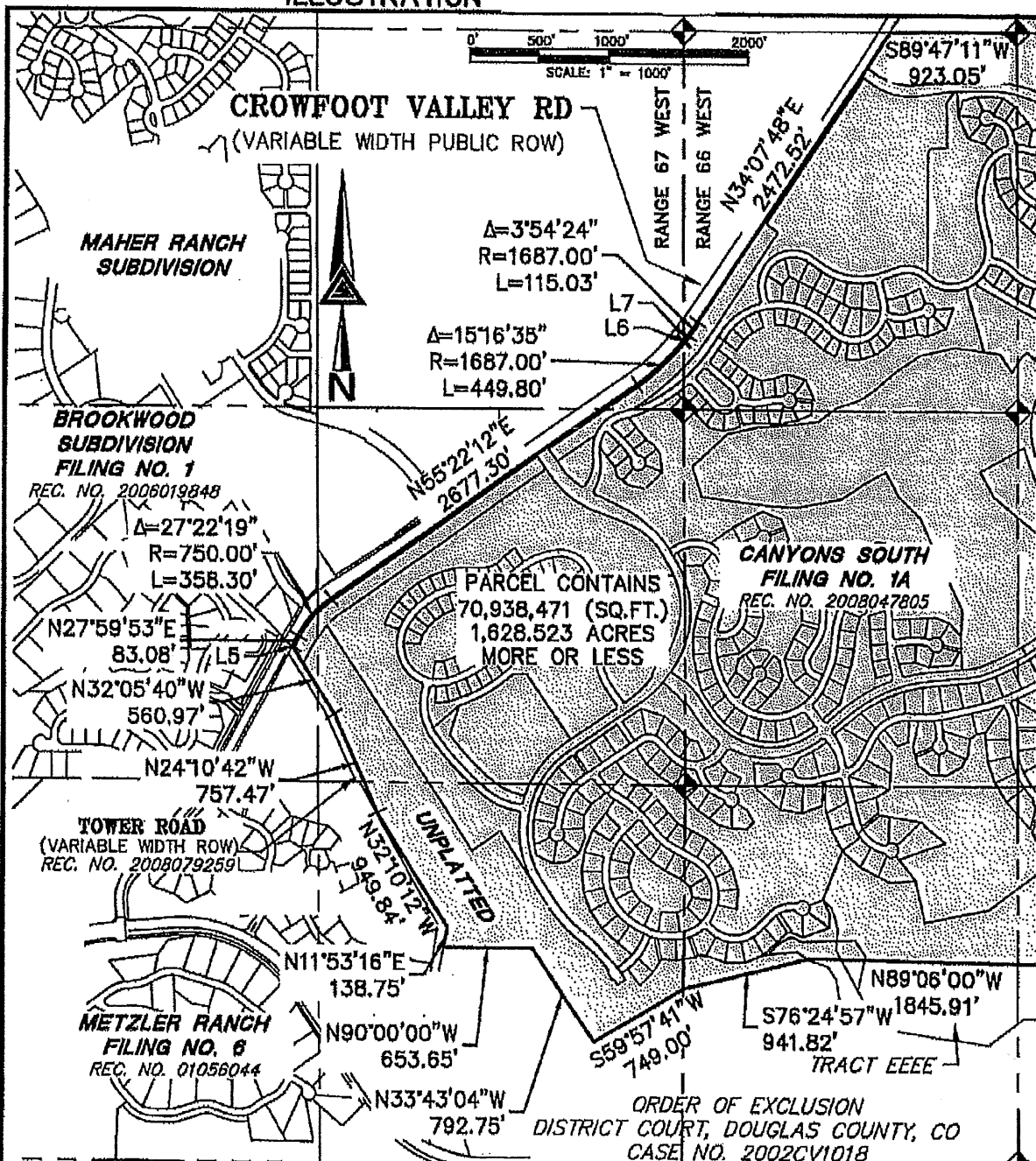
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: DISTRICT 2.DWG
 DWG: DR CHK: DED
 DATE: 8/15/2018
 SCALE: 1" = 1000'

AZTEC
 CONSULTANTS, INC.
 390 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80120
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

SEC. 17,18,19,20,30,31, T.7S., R.66W. &
 SEC. 24, 25 T.7S., R.67W.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 134718-01 8 OF 8 SHEETS

ILLUSTRATION



SEE SHEET 5

SEE SHEET 6

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: DISTRICT 2.DWG
 DWG DR: CHR, DED
 DATE: 8/15/2018
 SCALE: 1" = 1000'

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1878
 Fax: (303) 713-1879
 www.aztecconsultants.com
 Q:\134718-01 - Crowfoot Valley Ranch Metro District Maps\DWG\EXHIBITS

SEC. 17,18,19,20,30,31, T.7S., R.66W. &
 SEC. 24, 25 T.7S., R.67W.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 134718-01
 7 OF 8 SHEETS

ILLUSTRATION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°02'37"W	555.58'
L2	N53°35'13"W	51.40'
L3	S36°24'47"W	66.67'
L4	S74°02'37"W	251.92'
L5	N24°25'15"E	2.16'
L6	N54°05'18"E	14.99'
L7	N34°14'38"E	46.24'
L8	N00°24'08"W	536.00'
L9	S89°47'11"W	563.77'
L10	N38°27'09"E	103.97'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N27°09'32"E	49.23'
L12	N22°01'40"E	57.16'
L13	S89°15'52"W	198.36'
L14	N33°06'56"E	142.82'
L15	N56°53'04"W	1.50'
L16	N40°26'55"E	428.29'
L17	N46°20'29"E	370.86'
L18	S43°39'35"E	1.50'
L19	N46°20'28"E	309.05'
L20	S00°01'28"W	606.23'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

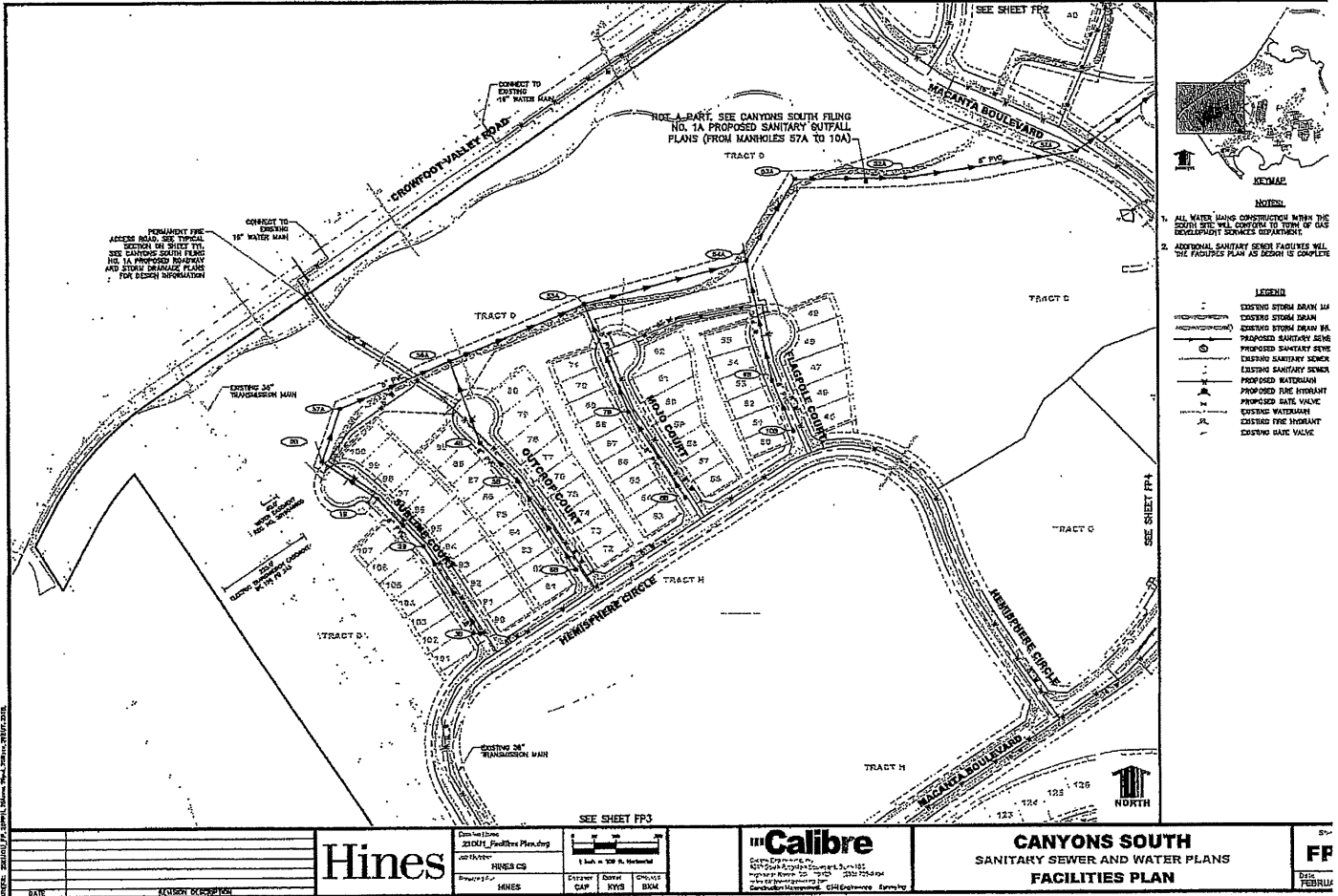
PATH: _____
 DWD NAME: DISTRICT 2.DWG
 DWG: DR CHK: BCD
 DATE: 8/15/2018
 SCALE: 1" = 1000'


 300 East Hillcrest Ave.
 Suite 1
 Littleton, Colorado 80120
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

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SEC. 17,18,19,20,30,31, T.7S., R.66W. &
 SEC. 24, 25 T.7S., R.67W.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 134718-01 8 OF 8 SHEETS

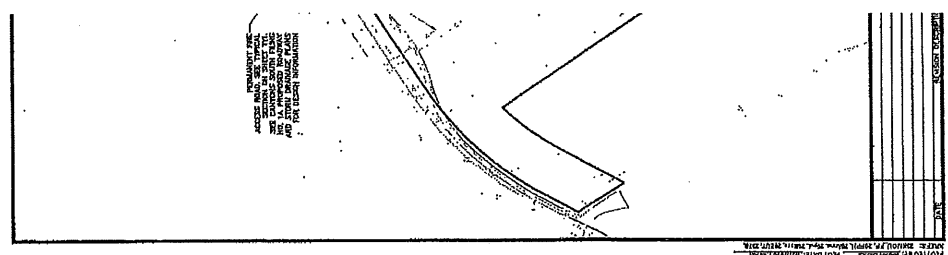
EXHIBIT 2
FACILITIES PLAN



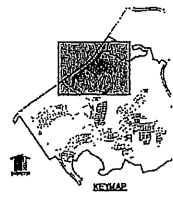
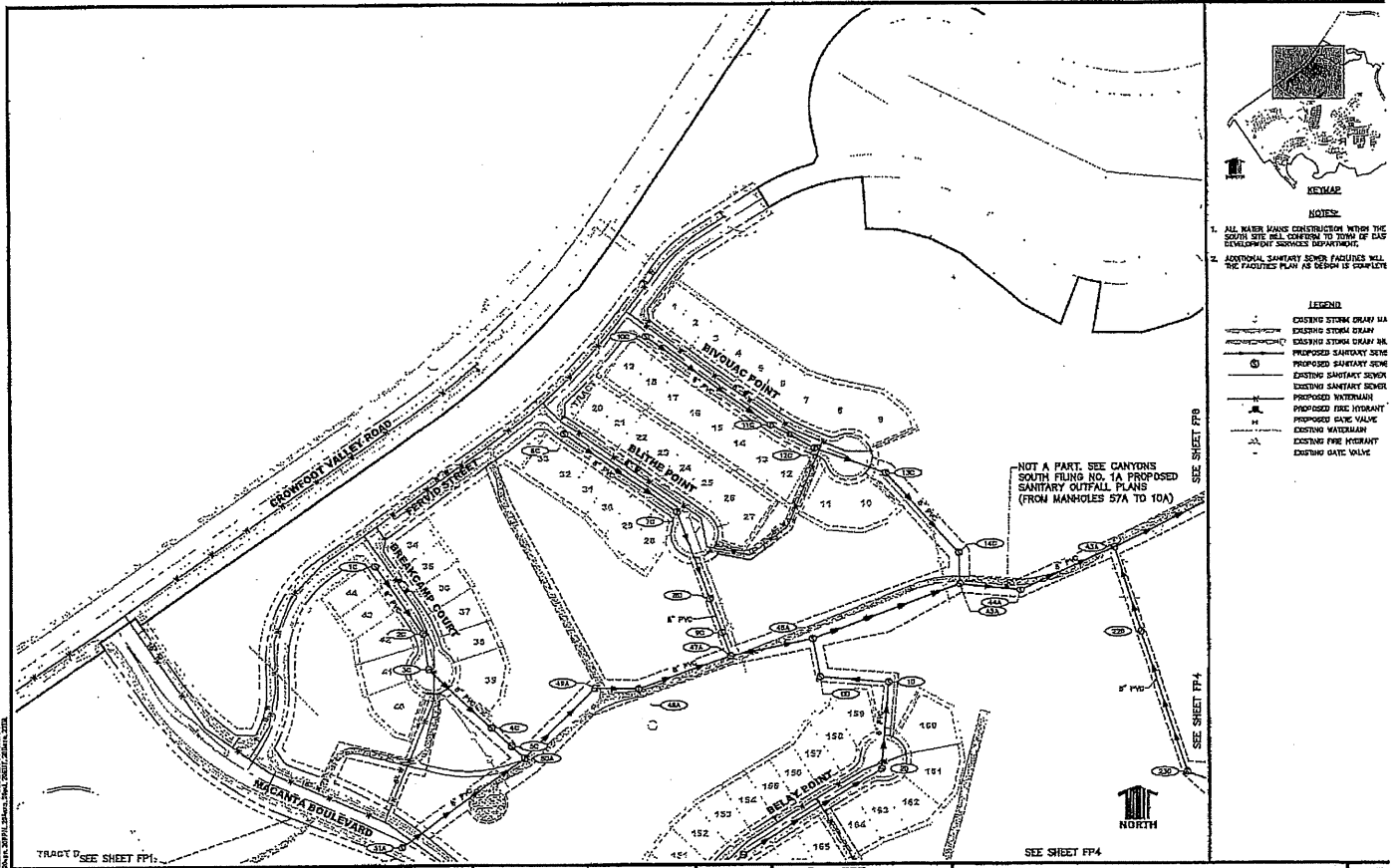
- NOTES:**
1. ALL WATER MAINS CONSTRUCTION WITHIN THE SOUTH SITE WILL CONFORM TO TYPICAL DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE PROVIDED AS NECESSARY TO COMPLETE THE FACILITIES PLAN AS SHOWN IS COMPLETED.
- LEGEND:**
- EXISTING STORM DRAIN
 - EXISTING STORM DRAIN
 - EXISTING STORM DRAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING SANITARY SEWER
 - EXISTING SANITARY SEWER
 - PROPOSED WATER MAIN
 - PROPOSED FIRE HYDRANT
 - PROPOSED RATE VALVE
 - EXISTING WATER MAIN
 - EXISTING FIRE HYDRANT
 - EXISTING RATE VALVE

HINES ENGINEERING ARCHITECTURE & ENVIRONMENTAL CONSULTANTS, INC. 12000 N. CENTRAL EXPRESSWAY, SUITE 100, DALLAS, TEXAS 75243
 DATE: 02/14/2020
 DRAWN BY: JACOB
 CHECKED BY: JACOB
 PROJECT NO: 2019-001

		Date Issued: 2/10/20 21001 Facilities Planning PROJECT: HINES CS DRAWN BY: HINES CHECKED BY: CAP DATE: N/A SCALE: BOX	SEE SHEET FPS NORTH	<p> Calibre Engineering 4210 South Loop West, Suite 101 Houston, Texas 77054 www.calibreeng.com Contact: 281.486.8888 </p>	CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN	FP FEBRUARY
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HINES ENGINEERING ARCHITECTURE & ENVIRONMENTAL CONSULTANTS, INC. 12000 N. CENTRAL EXPRESSWAY, SUITE 100, DALLAS, TEXAS 75243
 DATE: 02/14/2020
 DRAWN BY: JACOB
 CHECKED BY: JACOB
 PROJECT NO: 2019-001

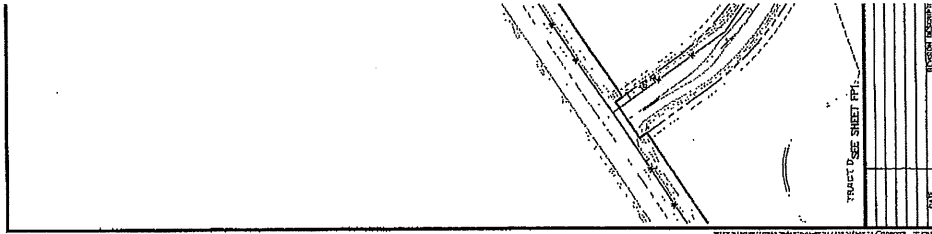


- NOTES**
1. ALL WATER MAINS CONSTRUCTION UNDER THE SOUTH SITE WILL REFER TO TOWN OF LAS VEGAS DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE THE FACILITIES PLAN AS DEVELOPMENT IS COMPLETE.

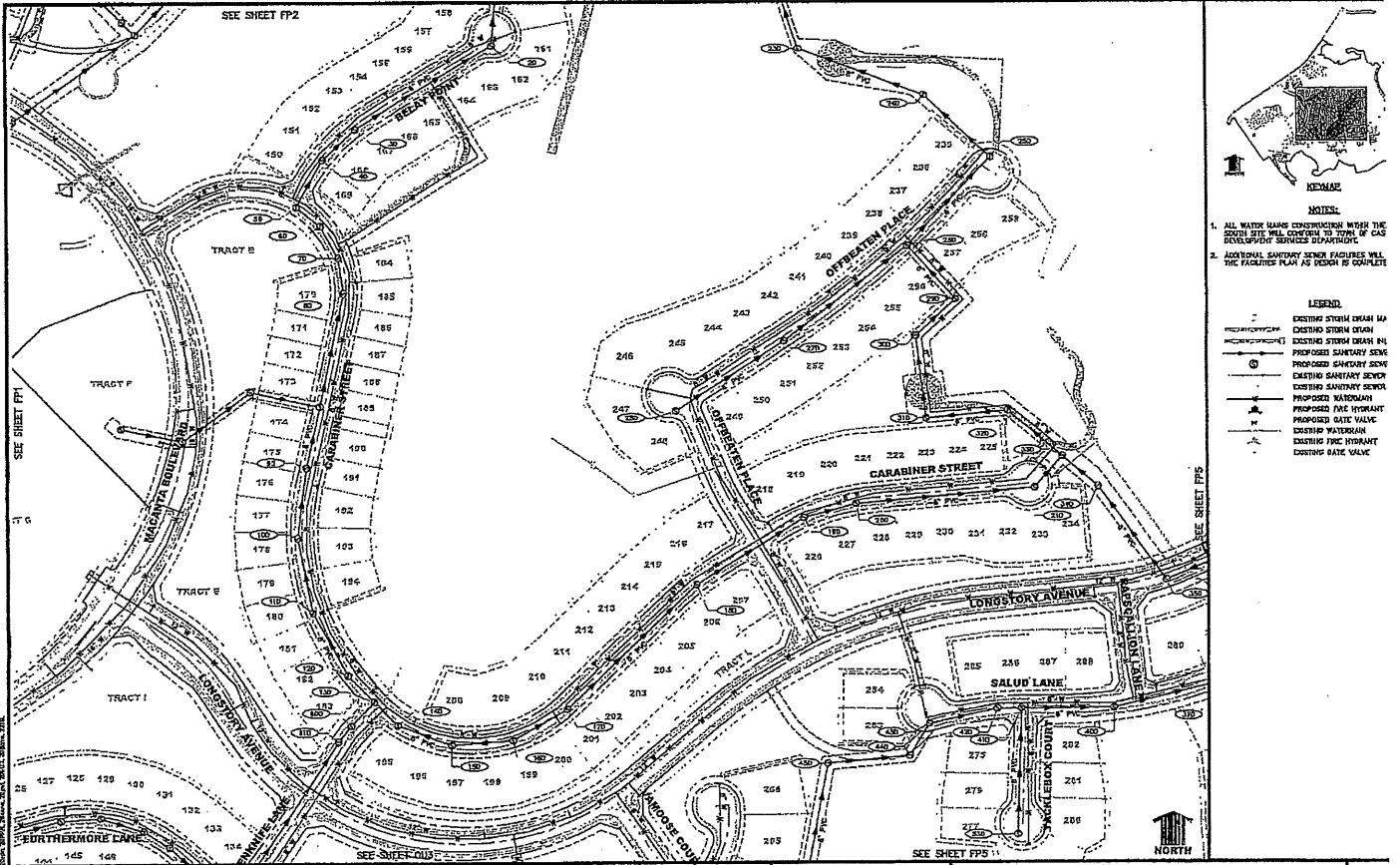
- LEGEND**
- EXISTING STORM DRAIN 18"
 - EXISTING STORM DRAIN 36"
 - EXISTING STORM DRAIN 48"
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING SANITARY SEWER
 - EXISTING SANITARY SEWER
 - PROPOSED FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING WATERMAIN
 - EXISTING FIRE HYDRANT
 - EXISTING GATE VALVE

NOT A PART. SEE CANYONS SOUTH PLUNG NO. 1A PROPOSED SANITARY OUTFALL PLANS (FROM MANHOLES 57A TO 10A)

<p>DATE</p> <p>REVISION DESCRIPTION</p>	<p>Hines</p>	<p>Drawn By: ZIGOUY, Facilities Planning</p>	<p>Scale: 1 inch = 100 ft. Horizontal</p>	<p>Calibre</p> <p>City of Las Vegas 1200 South Rainbow Blvd., Suite 100 Las Vegas, NV 89102 Tel: 702-258-2000 www.calibre.com</p>	<p>CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN</p>	<p>230 FF 02/15/2020</p>
		<p>Checked By: HINES</p> <p>City: CAP KYG BKL</p>				



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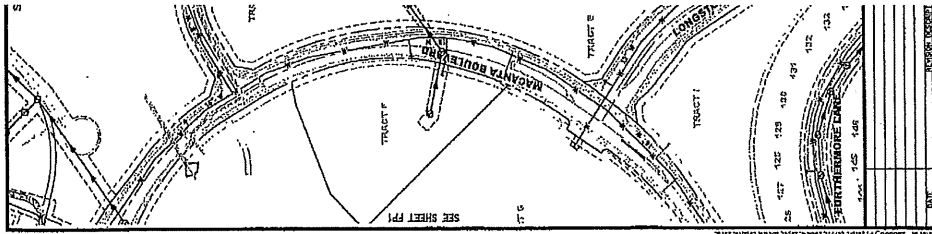


- NOTES:**
1. ALL WATER MAINS INSTALLATION WITHIN THE SOUTH SITE WILL CONFORM TO TERMS OF CASE DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE FACILITIES PLAN AS DESIGN IS COMPLETE.

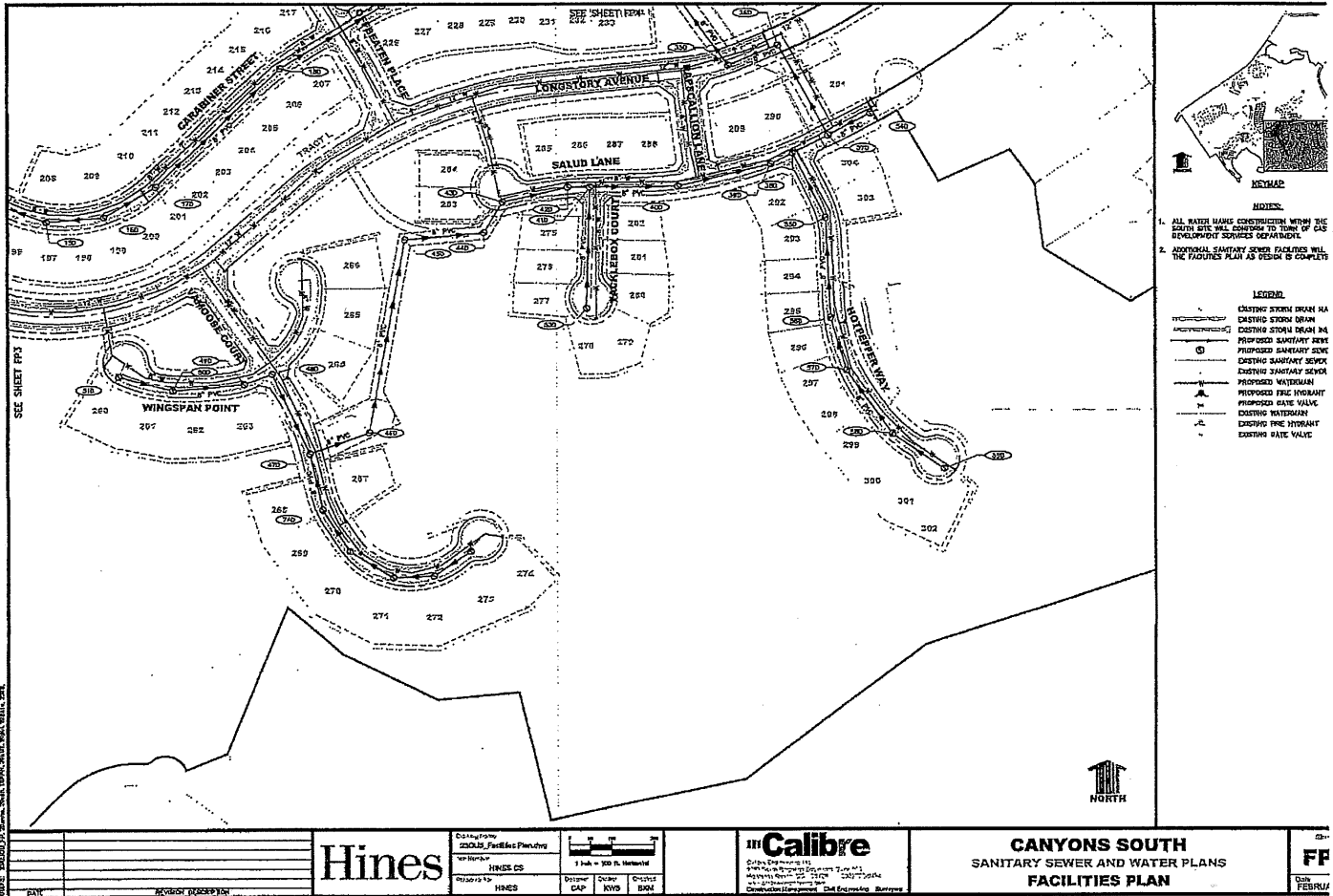
LEGEND:

	EXISTING STORM DRAIN
	EXISTING STORM DRAIN 18"
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY SEWER 18"
	EXISTING SANITARY SEWER
	EXISTING SANITARY SEWER 18"
	PROPOSED MANHOLE
	PROPOSED FIRE HYDRANT
	PROPOSED GATE VALVE
	EXISTING WATERMAIN
	EXISTING FIRE HYDRANT
	EXISTING GATE VALVE

<p>Hines</p> <p>3000 L. Fuller Blvd. Suite 100 Troy, MI 48063 Tel: 248.370.0000 Fax: 248.370.0001 www.hines.com</p>	<p>1" = 100' N. Horizontal</p>	<p>Calibre</p> <p>3000 L. Fuller Blvd. Suite 100 Troy, MI 48063 Tel: 248.370.0000 Fax: 248.370.0001 www.calibre.com</p>	<p>CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN</p>	<p>FF DATE: FEBRUARY 2020</p>
--	--------------------------------	--	---	-----------------------------------



WITH THESE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND STATE AGENCIES.



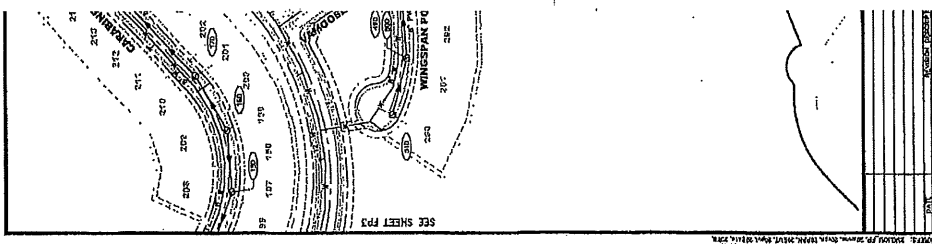
- NOTES:**
1. ALL WATER MAINS CONSTRUCTION WITHIN THE SOUTH SITE WILL OCCUR TO THE TOWN OF GAS DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE THE FACILITIES PLAN AS DESIGN IS COMPLETE.

LEGEND:

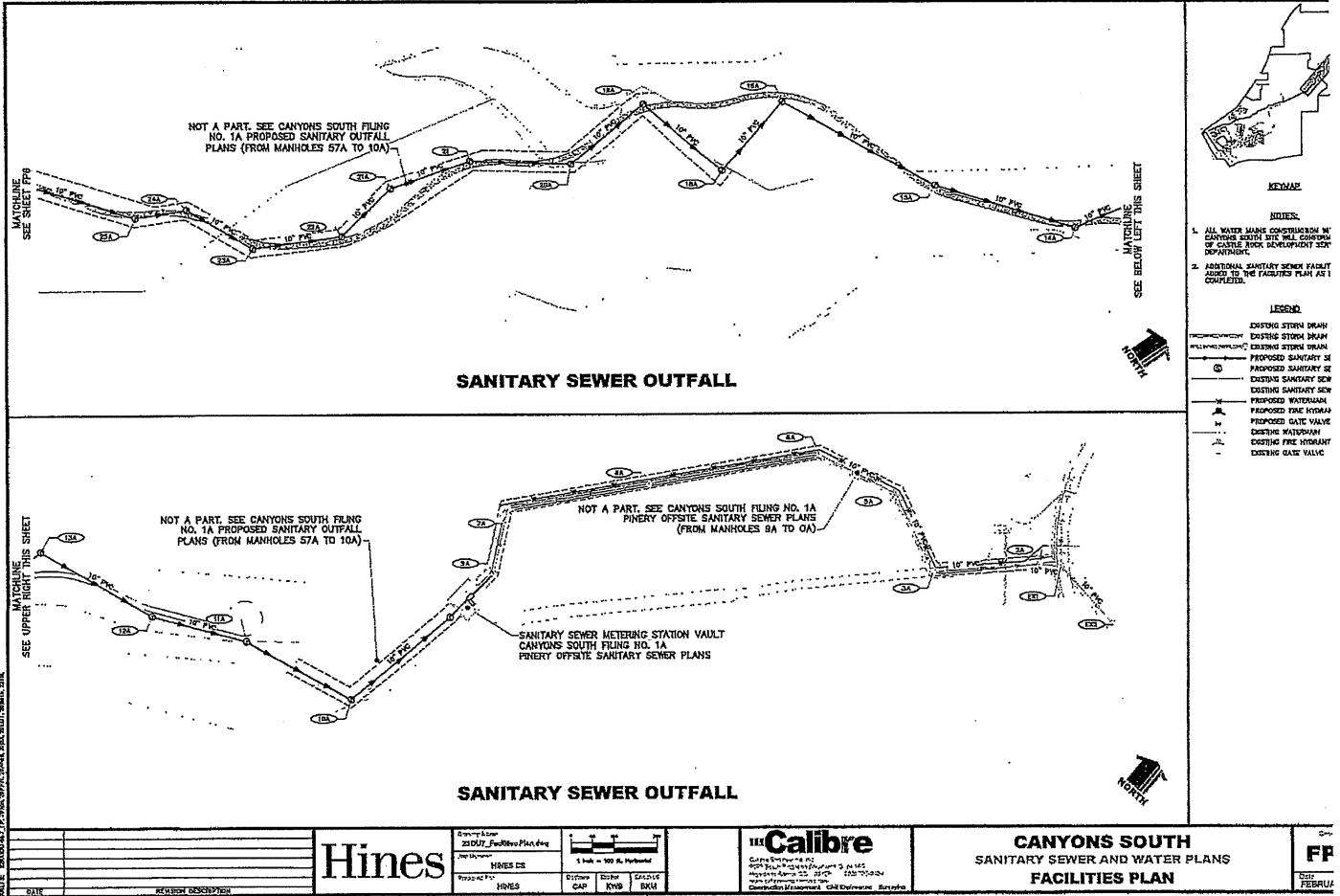
	EXISTING STORM DRAIN
	EXISTING STORM DRAIN IN
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING SANITARY SEWER
	PROPOSED WATERMAIN
	PROPOSED FIRE HYDRANT
	PROPOSED GATE VALVE
	EXISTING WATERMAIN
	EXISTING FIRE HYDRANT
	EXISTING GATE VALVE

HINES ENGINEERING ARCHITECTURE INTERIORS LANDSCAPE ARCHITECTURE
 1000 WEST 10TH AVENUE SUITE 100 DENVER CO 80202
 PHONE: 303.733.1100 FAX: 303.733.1101
 WWW.HINESENGINEERING.COM

Hines	Drawing Title: Sanitary Sewer and Water Facilities Plan Project No: HINES CS Revision No: 001	 1 inch = 300 feet Horizontal	Calibre Civil Engineers 1000 West 10th Avenue Suite 100 Denver, CO 80202 Phone: 303.733.1100 Fax: 303.733.1101 www.calibre-engineers.com	CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN	FP Date: FEB/11
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HINES ENGINEERING ARCHITECTURE INTERIORS LANDSCAPE ARCHITECTURE
 1000 WEST 10TH AVENUE SUITE 100 DENVER CO 80202
 PHONE: 303.733.1100 FAX: 303.733.1101
 WWW.HINESENGINEERING.COM



NOTE: PLANS FOR CANYONS SOUTH FILING NO. 1A ARE THE PROPERTY OF HINES ENGINEERING AND ARCHITECTURE, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

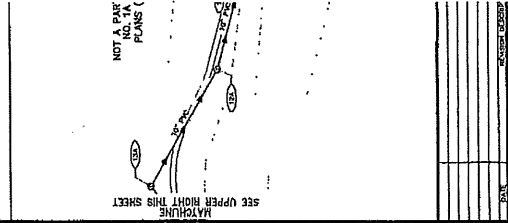
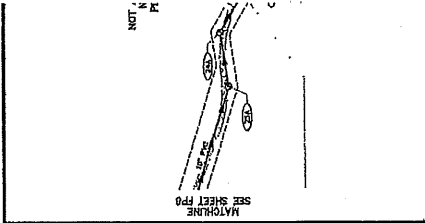
Hines

2020 HINES DS HINES	1 inch = 100 ft Horizontal 1 inch = 10 ft Vertical
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Calibre
 Civil Engineering, Inc.
 1000 West 10th Street, Suite 200
 Denver, Colorado 80202
 Phone: (303) 733-1111
 Fax: (303) 733-1112
 Website: www.calibreeng.com

CANYONS SOUTH
 SANITARY SEWER AND WATER PLANS
 FACILITIES PLAN

FP



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EXHIBIT 3
OWNER'S CONSENT

OWNER'S CONSENT

1. HT Canyons South Development LP (the "Owner") is the principal owner of the real property in Douglas County, Colorado described in Exhibit 1 to the IGA (the "Property").

2. The Property is subject to the Extra-Territorial Wastewater Service Intergovernmental Agreement, dated as of the March 3, 2020 (the "IGA") and is located within the Districts, as that term is defined in the IGA.

3. The Owner understands that it is an intended beneficiary of the IGA.

4. The Owner understands that the IGA in certain aspects requires performance or compliance by the owners, developers, builders and homeowners of the Property as a condition to the Property receiving wastewater service from the Town of Castle Rock.

5. Without directly assuming any obligation under the IGA by execution of this Consent, the Owner acknowledges that it has not objection to the execution of the IGA, by the Districts, and that the terms and conditions on the receipt of wastewater service contained within the IGA are reasonable and appropriate.

6. The Owner has no objection to the recordation of the IGA in the public records of Douglas County, Colorado.

HT CANYONS SOUTH DEVELOPMENT LP

By: HT Canyons South Development LLC, its general partner

By: HT Canyons South LP, its sole member

By: Hines Canyons South LLC, its general partner


By: Hines Canyons South Associates LP, its sole member

By: Hines Investment Management Holdings Limited Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its sole member

By: JCH Investments, Inc., its general partner

am By: 
Name: Robert W. Witte
Title: Senior Managing Director

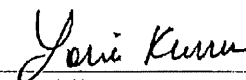
STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing Consent was acknowledged before me this 9th day of April, 2020, by Robert W. Witte as Senior Managing Director of JCH Investments, Inc., as general partner of Hines Real Estate Holdings Limited Partnership, as sole member of HIMH GP LLC, as general partner of Hines Investment Management Holdings Limited Partnership, as general partner of Hines Canyons South Associates LP, as sole member of Hines Canyons South LLC, as general partner of HT Canyons South LP, as sole member of HT Canyons South Development LLC, as general partner of HT Canyons South Development LP, on behalf of said entities.

WITNESS my hand and official seal.

My commission expires: 7/3/21

(S E A L)



Notary Public

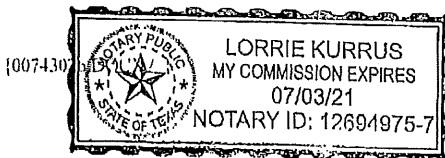


EXHIBIT 4
WARRANTY BILL OF SALE

WARRANTY BILL OF SALE

**CANYONS SOUTH
WASTEWATER FACILITIES CONVEYANCE AND INITIAL ACCEPTANCE**

TRANSFEROR:

TRANSFeree: Town of Castle Rock, a municipal corporation ("Town")
100 N. Wilcox Street
Castle Rock, Colorado 80104

Transferor has caused to be constructed certain wastewater facilities and related appurtenances described in the attached Exhibit A (the "Improvements"), as required by Town to serve the Canyons South subdivision. Town will assume the obligation for maintenance and operation of the Improvements located in the rights-of-way, easement or other real property owned by Town, upon conveyance of the Improvements to the Town.

THEREFORE, Transferor grants, conveys and transfers to Town all its interest (real or personal) and title to the Improvements subject to the following:

1. Transferor warrants to the Town that Transferor has a good title to the Improvements, free and clear of any lien, claim or right of any third party in or to the Improvements, and Transferor will defend Town's title to the Improvements against the claims of any third party.

2. Transferor warrants that the Improvements are located within an easement, right-of-way or other real property interest designated by Town for siting of the Improvements. Town acknowledges receipt of as-built drawings of the Improvements dated _____.

3. Transferor warrants that, as constructed, all Improvements are in conformance with the current Town standards and the approved construction plans, and are free from defects in design, material or workmanship. This warranty is for the period prescribed by Town's Public Works Regulations, commencing with the date of acceptance made below.

4. Transferor concurrently submits to Town the surety attached as Exhibit B in the amount of 15% of the above total to secure Transferor's warranty obligation on the Improvements.

TRANSFEROR:

By: _____

Its: _____

ACCORDINGLY, Town accepts for ownership and maintenance of the Improvements
affective _____, 20__.

TOWN OF CASTLE ROCK

Engineering Division

EXHIBIT 5
DISTRICT'S RESOLUTION

**A JOINT RESOLUTION OF THE BOARDS OF DIRECTORS OF
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NOS 1 AND 2**

WHEREAS, the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2 (the "Districts") are quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, pursuant to Sections 32-1-1001(1)(d)(I) and 29-1-201, et seq, C.R.S., the Boards of the Directors of the Districts (the "Boards") have the power to enter into contracts and agreements affecting the affairs of the Districts; and

WHEREAS, the Town of Castle Rock (the "Town") has presented the Boards with a form of Intergovernmental Agreement that sets forth the terms and conditions under which the Town will provide wastewater service to the Districts (the "IGA"); and

WHEREAS, the Boards have determined that the interest of the Districts and the public interest and necessity require that the Districts enter into the IGA with the Town for the construction and use of wastewater service.

NOW, THEREFORE, BE IT RESOLVED by the Boards of Directors of the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2 as follows:


1. The Boards hereby approve the IGA as presented, and resolve to enter into the IGA.
2. The Boards hereby adopt the Wastewater Regulations, as defined in the IGA, as the District Regulations.
3. The Boards hereby authorize the President and Secretary of the Districts to execute the IGA on behalf of the Districts.
4. The provisions of this Joint Resolution shall be effective immediately upon its approval by the District Board.

ADOPTED this 19th day of February, 2020.

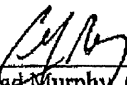
CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1

By 
Chad Murphy, Chair

Attest:


Name: RICHARD CROSS
Title: TREASURER

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 2

By 
Chad Murphy, Chair

Attest:


Name: RICHARD CROSS
Title: TREASURER