

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

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 25, 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 notice.

C. Discuss results of the cancelled May 5, 2020 Regular 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).
-

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.
-

III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the following periods (enclosures).

Fund	Period ending Nov. 19, 2019	Period ending Dec. 19, 2019	Period ending January 20, 2020	Period ending Feb. 20, 2020
General	\$ 1,551.65	\$ 8,605.41	\$ 1,407.43	\$ 7,188.75
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 195,473.73	\$ 10,694.78	\$ 482,527.87	\$ 772,659.43
Total	\$ 197,025.38	\$ 19,300.19	\$ 483,935.30	\$ 779,848.18

Fund	Period ending March 20, 2020	Period ending April 20, 2020	Period ending May 20, 2020
General	\$ 4,623.04	\$ 113,003.46	\$ 6,677.29
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 482,513.10	\$ 1,347,241.12	\$ 1,262,532.76
Total	\$ 487,136.14	\$ 1,460,244.58	\$ 1,269,210.05

- B. Review and accept unaudited financial statements for the period ending March 31, 2020 and the schedule of cash position updated as of April 22, 2020 (enclosure).
-

- C. Review and consider acceptance of the 2019 Audit (enclosure) and approval of execution of Representations Letter.
-

- D. Discuss collection of Facilities Fees by the District.
-

- E. 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.
-

- F. Discuss payment to the Castle Rock Fire Department pursuant to the IGA.
-

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).
-

- B. Ratify approval of an Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and Crowfoot Valley Ranch Metropolitan District No. 1 (enclosure).
-

- C. Discuss entering into an Agreement between the District and Hines wherein Hine will construct road improvements and the District will provide funding reimbursements on a monthly basis for costs certified by Ranger Engineering.
-

- D. Discuss amending the Agreement with Ranger Engineering, LLC to provide a monthly certification, in addition to the already mentioned quarterly certifications that may have to do with other, non-road, public improvements.
-

- 1. Ratify the approval of Addendum to Proposal for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC (enclosures).
-

- E. Discuss preparation of disclosure documents for builders and potential homeowners.
-

V. CAPITAL IMPROVEMENTS

- A. Discuss status of the Off-Site Sanitary Improvement Project (Pinery & Outfall Sanitary Improvements) (Iron Women Construction and Environmental Services, LLC).
-

1. Review and consider approval of Change Order No. ____ to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$_____ (to be distributed).
-

- B. Discuss status of the On-Site Sanitary Improvement Project (Iron Women Construction and Environmental Services, LLC).
-

1. Review and consider approval of Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$56,888 (to be distributed).
-

2. Review and consider approval of Change Order No. 2 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$1,409,052.50 (enclosure).
-

- C. Discuss status of the On-Site Wet Utilities Project (Iron Women Construction and Environmental Services, LLC).
-

- D. Discuss RFQ proposals for concrete, paving and other construction related work.
-

- E. Ratify approval of the Blanket Utility Easement (Large Parcels & Planned Developments) between the District and Intermountain Rural Electric Association (enclosure).
-

1. Ratify approval of Statement of Authority for President Murphy for the Blanket Utility Easement.
-

VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
SEPTEMBER 7, 2020.**

**CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES ELECTED FOR
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

The Designated Election Official of the Crowfoot Valley Ranch Metropolitan District No. 1 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
--	-------------------------

Mitchell M. Peterson 2526 West 39 th Avenue Denver, Colorado 80211	Three-year term to 2023
---	-------------------------

Chad D. Murphy 4530 North Meade Street Denver, Colorado 80211	Two-year term to 2022
---	-----------------------

Ryan D. Marsh 2747 South Steele Street Denver, Colorado 80210	Two-year term to 2022
---	-----------------------

John W. Despard 9909 Isabelle Road Lafayette, Colorado 80026	Two-year term to 2022
--	-----------------------

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. 1

NOTICE IS HEREBY GIVEN by the Crowfoot Valley Ranch Metropolitan District No. 1, 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. 1

/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. 1 HELD FEBRUARY 19, 2020

A Special Meeting of the Board of Directors (the “Board”) of the Crowfoot Valley Ranch Metropolitan District No. 1 (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.

May 5, 2020 Election and Vacant Position on the Board: The Board entered into a discussion regarding the May 5, 2020 election and the vacant position on the Board. No action was taken.

LEGAL MATTERS

Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement Between the HT Canyons South Development, LP and the District: Attorney Ruhland reviewed the Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and the District.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and the District.

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.

RECORD OF PROCEEDINGS

CAPITAL IMPROVEMENTS

Off-Site Sanitary Improvement Project (Iron Women Construction and Environmental Services, LLC): Mr. Marsh reported that the Off-Site Sanitary Improvement Project is 100% complete.

Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC: The Board reviewed Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$110,780.00.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$110,780.00.

Change Order No. 2 to the Contract between the District and Iron Women Construction and Environmental Services LLC: The Board reviewed Change Order No. 2 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$22,925.00.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the Change Order No. 2 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$22,925.00.

On-Site Wet Utilities Project (Iron Women Construction and Environmental Services, LLC): Mr. Marsh reported to the Board that the On-Site Wet Utilities Project is ongoing. No action was required by the Board.

Request for Qualifications (RFQ) for concrete, paving and other construction related work: The Board discussed the option of the Developer constructing the public improvements and the District reimbursing the Developer, subject to the approval of the appropriate agreements by both parties and certification of costs by an independent engineer. Following discussion, the Board authorized Ms. Finn to obtain a proposal from an independent engineer for cost verification services.

OTHER BUSINESS

There was no other business to discuss at this time.

RECORD OF PROCEEDINGS

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

Crowfoot Valley Ranch Metropolitan District
Nov-19

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2302611	10/31/2019	10/31/2019	\$ 641.49	107000
CliftonLarsonAllen, LLP	2302611	10/31/2019	10/31/2019	\$ 1,924.49	307000
Colorado Special Districts P&L Pool	POL-0000337 60240	10/31/2019	10/31/2019	\$ 400.00	101255
Colorado Special Districts P&L Pool	POL-0000338 60241	10/31/2019	10/31/2019	\$ 400.00	101255
Iron Woman	Payapp #1 - 10192292-1	10/25/2019	11/25/2019	\$ 203,388.15	307861
Iron Woman	Payapp #1	10/31/2019		\$ (10,169.41)	302501
Special District Mgmt. Services, Inc	Oct-19	10/31/2019	10/31/2019	\$ 258.20	307440
Special District Mgmt. Services, Inc	Oct-19	10/31/2019	10/31/2019	\$ 86.06	107440
Special District Mgmt. Services, Inc	OCTOBER 2019 -2	10/31/2019	10/31/2019	\$ 72.30	307440
Special District Mgmt. Services, Inc	OCTOBER 2019 -2	10/31/2019	10/31/2019	\$ 24.10	107440
				\$ 197,025.38	

Crowfoot Valley Ranch Metropolitan District No.1
November-19

	General	Debt	Capital	Totals
Disbursements	\$ 1,551.65	\$ -	\$ 195,473.73	\$ 197,025.38
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$1,551.65	\$0.00	\$195,473.73	\$197,025.38

Crowfoot Valley Ranch Metropolitan District

Dec-19

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Collins Cockrel & Cole, P.C.		Oct-19 10/31/2019	1/2/2020	\$ 1,930.75	Legal services	107460
Collins Cockrel & Cole, P.C.		Oct-19 10/31/2019	1/2/2020	\$ 5,792.25	Legal services	307460
Collins Cockrel & Cole, P.C.		Nov-19 11/30/2019	1/2/2020	\$ 891.25	Legal services	107460
Collins Cockrel & Cole, P.C.		Nov-19 11/30/2019	1/2/2020	\$ 2,673.75	Legal services	307460
Colorado Community Media	215198	11/29/2019	1/2/2020	\$ 20.48	Miscellaneous	107480
Colorado Special Districts P&L Pool	POL-0001802	11/20/2019	1/2/2020	\$ 2,015.00	Prepaid insurance	101255
Colorado Special Districts P&L Pool	POL-0001803	11/20/2019	1/2/2020	\$ 2,015.00	Prepaid insurance	101255
Special District Mgmt. Services, Inc	11/2019-2	11/30/2019	1/2/2020	\$ 649.50	District management	307440
Special District Mgmt. Services, Inc	11/2019-2	11/30/2019	1/2/2020	\$ 216.50	District management	107440
Special District Mgmt. Services, Inc	11/2019-1	11/30/2019	1/2/2020	\$ 1,579.28	District management	307440
Special District Mgmt. Services, Inc	11/2019-1	11/30/2019	1/2/2020	\$ 526.43	District management	107440
T. Charles Wilson Insurance	7659	11/22/2019	1/2/2020	\$ 495.00	Prepaid insurance	101255
T. Charles Wilson Insurance	7660	11/22/2019	1/2/2020	\$ 495.00	Prepaid insurance	101255

\$ 19,300.19

Crowfoot Valley Ranch Metropolitan District No.1
December-19

	General	Debt	Capital	Totals
Disbursements	\$ 8,605.41	\$ -	\$ 10,694.78	\$ 19,300.19
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$8,605.41	\$0.00	\$10,694.78	\$19,300.19

Crowfoot Valley Ranch Metropolitan District
Jan-20

Vendor	Invoice #	Date	Amount	Account Number
Collins Cockrel & Cole, P.C.	Dec-19	12/31/2019	\$ 898.97	107460
Collins Cockrel & Cole, P.C.	Dec-19	12/31/2019	\$ 2,696.90	307460
Iron Woman	10192292-3	12/25/2019	\$ 250,294.32	307861
Iron Woman	10192292-2	11/25/2019	\$ 228,011.26	307861
Special District Mgmt. Services, Inc	Dec-19	12/31/2019	\$ 1,017.71	307440
Special District Mgmt. Services, Inc	Dec-19	12/31/2019	\$ 339.24	107440
Special District Mgmt. Services, Inc	12/2019-2	12/31/2019	\$ 507.68	307440
Special District Mgmt. Services, Inc	12/2019-2	12/31/2019	\$ 169.22	107440
			\$ 483,935.30	

Crowfoot Valley Ranch Metropolitan District No.1
January-20

	General	Debt	Capital	Totals
Disbursements	\$ 1,407.43	\$ -	\$ 482,527.87	\$ 483,935.30
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$1,407.43	\$0.00	\$482,527.87	\$483,935.30

Crowfoot Valley Ranch Metropolitan District No. 1-2

Feb-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2351982	1/13/2020	2/10/2020	\$ 485.99	107000
CliftonLarsonAllen, LLP	2351982	1/13/2020	2/10/2020	\$ 1,457.95	307000
CliftonLarsonAllen, LLP	2369680	2/10/2020	2/10/2020	\$ 644.12	107000
CliftonLarsonAllen, LLP	2369680	2/10/2020	2/10/2020	\$ 1,932.36	307000
Iron Woman	10192292-4	1/25/2020	2/10/2020	\$ 766,782.80	307861
Special District Association	2020 Renewal- D1	2/7/2020	2/10/2020	\$ 295.50	107360
Special District Association	2020 Renewal	2/7/2020	2/10/2020	\$ 258.00	107360
Special District Mgmt. Services, Inc	D2- 01/2020	1/31/2020	2/10/2020	\$ 579.14	307440
Special District Mgmt. Services, Inc	D2- 01/2020	1/31/2020	2/10/2020	\$ 193.04	107440
Special District Mgmt. Services, Inc	D1 08/2019	8/31/2019	2/10/2020	\$ 625.85	307440
Special District Mgmt. Services, Inc	D1 08/2019	8/31/2019	2/10/2020	\$ 208.62	107440
Special District Mgmt. Services, Inc	D1- 01/2020	1/31/2020	2/10/2020	\$ 1,281.33	307440
Special District Mgmt. Services, Inc	D1- 01/2020	1/31/2020	2/10/2020	\$ 427.11	107440
Town of Castle Rock	2019 FPT	2/3/2020	2/10/2020	\$ 4,676.37	102530
				\$ 779,848.18	

Crowfoot Valley Ranch Metropolitan District No.1
February-20

	<u>General</u>		<u>Debt</u>		<u>Capital</u>		<u>Totals</u>
Disbursements	\$ 7,188.75	\$	-	\$	772,659.43	\$	779,848.18
	\$ -	\$	-	\$	-	\$	-
Total Disbursements from Checking Acct	\$7,188.75		\$0.00		\$772,659.43		\$779,848.18

Crowfoot Valley Ranch Metropolitan District

Mar-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2397619	3/5/2020	3/17/2020	\$ 702.89	107000
CliftonLarsonAllen, LLP	2397619	3/5/2020	3/17/2020	\$ 2,108.67	307000
Collins Cockrel & Cole, P.C.	11005M 01/20	1/31/2020	3/17/2020	\$ 1,149.75	107460
Collins Cockrel & Cole, P.C.	11005M 01/20	1/31/2020	3/17/2020	\$ 3,449.25	307460
Collins Cockrel & Cole, P.C.	11005M 02/20	2/29/2020	3/17/2020	\$ 1,811.83	107460
Collins Cockrel & Cole, P.C.	11005M 02/20	2/29/2020	3/17/2020	\$ 5,435.49	307460
Iron Woman	10202372-1	2/25/2020	3/17/2020	\$ 468,644.00	307861
Special District Mgmt. Services, Inc	D2-01/2020	2/29/2020	3/17/2020	\$ 936.05	307440
Special District Mgmt. Services, Inc	D2-01/2020	2/29/2020	3/17/2020	\$ 312.02	107440
Special District Mgmt. Services, Inc	D1-02/2020	2/29/2020	3/17/2020	\$ 1,939.64	307440
Special District Mgmt. Services, Inc	D1-02/2020	2/29/2020	3/17/2020	\$ 646.55	107440
				\$ 487,136.14	

Crowfoot Valley Ranch Metropolitan District No.1
March-20

	General	Debt	Capital	Totals
Disbursements	\$ 4,623.04	\$ -	\$ 482,513.10	\$ 487,136.14
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$4,623.04	\$0.00	\$482,513.10	\$487,136.14

Crowfoot Valley Ranch Metropolitan District No 1-2

Apr-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2442311	4/8/2020	4/21/2020	\$ 1,603.11	107000
CliftonLarsonAllen, LLP	2442311	4/8/2020	4/21/2020	\$ 4,809.33	307000
Collins Cockrel & Cole, P.C.	11005M 0:	3/31/2020	4/21/2020	\$ 371.76	107460
Collins Cockrel & Cole, P.C.	11005M 0:	3/31/2020	4/21/2020	\$ 1,115.30	307460
Hines Interests Limited Partnership	10/19-02/:	3/31/2020	4/21/2020	\$ 110,711.24	107480
Iron Woman	10202372-	3/25/2020	4/21/2020	\$ (66,419.73)	302501
Iron Woman	10202372-	3/25/2020	4/21/2020	\$ 1,328,394.51	307861
Iron Woman	10192292-	3/25/2020	4/21/2020	\$ (4,125.77)	302501
Iron Woman	10192292-	3/25/2020	4/21/2020	\$ 82,515.41	307861
Special District Mgmt. Services, Inc	D1 03/20	3/31/2020	4/21/2020	\$ 760.97	307440
Special District Mgmt. Services, Inc	D1 03/20	3/31/2020	4/21/2020	\$ 253.65	107440
Special District Mgmt. Services, Inc	D2 03/20	3/31/2020	4/21/2020	\$ 191.10	307440
Special District Mgmt. Services, Inc	D2 03/20	3/31/2020	4/21/2020	\$ 63.70	107440
				\$ 1,460,244.58	

Crowfoot Valley Ranch Metropolitan District No.1
April-20

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 113,003.46	\$ -	\$ 1,347,241.12	\$ 1,460,244.58
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$113,003.46	\$0.00	\$1,347,241.12	\$1,460,244.58

Crowfoot Metropolitan District

May-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2484529	5/6/2020	5/18/2020	\$ 898.03	107000
CliftonLarsonAllen, LLP	2484529	5/6/2020	5/18/2020	\$ 2,694.10	307000
Fiscal Focus Partners	1312	5/6/2020	5/18/2020	\$ 5,500.00	107020
Iron Woman	10202372-3	4/25/2020	5/18/2020	\$ (66,263.20)	302501
Iron Woman	10202372-3	4/25/2020	5/18/2020	\$ 1,325,264.10	307861
Special District Mgmt. Services, Inc	D2 04/2020	4/30/2020	5/18/2020	\$ 132.90	307440
Special District Mgmt. Services, Inc	D2 04/2020	4/30/2020	5/18/2020	\$ 44.30	107440
Special District Mgmt. Services, Inc	D1 04/2020	4/30/2020	5/18/2020	\$ 704.86	307440
Special District Mgmt. Services, Inc	D1 04/2020	4/30/2020	5/18/2020	\$ 234.96	107440
				\$ 1,269,210.05	

Crowfoot Valley Ranch Metropolitan District No.1
May-20

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 6,677.29	\$ -	\$ 1,262,532.76	\$ 1,269,210.05
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checking Acct	\$6,677.29	\$0.00	\$1,262,532.76	\$1,269,210.05

CROWFOOT VALLEY RANCH METRO DISTRICT #1

FINANCIAL STATEMENTS

MARCH 31, 2020

CROWFOOT VALLEY RANCH METRO DISTRICT #1
BALANCE SHEET - GOVERNMENTAL FUNDS
MARCH 31, 2020

	General	Capital Projects	Total
ASSETS			
Cash - Checking-Wells Fargo	\$ 2,158	\$ -	\$ 2,158
C - Safe	21,763	-	21,763
Due from District No. 2	1,187	-	1,187
Receivable from County Treasurer	4	-	4
TOTAL ASSETS	\$ 25,112	\$ -	\$ 25,112
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts payable	\$ 2,292	\$ 1,457,952	\$ 1,460,244
Retainage payable	-	167,661	167,661
Total Liabilities	2,292	1,625,613	1,627,905
FUND BALANCES			
Total Fund Balances	22,820	(1,625,613)	(1,602,793)
TOTAL LIABILITIES AND FUND BALANCES	\$ 25,112	\$ -	\$ 25,112

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.

**CROWFOOT VALLEY RANCH METRO DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2020**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 632	\$ -	\$ (632)
Fire Protection Tax	61	-	(61)
Specific ownership tax	62	14	(48)
Interest income	10	29	19
Developer advance	32,000	42,000	10,000
Transfer from District No. 2	15,142	525	(14,617)
TOTAL REVENUES	<u>47,907</u>	<u>42,568</u>	<u>(5,339)</u>
EXPENDITURES			
Accounting	10,500	2,950	7,550
Auditing	5,500	-	5,500
County Treasurer's fee	9	-	9
Dues and licenses	1,000	554	446
Insurance and bonds	7,500	5,820	1,680
District management	6,250	1,896	4,354
Legal services	10,000	3,333	6,667
Miscellaneous	-	108	(108)
Paying agent fees	6,000	-	6,000
Payment to Town	60	-	60
Contingency	181	-	181
TOTAL EXPENDITURES	<u>47,000</u>	<u>14,661</u>	<u>32,339</u>
NET CHANGE IN FUND BALANCES	907	27,907	27,000
FUND BALANCES - BEGINNING	<u>1,097</u>	<u>(5,088)</u>	<u>(6,185)</u>
FUND BALANCES - ENDING	<u>\$ 2,004</u>	<u>\$ 22,819</u>	<u>\$ 20,815</u>

SUPPLEMENTARY INFORMATION

**CROWFOOT VALLEY RANCH METRO DISTRICT #1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2020**

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Intergovernmental Revenue - District No. 2	\$ 26,258,839	\$ 1,884,218	\$ (24,374,621)
TOTAL REVENUES	<u>26,258,839</u>	<u>1,884,218</u>	<u>(24,374,621)</u>
EXPENDITURES			
Accounting	31,500	8,850	22,650
District management	18,750	5,688	13,062
Legal services	30,000	10,000	20,000
Capital outlay	26,178,589	2,757,056	23,421,533
TOTAL EXPENDITURES	<u>26,258,839</u>	<u>2,781,594</u>	<u>23,477,245</u>
NET CHANGE IN FUND BALANCES	-	(897,376)	(897,376)
FUND BALANCES - BEGINNING	-	(728,236)	(728,236)
FUND BALANCES - ENDING	<u>-</u>	<u>\$ (1,625,612)</u>	<u>\$ (1,625,612)</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.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
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 Douglas County on December 3, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Douglas County, Colorado.

The District was organized to provide financing for the design, acquisition, installation and construction of sanitation improvements, water improvements, street improvements, traffic and safety control improvements, park and recreation improvements, transportation improvements, television relay and translation improvements, mosquito control, fire protection, emergency medical services, and operation and maintenance of the District. Under the Service Plan, the District is the Service District related to Crowfoot Valley Ranch Metropolitan District No. 2, the Financing District ("District No. 2").

On November 4, 2014, the District's voters authorized general obligation indebtedness of \$53,000,000 for street improvements, \$53,000,000 for parks and recreation, \$53,000,000 for water supply system, \$53,000,000 for sanitary sewer system, \$53,000,000 for traffic and safety control, \$53,000,000 for public transport, \$53,000,000 for fire protection and emergency response facilities, and \$106,000,000 for refinancing of District debt. This voter authorization replaced the voter authorization of December 3, 2002. District voters also approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves, required under TABOR have been provided.

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, if 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 District's service plan sets a mill levy cap for payment of general obligation debt and for operations and maintenance of 70.000 mills district wide, with 20.00 mills for operating costs. Additionally 6.750 mills is designated for fire protection, payable to the Castle Rock Fire Protection District.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Revenues - (continued)

The operating mill levy may include an additional levy not to exceed 10.00 mills for subdistricts created to serve specific areas within 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 mill levy has been adjusted upward to reflect the change assessed value calculation.

The property taxes levied are as shown on the Property Tax Summary Page.

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 9.0% of the total property taxes collected by the General Fund.

Developer Advances

The District is in the development stage. As such, the Developer will fund expenditures necessary for the District's general operations and capital infrastructure development for 2020. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer under agreements approved by the Board.

Net Investment Income

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

Expenditures

General and Administrative Expenditures

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

Payment to Town

The District has entered into an intergovernmental agreement with the Town of Castle Rock for fire protection and emergency response services. The Town of Castle Rock was required to build a new fire station to service the District and as a result the District agreed to levy 7.514 mills, as adjusted for changes in assessed valuation, and remit the proceeds, net of collection fees, to the Town annually.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures - (continued)

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements during 2020 as displayed in the Capital Projects Fund.

Debt and Leases

The District has no outstanding indebtedness, nor any operating or capital leases.

Reserves

Emergency Reserve

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

Crowfoot Metropolitan District No. 1

Schedule of Cash Position

March 31, 2020

Updated 4/22/20

	General Fund	Capital Projects Fund	Total
<u>Wells Fargo Bank - Checking account</u>			
Balance as of 3/31/20	\$ 2,157.84	\$ -	\$ 2,157.84
Subsequent activities:			
<i>Anticipated Bill.com Vouchers</i>	(2,292.22)	(1,457,952.36)	(1,460,244.58)
<i>Anticipated Transfer From CSAFE</i>	1,000.00	-	1,000.00
<i>Anticipated Draw Request #14</i>	-	1,457,952.36	1,457,952.36
Anticipated balance	865.62	-	865.62
<u>CSAFE- Investment account</u>			
Balance as of 3/31/20	21,762.87	-	21,762.87
Subsequent activities:			
04/10/20 - Property Tax Received (March)	3.99	-	3.99
<i>Anticipated transfer from District #2</i>	1,240.04	-	1,240.04
<i>Anticipated transfer to Wells Fargo</i>	(1,000.00)	-	(1,000.00)
Anticipated balance	22,006.90	-	22,006.90
<i>Amount restricted for Fire Protection IGA</i>	(52.78)	-	(52.78)
Anticipated Balances	\$ 22,819.74	\$ -	\$ 22,819.74

Yield information at 3/31/20

CSAFE - 1.39%

SUMMARY OF REIMBURSEMENT DUE TO DEVELOPER:

	General	General-Int	Capital	Capital-Interest
TOTALS TO DATE AS OF 12/31/19	\$ 251,692.35	\$ 214,020.18	\$ -	\$ -
DEVELOPER CASH ADVANCE 1/17/20	10,000.00	-	-	-
DEVELOPER CASH ADVANCE 3/17/20	32,000.00	-	-	-
Current Year Interest to Date 3/31/20	-	5,280.43	-	-
TOTALS TO DATE:	\$ 293,692.35	\$ 219,300.61	\$ -	\$ -

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.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
Property Taxes Reconciliation
2020

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 5.77	\$ -	\$ -	\$ 5.77	0.00%	0.00%	\$ 5.64	0.00%	0.00%
February	-	-	4.10	-	-	4.10	0.00%	0.00%	5.48	0.00%	0.00%
March	-	-	3.99	-	-	3.99	0.00%	0.00%	5.54	0.12%	0.12%
April	-	-	-	-	-	-	0.00%	0.00%	6.22	0.00%	0.12%
May	-	-	-	-	-	-	0.00%	0.00%	716.22	99.88%	100.00%
June	-	-	-	-	-	-	0.00%	0.00%	5.39	0.00%	100.00%
July	-	-	-	-	-	-	0.00%	0.00%	7.33	0.00%	100.00%
August	-	-	-	-	-	-	0.00%	0.00%	6.17	0.00%	100.00%
September	-	-	-	-	-	-	0.00%	0.00%	6.28	0.00%	100.00%
October	-	-	-	-	-	-	0.00%	0.00%	7.11	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	0.00%	5.72	0.00%	100.00%
December	-	-	-	-	-	-	0.00%	0.00%	6.56	0.00%	100.00%
\$ -	\$ -	\$ 13.86	\$ -	\$ -	\$ 13.86	0.00%	0.00%	\$ 783.66	100.00%	100.00%	

Assessed Valuation	Mills Levied	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------------	--------------	--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	\$ 8,110.00	77.929	632.00	91.20%	\$ -	0.00%
Fire Protection		7.514	61.00	8.80%	-	0.00%
		<u>85.443</u>	<u>\$ 693.00</u>	<u>100.00%</u>	<u>\$ -</u>	

Specific Ownership Tax

General Fund		\$ 62.00	100.00%	\$ 13.86	22.35%
		<u>\$ 62.00</u>	<u>100.00%</u>	<u>\$ 13.86</u>	

Treasurer's Fees

General Fund		\$ 9.00	91.20%	\$ -	0.00%
Fire Protection		-	8.80%	-	0.00%
		<u>\$ 9.00</u>	<u>100.00%</u>	<u>\$ -</u>	

Due to Town	-
	<u>-</u>
	<u>-</u>

Balance Sheet tie out:	
Due to Town # 1	-
Due to Town # 2	52.18
Total Due to Town	<u>52.18</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.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
Douglas County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2019

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2019**

INDEPENDENT AUDITOR’S REPORT	1
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	1
STATEMENT OF ACTIVITIES	2
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	4
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	5
GENERAL FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL	6
NOTES TO BASIC FINANCIAL STATEMENTS	7
SUPPLEMENTARY INFORMATION	
CAPITAL PROJECTS FUND – SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL	19
SUMMARY OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED	20

INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION
DECEMBER 31, 2019

	<u>Governmental Activities</u>
ASSETS	
Cash and Investments	\$ 11,188
Cash and Investments - Restricted	500
Property Taxes Receivable	693
Receivable from County Treasurer	7
Prepays	800
Due from District No. 2	662
Capital Assets:	
Capital Assets, Not Being Depreciated	<u>706,868</u>
Total Assets	<u>720,718</u>
LIABILITIES	
Accounts Payable	706,462
Payable to Town	4,676
Retainage Payable	35,343
Noncurrent Liabilities:	
Due in More than One Year	<u>465,712</u>
Total Liabilities	<u>1,212,193</u>
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	<u>693</u>
Total Deferred Inflows of Resources	<u>693</u>
NET POSITION	
Restricted for:	
Emergency Reserves	500
Unrestricted	<u>(492,668)</u>
Total Net Position	<u><u>\$ 236,068</u></u>

See accompanying Notes to Basic Financial Statements.

**CROWFOOT VALLEY RANCH METRO DISTRICT #1
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2019**

		Program Revenues			Net (Expense) Revenue and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Government Activities:					
General Government	\$ 124,028	\$ -	\$ 922,373	\$ -	\$ 798,345
Interest and Related Costs on Long-Term Debt	35,178	-	-	-	(35,178)
Dedication of Capital Assets to Other Entity	206,350	-	-	-	(206,350)
	<u>\$ 365,556</u>	<u>\$ -</u>	<u>\$ 922,373</u>	<u>\$ -</u>	<u>556,817</u>
GENERAL REVENUES					
Property Taxes					723
Specific Ownership Taxes					72
Net investment Income					82
Total General Revenues					<u>877</u>
CHANGES IN NET POSITION					557,694
Net Position - Beginning of Year					<u>(1,049,862)</u>
NET POSITION - END OF YEAR					<u>\$ (492,168)</u>

See accompanying Notes to Basic Financial Statements.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2019**

	General	Capital Projects	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 6,369	\$ 4,819	\$ 11,188
Cash and Investments - Restricted	500	-	500
Due from District No. 2	662	-	662
Receivable from County Treasurer	7	-	7
Property Tax Receivable	693	-	693
Prepaid Insurance	800	-	800
Total Assets	\$ 9,031	\$ 4,819	\$ 13,850
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 8,750	\$ 697,712	\$ 706,462
Payable to Town	4,676	-	4,676
Retainage Payable	-	35,343	35,343
Total Liabilities	13,426	733,055	746,481
DEFERRED INFLOWS OF RESOURCES			
Property Tax Revenue	693	-	693
Total Deferred Inflows or Resources	693	-	693
FUND BALANCES			
Nonspendable:			
Prepaid Expense	800	-	800
Restricted for:			
Emergency Reserves	500	-	500
Unassigned	(6,388)	(728,236)	(734,624)
Total Fund Balances	(5,088)	(728,236)	(733,324)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 9,031	\$ 4,819	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	706,868
Long-term liabilities, including bonds payable and interest payable, are not due and payable in the current period and, therefore, are not reported in the funds.	
Developer Advances	(251,692)
Accrued Interest on Developer Advances	(214,020)
Net Position of Governmental Activities	\$ (492,168)

See accompanying Notes to Basic Financial Statements.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2019

	General	Capital Projects	Total Governmental Funds
REVENUES			
Property Taxes	\$ 659	\$ -	\$ 659
Fire Protection Tax	64	-	64
Specific Ownership Taxes	72	-	72
Net Investment Income	82	-	82
Intergovernmental Revenue from CVRMD No. 2	15,560	906,813	922,373
Total Revenues	16,437	906,813	923,250
EXPENDITURES			
Current:			
Accounting	8,245	-	8,245
Auditing	5,250	-	5,250
County Treasurer's Fee	10	-	10
County Treasurer's Fee - Fire	1	-	1
Dues and Licenses	639	-	639
Insurance and Bonds	5,517	-	5,517
District Management	4,871	-	4,871
Legal Services	13,441	-	13,441
Miscellaneous	323	-	323
Paying Agent Fees	6,000	-	6,000
Payment to Town	63	-	63
Capital Outlay:			
Accounting	-	24,734	24,734
District Management	-	14,612	14,612
Legal Services	-	40,322	40,322
Capital Outlay	-	913,218	913,218
Total Expenditures	44,360	992,886	1,037,246
EXCESS OF REVENUES OVER (UNDER)			
EXPENDITURES	(27,923)	(86,073)	(113,996)
OTHER FINANCING SOURCES (USES)			
Developer Advances	20,000	-	20,000
Repay Developer Advance	-	(642,163)	(642,163)
Total Other Financing Sources (Uses)	20,000	(642,163)	(622,163)
NET CHANGE IN FUND BALANCES	(7,923)	(728,236)	(736,159)
Fund Balances - Beginning of year	2,835	-	2,835
FUND BALANCES - END OF YEAR	\$ (5,088)	\$ (728,236)	\$ (733,324)

See accompanying Notes to Basic Financial Statements.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2019**

Net Change in Fund Balances - Total Governmental Funds \$ (736,159)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Capital Outlay	913,218
Conveyance of Asset to City	(206,350)

Long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Developer Advance	(20,000)
Developer Advance Repayment	642,163

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Developer Advance - Change in Liability	(19,401)
Accrued Interest on Developer Advance	<u>(15,777)</u>

Changes in Net Position of Governmental Activities	<u><u>\$ 557,694</u></u>
--	--------------------------

See accompanying Notes to Basic Financial Statements.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2019**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 659	\$ 659	\$ -
Fire Protection Tax	64	64	-
Specific Ownership Taxes	66	72	6
Net Investment Income	156	82	(74)
Intergovernmental Revenue from CVRMD No. 2	20,141	15,560	(4,581)
Total Revenues	21,086	16,437	(4,649)
EXPENDITURES			
Current:			
Accounting	38,400	8,245	30,155
Audit	5,000	5,250	(250)
County Treasurer's Fees	11	10	1
County Treasurer's Fees - Fire	-	1	(1)
Dues and Licenses	1,350	639	711
Insurance and Bonds	14,200	5,517	8,683
District Management	27,000	4,871	22,129
Legal Services	33,000	13,441	19,559
Miscellaneous	1,000	323	677
Paying Agent Fees	-	6,000	(6,000)
Noxious Weed Control	5,000	-	5,000
Payment to Town	4,678	63	4,615
Contingency	6,361	-	6,361
Total Expenditures	136,000	44,360	91,640
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(114,914)	(27,923)	86,991
OTHER FINANCING SOURCES (USES)			
Developer Advance	110,000	20,000	(90,000)
Total Other Financing Sources (Uses)	110,000	20,000	(90,000)
NET CHANGE IN FUND BALANCE	(4,914)	(7,923)	(3,009)
Fund Balances - Beginning of Year	7,381	2,835	(4,546)
FUND BALANCES - END OF YEAR	\$ 2,467	\$ (5,088)	\$ (7,555)

See accompanying Notes to Basic Financial Statements.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 1 DEFINITION OF REPORTING ENTITY

Crowfoot Valley Ranch Metropolitan District No. 1 (District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by Order and Decree of the District Court for Douglas County recorded on December 3, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was organized to provide financing for the design, acquisition, installation and construction of sanitation improvements, water improvements, street improvements, traffic and safety control improvements, park and recreation improvements, transportation improvements, television relay and translation improvements, mosquito control, fire protection, emergency medical services, and operation and maintenance of the District. Under the Service Plan, the District is the Operating District related to Crowfoot Valley Ranch Metropolitan District No. 2, the Financing District ("District No. 2").

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

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

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

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 if 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.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the government's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

Deficits

The General Fund and Capital Projects Fund reported a deficit in the fund financial statements as of December 31, 2019. The deficit will be eliminated through receipt of funds advanced by the Developer and draws on the Bond Project Fund from District No. 2 in 2020.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2019 are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 11,188
Cash and Investments - Restricted	500
Total cash and investments	\$ 11,688

Cash and investments as of December 31, 2019 consist of the following:

Deposits with Financial Institutions	\$ 6,971
Investments	4,717
Total Cash and Investments	\$ 11,688

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2019, the District had a carrying and bank balance of \$6,971.

Investments

The District has adopted a formal investment policy that follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk disclosure requirements or investment custodial credit risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
 NOTES TO BASIC FINANCIAL STATEMENTS
 DECEMBER 31, 2019**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

As of December 31, 2019, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted Average Under 60 Days	\$ 4,717

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by State statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust is similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds and highest rated commercial paper. A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE is rated AAAM by Standard & Poor's. CSAFE Records its investments at amortized cost and the district records investments in CSAFE at net asset value as determined by amortized costs. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2019, follows:

	Balance - December 31, 2018	Increases	Decreases	Balance at December 31, 2019
Capital Assets, Not Being Depreciated:				
CIP Douglas County Road	\$ -	\$ 206,350	\$ 206,350	\$ -
CIP Canyons F1A Outfall	-	706,868	-	706,868
Total Capital Assets, Not Being Depreciated	-	913,218	206,350	706,868
Governmental Activities - Capital Assets, Net	<u>\$ -</u>	<u>\$ 913,218</u>	<u>\$ 206,350</u>	<u>\$ 706,868</u>

The majority of capital assets constructed by the District are expected to be dedicated to other governments for ownership and maintenance. When the property is dedicated, the District removes the cost of construction from capital assets.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of the changes in the District's long-term obligations for the year ended December 31, 2019:

	Balance at December 31, 2018	New Issues	Refundings/ Retirements	Balance at December 31, 2019	Due Within One Year
General Obligation					
Bonds:					
Developer Advance O&M	\$ 231,692	\$ 20,000	\$ -	\$ 251,692	\$ -
Developer Advance Capital	339,540	-	339,540	-	-
Accrued Interest O&M	194,619	19,401	-	214,020	-
Accrued Interest Capital	286,846	15,777	302,623	-	-
Total	<u>\$ 1,052,697</u>	<u>\$ 55,178</u>	<u>\$ 642,163</u>	<u>\$ 465,712</u>	<u>\$ -</u>

Authorized Debt

On November 4, 2014, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$477,000,000. At December 31, 2019, the District had authorized, but unissued indebtedness in the following amounts allocated for the following purposes:

	Authorized November 25, 2002 Election	Authorized November 7, 2006 Election	Authorized November 4, 2014 Election	Authorized But Unissued
Street Improvements	\$ 53,000,000	\$ 53,000,000	\$ 53,000,000	\$ 159,000,000
Parks and Recreation	-	53,000,000	53,000,000	106,000,000
Water	53,000,000	53,000,000	53,000,000	159,000,000
Sanitation	53,000,000	53,000,000	53,000,000	159,000,000
Transportation	53,000,000	53,000,000	53,000,000	159,000,000
Traffic Safety Controls	53,000,000	53,000,000	53,000,000	159,000,000
TV Relay and Translation	53,000,000	53,000,000	-	106,000,000
Fire Protection / Emergency Medical	53,000,000	53,000,000	53,000,000	159,000,000
Refunding	53,000,000	53,000,000	106,000,000	212,000,000
Total	<u>\$ 424,000,000</u>	<u>\$ 477,000,000</u>	<u>\$ 477,000,000</u>	<u>\$ 1,378,000,000</u>

The District along with District No. 2 is permitted to issue bond indebtedness in an aggregate amount up to \$477,000,000 (Combined Debt Limit). In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 6 NET POSITION

The District has net position consisting of two components, restricted and unrestricted.

Restricted assets include net position that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2019, as follows:

	Governmental Activites
Restricted Net Position:	
Emergency Reserves	\$ 500
Total	\$ 500

NOTE 7 DISTRICT AGREEMENTS

Amended and Restated District Facilities Agreement

The District and District No. 2 entered into a District Facilities Agreement, dated February 19, 2003, as amended and restated by the Amended and Restated District Facilities Agreement, dated January 1, 2008, and as amended by the First Amendment to Amended and Restated District Facilities Agreement, dated May 29, 2018, which sets forth the right to construct, own or transfer, and operate and maintain, public facilities and services for the benefit of both Districts and for District No. 2 to issue indebtedness to fund these costs. The agreement establishes:

Maximum Debt Levy

To fund the obligations related to the limited tax general obligation of the District:

- 1) A Maximum Debt Levy not to exceed 50 mills, and
- 2) Other Revenues of the District as may be legally available.

Maximum O&M Levy and Service Fee

To fund the operation and maintenance of District No. 1:

- 1) A Maximum O&M levy not to exceed 20 mills,
- 2) The imposition of a uniform Service Fee upon each single family lot, each multi-family unit, and each square foot of commercial development, and
- 3) Other revenues of the District as may be legally available.

Fire Protection Agreement

The District has entered into an intergovernmental agreement with the Town of Castle Rock for fire protection and emergency response services. The required mill levy is 6.75 mills, as adjusted for changes in assessed valuation, which for the tax collection year 2019 is 7.462 mills. The Town of Castle Rock was required to build a new fire station to service the District and as a result the District agreed to levy 7.462 mills, as adjusted for changes in assessed valuation, and remit the proceeds, net of collection fees, to the Town annually.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 7 DISTRICT AGREEMENTS (CONTINUED)

Facilities Funding and Acquisition Agreement

The District entered into an Operation Funding Agreement with Canyons South, LLC, dated February 2, 2007, and assigned to HT Canyons South Development LP (the "Developer") on May 11, 2018. Under this agreement, the Developer will either construct or cause to have constructed by a general contractor the improvements which the District will acquire after they have been completed, or initially fund the construction and installation of improvements by the District. The advances accrue interest at a rate of 8%.

NOTE 8 RELATED PARTY

The majority of the members on the Board of Directors are employees, owners, or are otherwise associated with the Developer and may have conflicts of interest in dealing with the District.

Operation Funding Agreement

The District entered into an Operation Funding Agreement with Canyons South, LLC, dated February 2, 2007, and assigned to HT Canyons South Development LP (the "Developer") on May 11, 2018. Under this agreement, the Developer will provide funding to cover any shortfalls in operations and maintenance that the District incurs. The advances accrue interest at a rate of 8%.

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool) as of December 31, 2019. The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, public officials' liability, and workers' compensation coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2019

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations that apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 4, 2014, a majority of the District's electors authorized the District to collect and spend or retain in a reserve the full amount of all currently levied taxes and fees of the District annually, without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES – BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2019**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Intergovernmental Revenue from CVRMD No. 2	\$ 25,318,288	\$ 906,813	\$ (24,411,475)
Total Revenues	<u>25,318,288</u>	<u>906,813</u>	<u>(24,411,475)</u>
EXPENDITURES			
Accounting	-	24,734	(24,734)
District Management	-	14,612	(14,612)
Legal Services	-	40,322	(40,322)
Capital Outlay	<u>25,318,288</u>	<u>913,218</u>	<u>24,405,070</u>
Total Expenditures	<u>25,318,288</u>	<u>992,886</u>	<u>24,325,402</u>
EXCESS OF REVENUES UNDER EXPENDITURES	-	(86,073)	(86,073)
OTHER FINANCING SOURCES (USES)			
Repay Developer Advance	-	(642,163)	(642,163)
Total Other Financing Uses	<u>-</u>	<u>(642,163)</u>	<u>(642,163)</u>
NET CHANGE IN FUND BALANCES	-	(728,236)	(728,236)
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u><u>\$ -</u></u>	<u><u>\$ (728,236)</u></u>	<u><u>\$ (728,236)</u></u>

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
SUMMARY OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2019**

Year Ended <u>December 31,</u>	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied	Property Taxes		Percent Collected to Levied
			Levied	Collected	
2015	\$ 8,710	0.000	\$ -	\$ -	0%
2016	8,510	0.000	-	-	0
2017	8,210	0.000	-	-	0
2018	8,510	84.850	723	723	100
2019	8,510	84.850	723	723	100
Estimated for Year Ending December 31, 2020	\$ 8,110	85.443	\$ 693		

NOTE: Property taxes collected in any one year include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

**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.

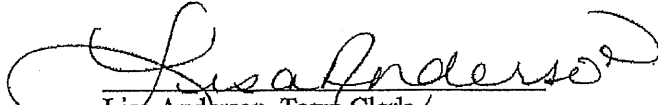
6.08 Entire Agreement. This IGA contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

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

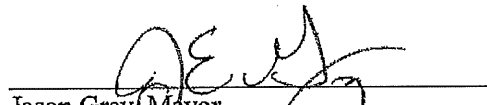
6.10 Effective Date. This IGA shall become effective upon its mutual execution by Town and Districts.

ATTEST:

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



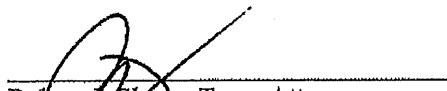
Lisa Anderson, Town Clerk



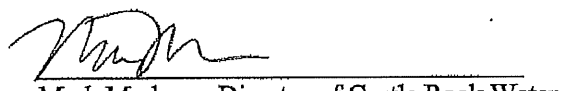
Jason Gray, Mayor

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.

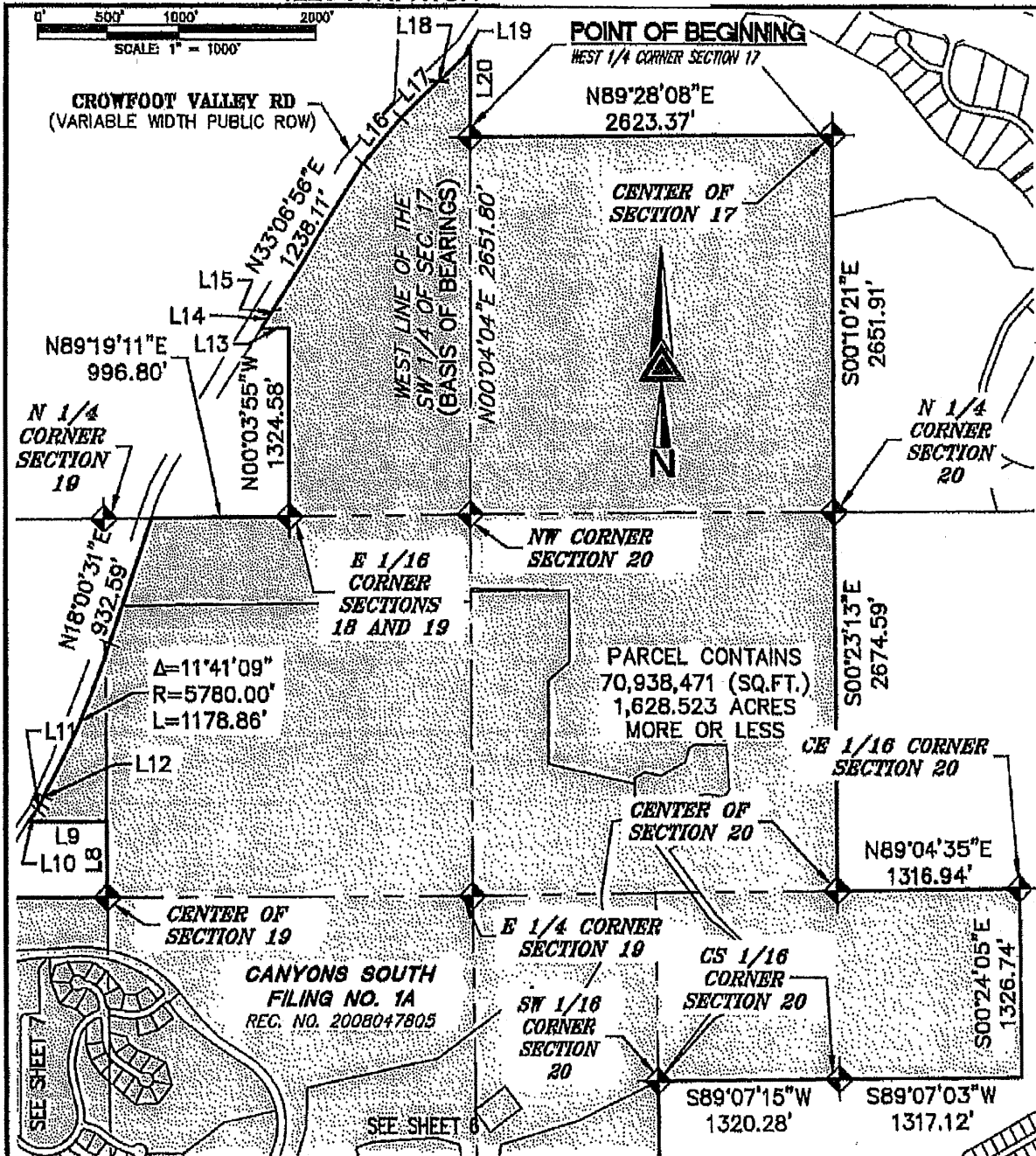
CONTAINING AN AREA OF 1628.523 ACRES, (70,938,471 SQUARE FEET), MORE OR LESS.

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



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

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

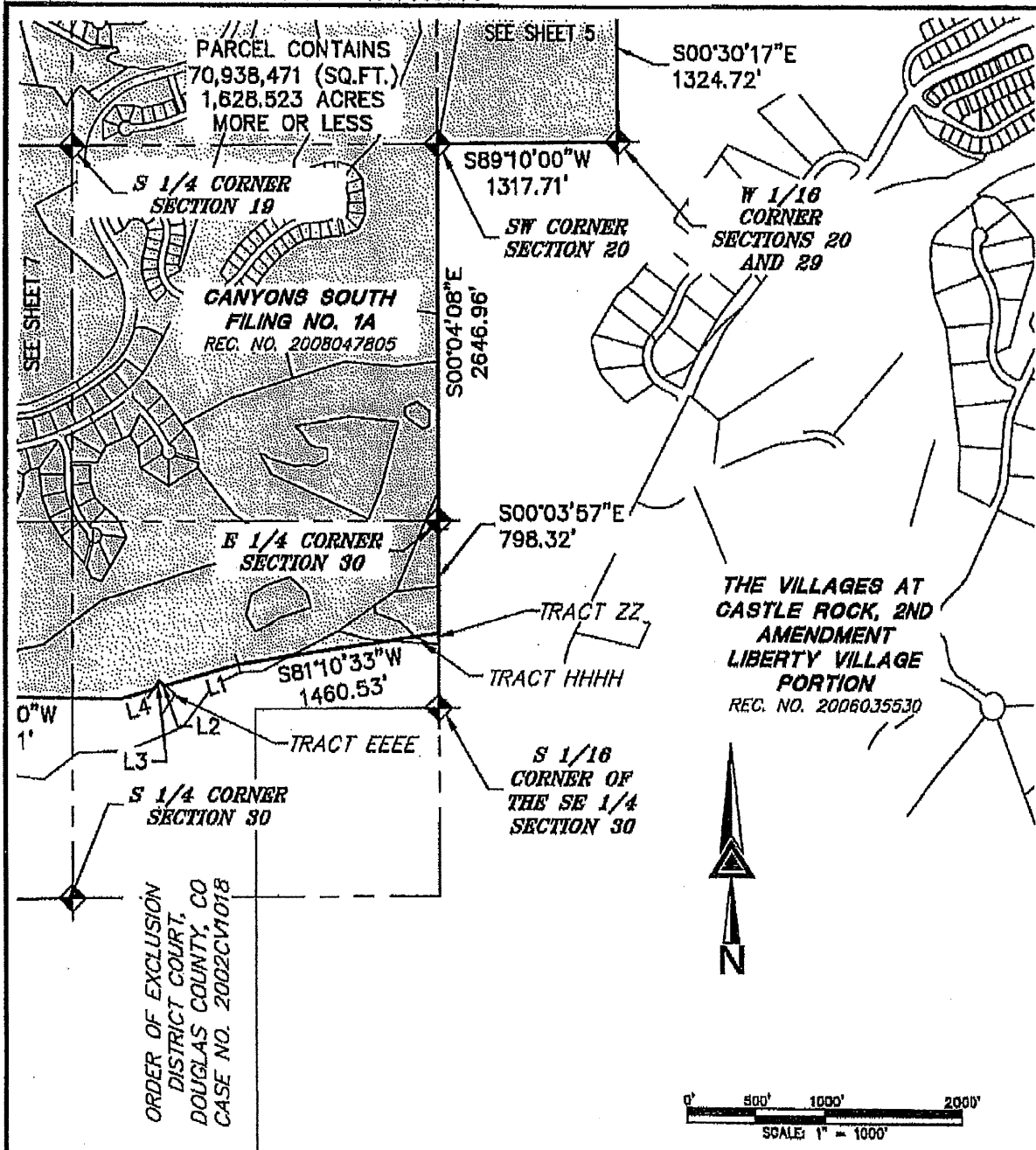


300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80120
 Phone (303) 715-1898
 Fax (303) 715-1897
 www.aztecconsultants.com

SEC. 17, 18, 19, 20, 30, 31, T.7S., R.66W. &
 SEC. 24, 25 T.7S., R.67W.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 134718-01 6 OF 8 SHEETS

Q:\134718-01 - Crowfoot Valley Ranch Metro District Maps\DWG\SCHEMATS

ILLUSTRATION



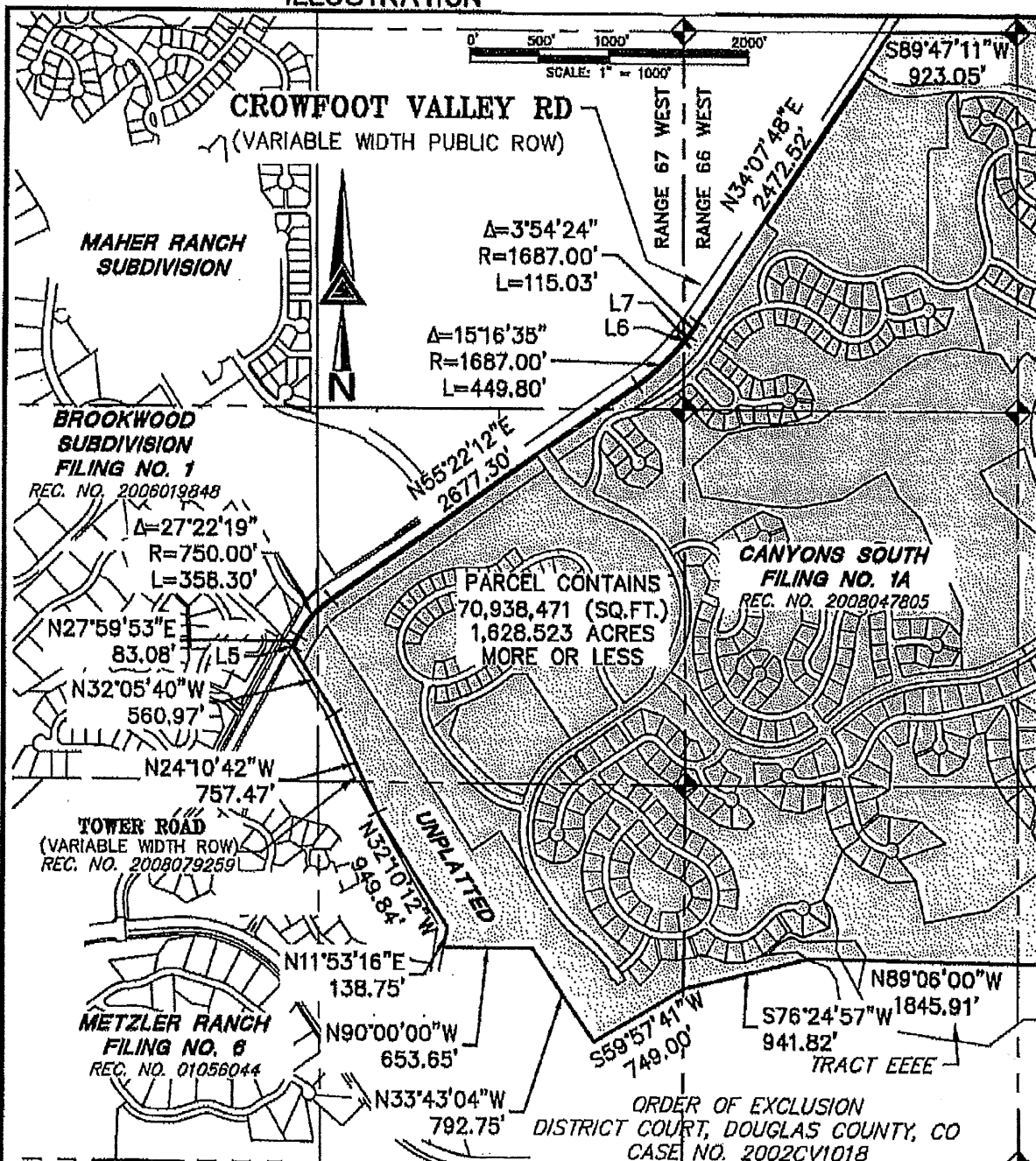
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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


 390 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80120
 Phone: (303) 713-1899
 Fax: (303) 713-1997
 www.aztecconsultants.com
 134716-01 - Crowfoot Valley Ranch Metro District Maps/Dwg/LEGENDS

SEC. 17,18,19,20,30,31, T.7S., R.66W. &
 SEC. 24, 25 T.7S., R.67W.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 134716-01 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
http://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'

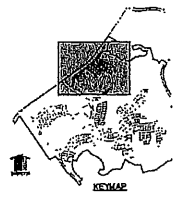
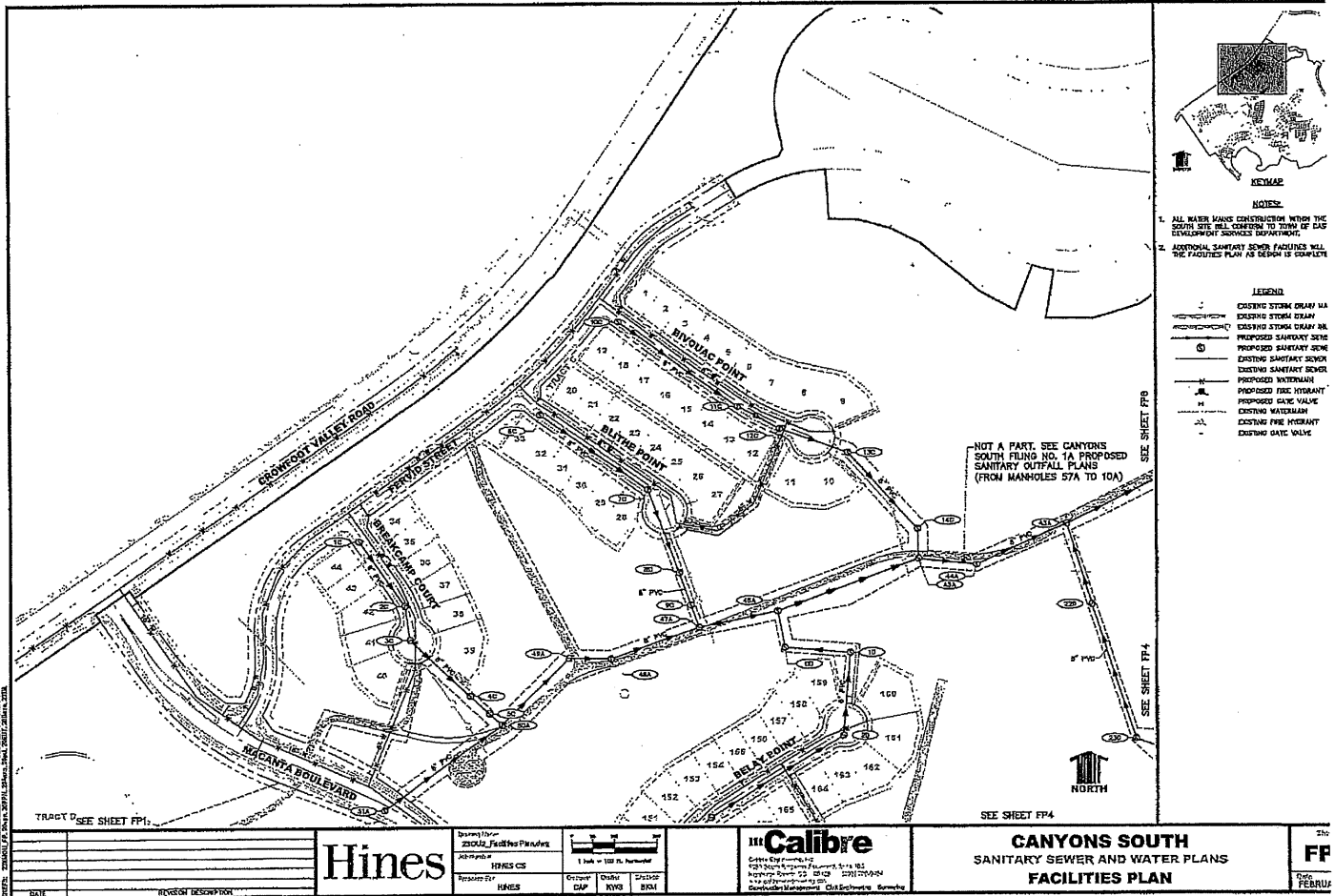

AZTEC
 CONSULTANTS, INC.

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

© 134718-01 - Crowfoot Valley Ranch Metro District Maps/Dwg SHEETS

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

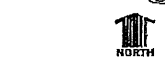
EXHIBIT 2
FACILITIES PLAN



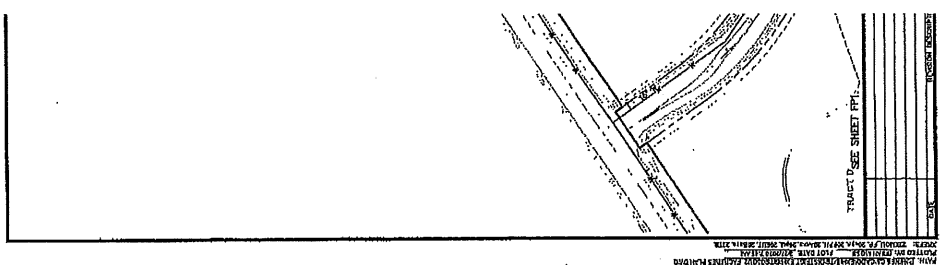
- NOTES**
1. ALL WATER MAIN CONSTRUCTION UNDER THE SOUTH SITE WILL REFER TO TOWN OF LAS VEGAS DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE FACILITIES PLAN AS DEVELOPMENT IS COMPLETE.

- 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 WATER MAIN
 - EXISTING FIRE HYDRANT
 - EXISTING GATE VALVE

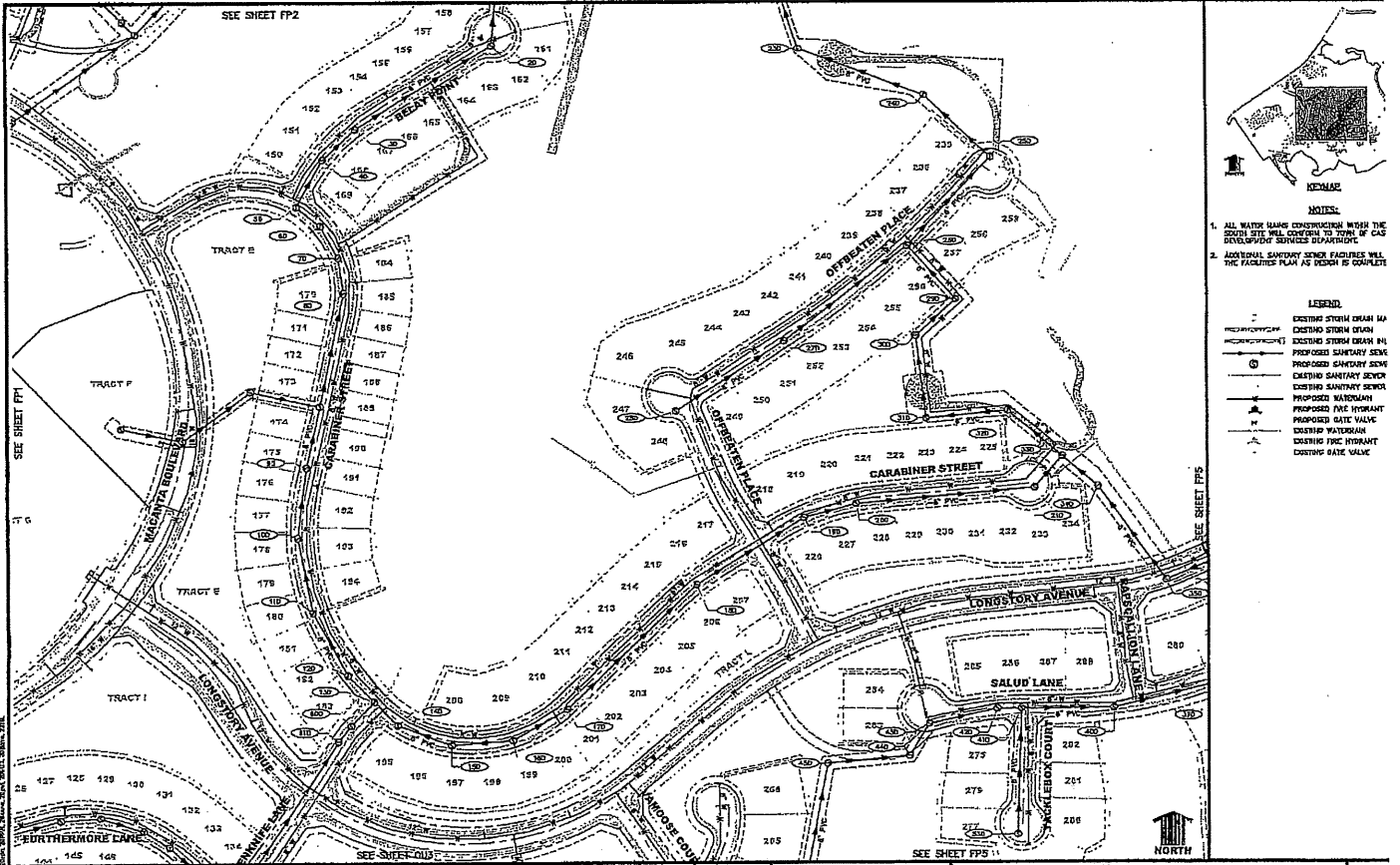
NOT A PART. SEE CANYONS SOUTH PLUNGING NO. 1A PROPOSED SANITARY OUTFALL PLANS (FROM MANHOLES 57A TO 10A)



<p>DATE</p> <p>REVISION DESCRIPTION</p>	<p>Hines</p>	<p>Drawn By: ZIGOUY, Facilities Planning</p>	<p>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: 702-799-9999 www.cityoflasvegas.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</p> <p>State: NV</p> <p>County: BCL</p>				



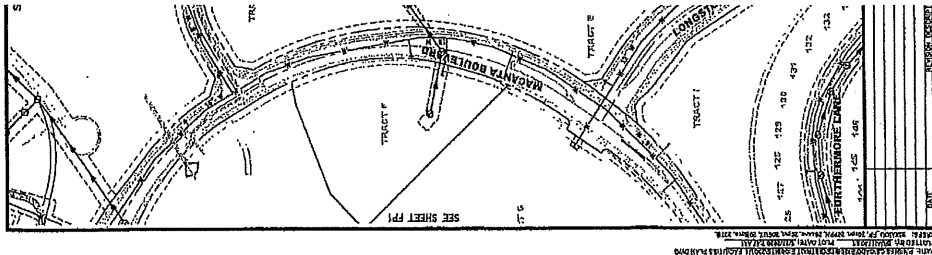
THIS DRAWING IS THE PROPERTY OF HINES ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HINES ENGINEERING, INC.



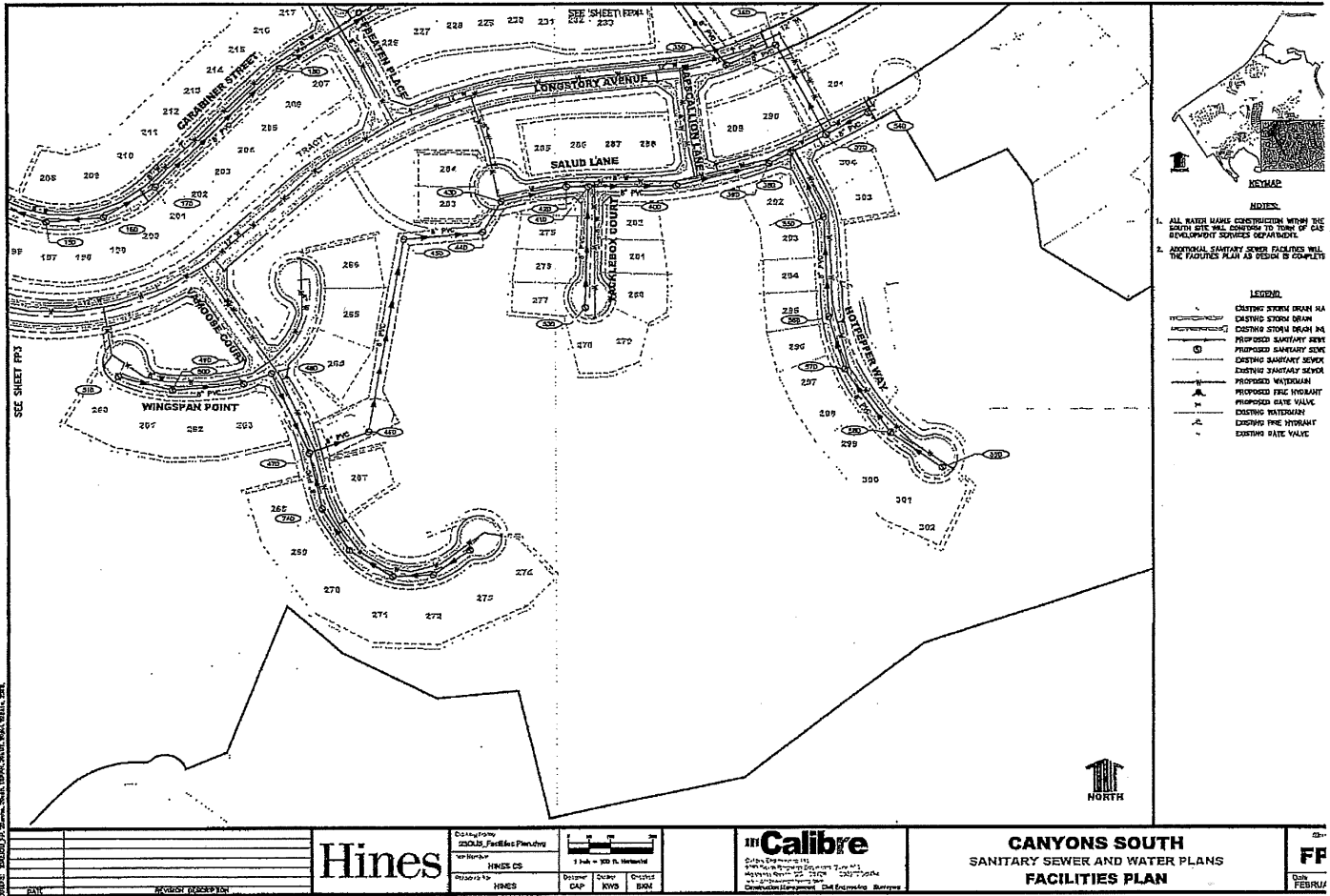
- NOTES**
1. ALL WATER BARRIERS CONSTRUCTION WITHIN THE SOUTH SITE WILL CONFORM TO TERMS OF CASE DEVELOPMENT SERVICES DEPARTMENT.
 2. ADDITIONAL SANITARY SEWER FACILITIES WILL BE FACILITIES PLAN AS DESIGN IS COMPLETE.

- LEGEND**
- EXISTING STORM DRAIN (thick dashed line)
 - EXISTING STORM DRAIN (thin dashed line)
 - PROPOSED SANITARY SEWER (solid line with circles)
 - EXISTING SANITARY SEWER (dashed line with circles)
 - EXISTING SANITARY SEWER (dotted line with circles)
 - PROPOSED MANHOLE (circle with 'M')
 - PROPOSED FIRE HYDRANT (circle with 'H')
 - PROPOSED GATE VALVE (circle with 'V')
 - EXISTING WATERBARRIERS (line with 'W')
 - EXISTING FIRE HYDRANT (circle with 'H')
 - EXISTING GATE VALVE (circle with 'V')

<p>Hines</p> <p>3000 S. Fairview Blvd Tucson, AZ 85710 Tel: 520.528.1000 Fax: 520.528.1001</p>	<p>1 inch = 100 ft. horizontal</p>	<p>Calibre</p> <p>3000 S. Fairview Blvd, Suite 411 Tucson, AZ 85710 Tel: 520.528.1000 Fax: 520.528.1001</p>	<p>CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN</p>	<p>FF DATE: FEBRUARY</p>
---	------------------------------------	--	---	------------------------------

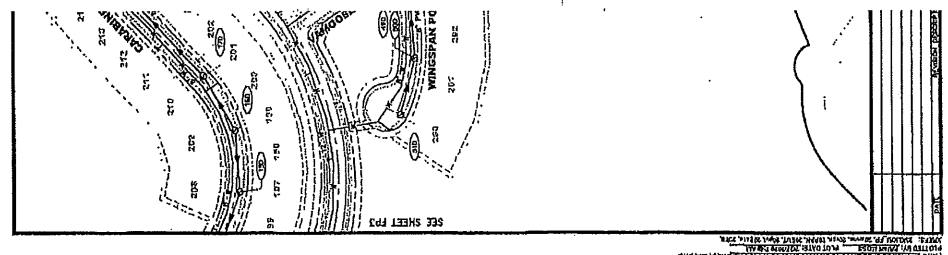


WITH THE EXCEPTED AREAS SHOWN IN THIS PLAN, THE SANITARY SEWER AND WATER PLANS SHALL BE CONSIDERED COMPLETE. ANY CHANGES TO THE PLAN SHALL BE MADE BY THE CLIENT.

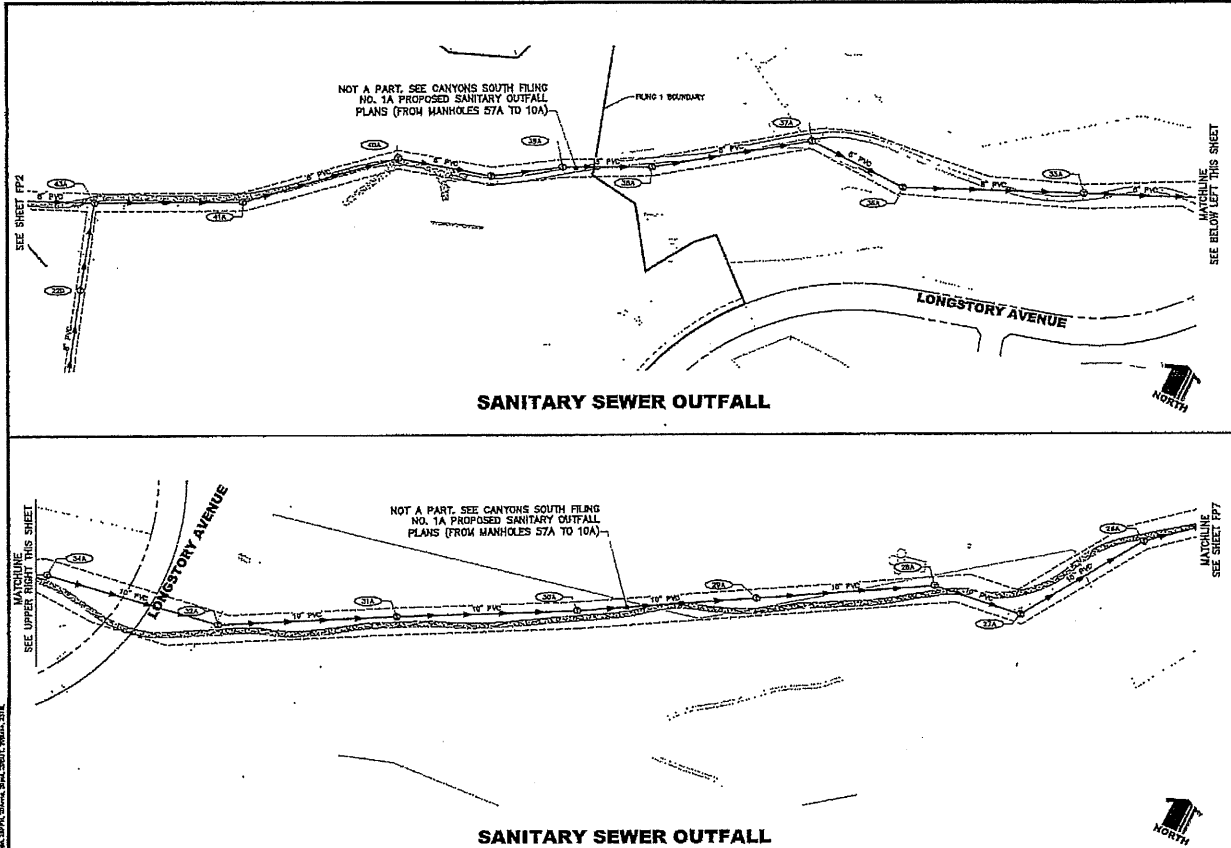


HINES ENGINEERING ARCHITECTURE INTERIORS LANDSCAPE ARCHITECTURE PLANNING
 1000 WEST 10TH AVENUE SUITE 100 DENVER CO 80202
 PHONE: 303.733.1100 FAX: 303.733.1101
 WWW.HINESENGINEERING.COM

<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION					<h1>Hines</h1>	Drawing From: 2005 Facilities Planning Worksheet: HINES CS Project No: HINES	Scale: 1 inch = 300 ft. Horizontal Designer: CAP Checker: NYB Civilist: BSA	Calibre Civil Engineering 1000 West 10th Avenue Suite 100 Denver, CO 80202 Phone: 303.733.1100 Fax: 303.733.1101 www.calibreeng.com	CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN	FF DATE: FEBRU 2011
	DATE	DESCRIPTION										
Project No: HINES	Designer: CAP Checker: NYB Civilist: BSA	Drawing No: HINES CS	Project Name: Canyons South	Date: February 2011								



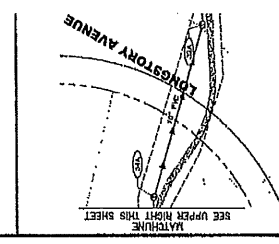
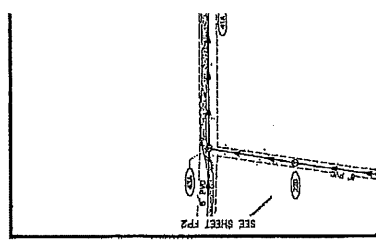
HINES ENGINEERING ARCHITECTURE INTERIORS LANDSCAPE ARCHITECTURE PLANNING
 1000 WEST 10TH AVENUE SUITE 100 DENVER CO 80202
 PHONE: 303.733.1100 FAX: 303.733.1101
 WWW.HINESENGINEERING.COM



- NOTES**
1. ALL WATER MAINS CONSTRUCTION IN CANYONS SOUTH SITE WILL CONFORM TO CASTLE ROCK DEVELOPMENT STD. SPECIFICATIONS.
 2. ADDITIONAL SANITARY SENSOR FACILITY ADDED TO THE FACILITIES PLAN AS I DEVELOPED.

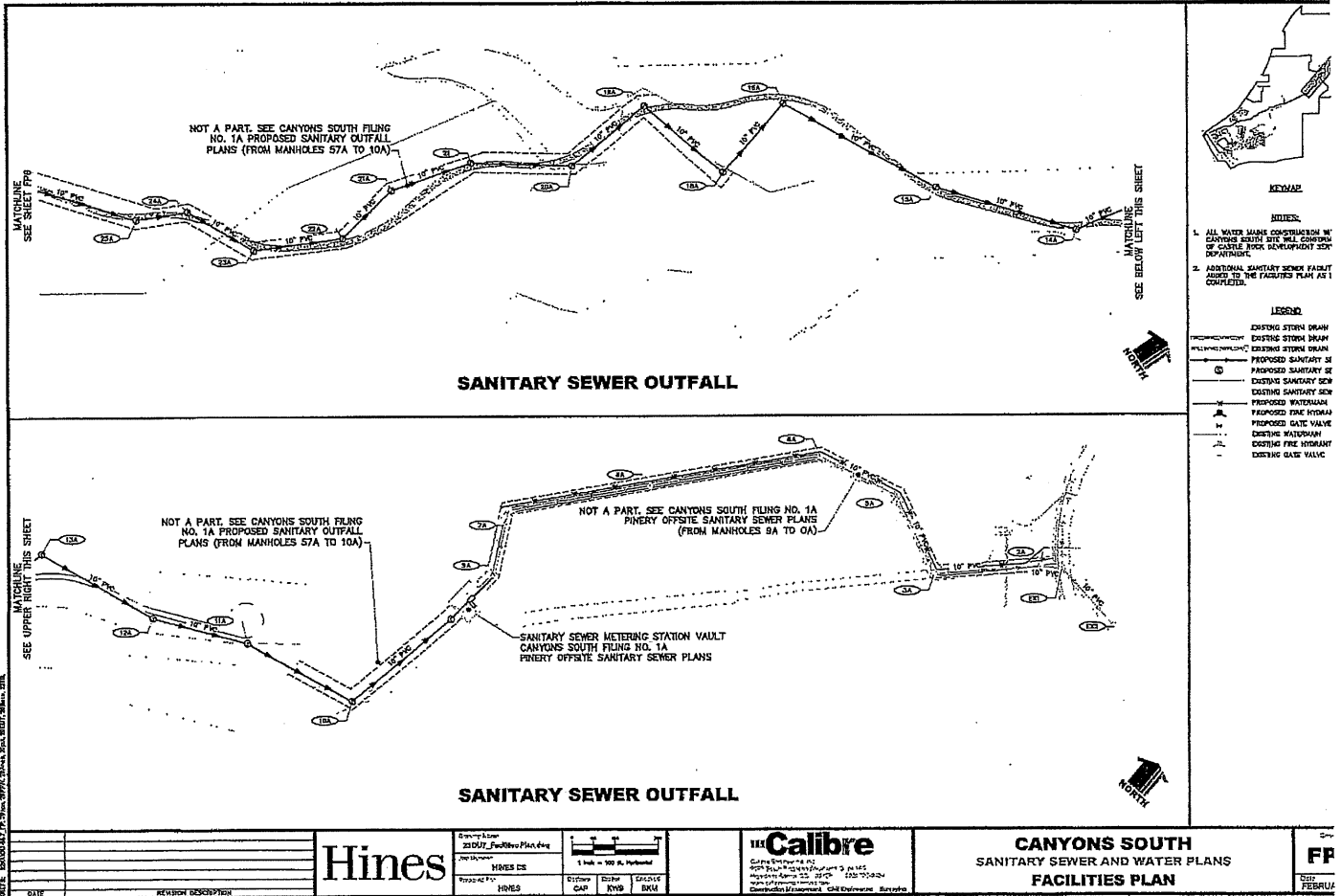
- LEGEND**
- EXISTING STORM DRAIN
 - EXISTING STORM DRAIN
 - EXISTING STORM DRAIN
 - PROPOSED SANITARY ST
 - PROPOSED SANITARY ST
 - EXISTING SANITARY SCS
 - EXISTING SANITARY SCS
 - PROPOSED WATERMAIN
 - PROPOSED FIRE HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING WATERMAIN
 - EXISTING FIRE HYDRANT
 - EXISTING GATE VALVE

<p>DATE: 10/12/2020</p> <p>PROJECT: 2020038330</p> <p>DESCRIPTION: SANITARY SEWER AND WATER PLANS</p>	<p>Hines</p>	<p>Drawn By: J. J. ...</p> <p>Checked By: ...</p>	<p>Scale: 1 inch = 500 ft. Horizontal</p>	<p>Calibre</p> <p>Engineering & Construction Services</p>	<p>CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN</p>	<p>Sheet No. 31 of 41</p>
		<p>Project: HINES CS</p> <p>Client: CAP</p> <p>Drawn: KWS</p> <p>Checked: BOW</p>	<p>DATE: 10/12/2020</p> <p>PROJECT: 2020038330</p> <p>DESCRIPTION: SANITARY SEWER AND WATER PLANS</p>			



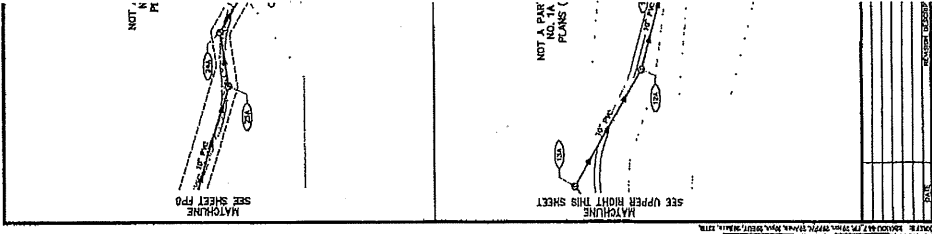
DATE: 10/12/2020	PROJECT: 2020038330	DESCRIPTION: SANITARY SEWER AND WATER PLANS
------------------	---------------------	---

DATE: 10/12/2020 PROJECT: 2020038330 DESCRIPTION: SANITARY SEWER AND WATER PLANS



NOTE: PLANS FOR CONSTRUCTION OF SANITARY SEWER AND WATER MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWER AND WATER MAINS, 2018 EDITION.

<p>Hines</p> <p>22001 Parkview Parkway Denver, CO 80231 303.750.0000</p>	<p>Scale: 1 inch = 100 feet</p>	<p>Calibre</p> <p>11555 E. Hampden Ave., Suite 100 Denver, CO 80231 303.750.0000</p>	<p>CANYONS SOUTH SANITARY SEWER AND WATER PLANS FACILITIES PLAN</p>	<p>FP</p>
	<p>DATE: _____</p> <p>REVISION DESCRIPTION:</p>			



NOTE: PLANS FOR CONSTRUCTION OF SANITARY SEWER AND WATER MAINS SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWER AND WATER MAINS, 2018 EDITION.

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

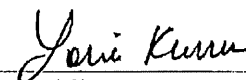
STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

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

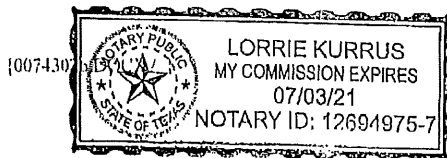


EXHIBIT 4
WARRANTY BILL OF SALE

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

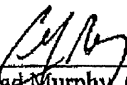
By  _____
Chad Murphy, Chair

Attest:



Name: RICHARD CROSS
Title: TREASURER

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 2

By  _____
Chad Murphy, Chair

Attest:



Name: RICHARD CROSS
Title: TREASURER

**ASSIGNMENT OF AND FOURTH AMENDMENT TO
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT
SERVICE AGREEMENT
(THE CANYONS)**

This ASSIGNMENT OF AND FOURTH AMENDMENT TO DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT SERVICE AGREEMENT (THE CANYONS) (this “**Assignment and Amendment**”) is made and entered into as of this 19th day of February, 2020 by and between DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Denver Southeast District**”), HT CANYONS SOUTH DEVELOPMENT LP, a Delaware limited partnership (the “**Developer**”), and the CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Crowfoot District**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Denver Southeast District and Mississippi Partnership, a Colorado general partnership made and entered into that certain Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) (the “**Original Service Agreement**”), which was recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2005000493 on January 3, 2005.

B. The Original Service Agreement set forth the terms and conditions on which the Denver Southeast District will provide services to the real property located in Douglas County, Colorado and more particularly described in Exhibit A of the Service Agreement (the “**Property**”).

C. All of Mississippi Partnership’s obligations under the Original Service Agreement were assumed pursuant to that certain Assignment and Assumption Agreement by and between Mississippi Partnership and Canyons South LLC, a Delaware limited liability company (“**Canyons South**”), dated January 25, 2005, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2005069820.

D. The Denver Southeast District and Canyons South made and entered into that certain Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Amendment to Service Agreement**”), dated the 29th day of May, 2009, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2009041897 on June 2, 2009.

E. All of Canyons South’s obligations under the Original Service Agreement and Amendment to Service Agreement were assumed pursuant to that certain Assignment and Assumption Agreement by and between Canyons South and LC Macanta, LLC, a

Delaware limited liability company (“**Macanta**”), dated October 31, 2011, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2011069278 on November 3, 2011.

F. All of Macanta’s obligations under the Original Service Agreement and Amendment to Service Agreement were assumed pursuant to that certain Assignment and Assumption Agreement by and between Macanta and Canyons South, dated December 23, 2011, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2013005423 on January 22, 2013.

G. The Denver Southeast District and Canyons South made and entered into that certain Second Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Second Amendment to Service Agreement**”), dated the 16th day of November, 2016, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2016086230 on November 29, 2016.

H. The Denver Southeast District and Canyons South made and entered into that certain Third Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Third Amendment to Service Agreement**”, dated the 19th day of July, 2017, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2017050688 on July 26, 2017. The Original Service Agreement, Amendment to Service Agreement, Second Amendment to Service Agreement and Third Amendment to Service Agreement are may be collectively referred to herein as the “**Service Agreement**”.

I. All of Canyons South’s obligations under the Service Agreement were assumed by the Developer pursuant to that certain Assignment of Denver Southeast Suburban Water and Sanitation District Service Agreement (the Canyons) by and between Canyons South and the Developer, dated April 17, 2019.

J. The Developer wishes to assign certain rights and responsibilities under the Service Agreement to the Crowfoot District and the Crowfoot District wishes to accept certain rights and responsibilities under the Service Agreement from the Developer; and the Denver Southeast District wishes to consent to such assignment.

K. The Crowfoot District wishes to further assign certain rights and responsibilities under the Service Agreement to the Town of Castle Rock (“**Castle Rock**”); and the Denver Southeast District wishes to consent to such assignment.

L. The Parties wish to amend the Service Agreement to acknowledge such assignment.

M. Undefined capitalized terms used below have the same meanings as set forth in the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Assignment**. The Developer hereby assigns and delegates to the Crowfoot District, and the Crowfoot District hereby accepts and assumes from the Developer, the Developer's rights and obligations under Paragraphs 4 and 10 of the Service Agreement, unless specified in below in this Assignment and Amendment. The Parties acknowledge the Developer is not assigning or delegating to the Crowfoot District, and the Crowfoot District is not accepting or assuming from the Developer any other rights or obligations under the Service Agreement, other than those detailed under Paragraphs 4 and 10 of the Service Agreement. The Denver Southeast District hereby consents to such assignment.

2. **Amendment to Exhibit A "Service Area"**. Exhibit A attached to the Original Service Agreement is hereby amended and replaced in its entirety with Exhibit A attached hereto.

3. **Amendment to Paragraph 4 of Original Service Agreement**. Paragraph 4 of the Original Service Agreement is hereby amended and restated in its entirety to read as follows:

The Crowfoot District shall construct, at no cost to the Denver Southeast District, the interceptor line required to connect the points of individual sewage discharge within the Property to a point of connection with the Denver Southeast District's sewer system (the "**Interceptor**"). As of the date hereof, the Denver Southeast District's 10" wastewater line is extended to existing manhole 2A located east of Raintree Drive Right of Way, and will continue to, and beyond, the metering station shown on the approved Canyons South Filing No. 1 Proposed Pinery Offsite Sanitary Sewer Plans, Sheet SS2, attached hereto as Addendum 1 (the "**Metering Station**"). The Crowfoot District shall own and maintain the Interceptor between the Metering Station and the points of individual discharge from individual lots within the Property. The Denver Southeast District shall own and maintain the Interceptor and its appurtenances from and including the Metering Station to the Denver Southeast District's sewage treatment plant (the "**Plant**"). If it becomes necessary to locate any portion of the Interceptor outside the Property, the Denver Southeast District shall obtain sufficient construction and maintenance easements to permit the Crowfoot District to construct any portion of the Interceptor that is located outside the Property, and to allow the ongoing maintenance of such portion of the Interceptor by the Party designated such responsibility under this Agreement. The timing of the construction of the Interceptor shall be at the discretion of the Crowfoot District. However, it is intended the Crowfoot District will assign some or all of its rights and obligations under this Paragraph 4, including those related to ownership and maintenance of the Interceptor, to Castle Rock and the Denver

Southeast District hereby consents to such assignment, provided that such assignment is done pursuant to an Extra-Territorial Wastewater Service Intergovernmental Agreement in substantially the same form as shown in Addendum 2 attached hereto (the “Wastewater Service IGA”).

4. Amendment to Paragraph 10 of Service Agreement. Paragraph 10 of the Service Agreement is hereby amended and restated in its entirety to read as follows:

As of the date hereof the Denver Southeast District has sold and the Developer has purchased 973 single family units of Wastewater Treatment Capacity in the Plant (the “Taps”), which is the total number of Taps to be issued to the Developer under this Paragraph 10. Provided, however, that additional Taps may be issued for wastewater treatment capacity pursuant to Paragraph 11 of this Agreement.

Until physical connection is made to the Denver Southeast District’s service lines, all Taps issued to the Developer pursuant to this Paragraph 10 shall be deemed an “**Unutilized Tap(s)**” subject to Service Charges as provided in Paragraph 15 of this Agreement; which Service Charges shall remain an obligation of the Developer to the Denver Southeast District. Consistent with Paragraph 15, the Denver Southeast District shall make monthly inquiry to Castle Rock for a list of addresses at which water taps were issued by Castle Rock within the preceding month and within the area described on Exhibit A, and for purposes of this Paragraph 10, it will be assumed by the Parties that Taps associated with any properties listed have made a physical connection to the Denver Southeast Districts’ service lines and are deemed a “**Utilized Tap(s)**.” Utilized Taps are not subject to Service Charges related to Unutilized Taps.

In addition, the Parties expressly acknowledge that the rights to the wastewater treatment capacity related to the Taps (the “Capacity”) are not absolute until such time as it is deemed a Utilized Tap. Until such time, the rights to the Capacity related to such Unutilized Taps are contingent upon ongoing payment of Service Charges related to Unutilized Taps by the Developer to the Denver Southeast District pursuant to Paragraphs 15 and 21 herein and the Parties further acknowledge the rights of the Denver Southeast District to lien any real property within the area described on Exhibit A owned by the Developer for unpaid Service Charges related to such Unutilized Taps.

It is intended that Castle Rock will provide wastewater service to the Property, pursuant to the Wastewater Service IGA and an Intergovernmental Agreement between the Denver Southeast District and Castle Rock in substantially the same form as shown in Addendum 3 attached hereto.

The Developer hereby assigns its rights to the Capacity to the Crowfoot District under the Assignment and Amendment; however, such assignment shall be

incremental and the assignment of Capacity for each Tap shall occur at the time it is deemed a Utilized Tap. It is further intended that the Crowfoot District will assign some or all of its rights and obligations under this Paragraph 10, including those related to its rights in the Capacity to Castle Rock and the Denver Southeast District hereby consents to such assignment, provided that such assignment is completed pursuant to the terms of the Wastewater Service IGA.

5. **Amendment to Paragraph 34 of Service Agreement**. Paragraph 34 of the Original Service Agreement is hereby amended and restated in its entirety to read as follows:

Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Denver Southeast District: Denver Southeast Suburban Water and Sanitation District
d/b/a Pinery Water and Wastewater District
5242 Old Schoolhouse Road
Parker, Colorado 80134

With a copy to: Folkestad Fazekas Barrick & Patoile, P.C.
18 S. Wilcox St., Suite 200
Castle Rock, CO 80104
Attn: Joe Kinlaw, General Counsel

To the Developer: HT Canyons South Development LP
1144 15th Street, Suite 3675
Denver, Colorado 80202
Attn: Chad Murphy

To the Crowfoot District: Crowfoot Valley Metropolitan District No. 1
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attn: Ann Finn

With a copy to: Collins Cockrel & Cole, PC
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matthew Ruhland

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Parties at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. **Effect of this Assignment and Amendment.** Except as amended herein, the Service Agreement remains unchanged and in full force and effect.

7. **Governing Law.** This Assignment and Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

8. **Severability.** If any covenant, term, condition, or provision under this Assignment and Amendment shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

9. **Counterparts.** This Assignment and Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

10. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

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

CM

By: [Signature]
Name: Robert W. Witte
Title: Senior Managing Director

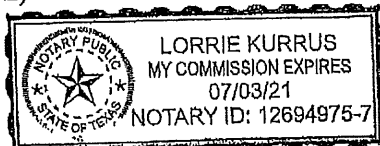
STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) was acknowledged before me this 13 day of March, 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.

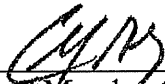
My commission expires: 7/3/21

(S E A L)



[Signature]
Notary Public

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

By: 
Chad Murphy, Chair

Attest:



Name: Anne Egan
Title: Secretary

Exhibit A
Revised "Service Area"

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 QUARTE 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.

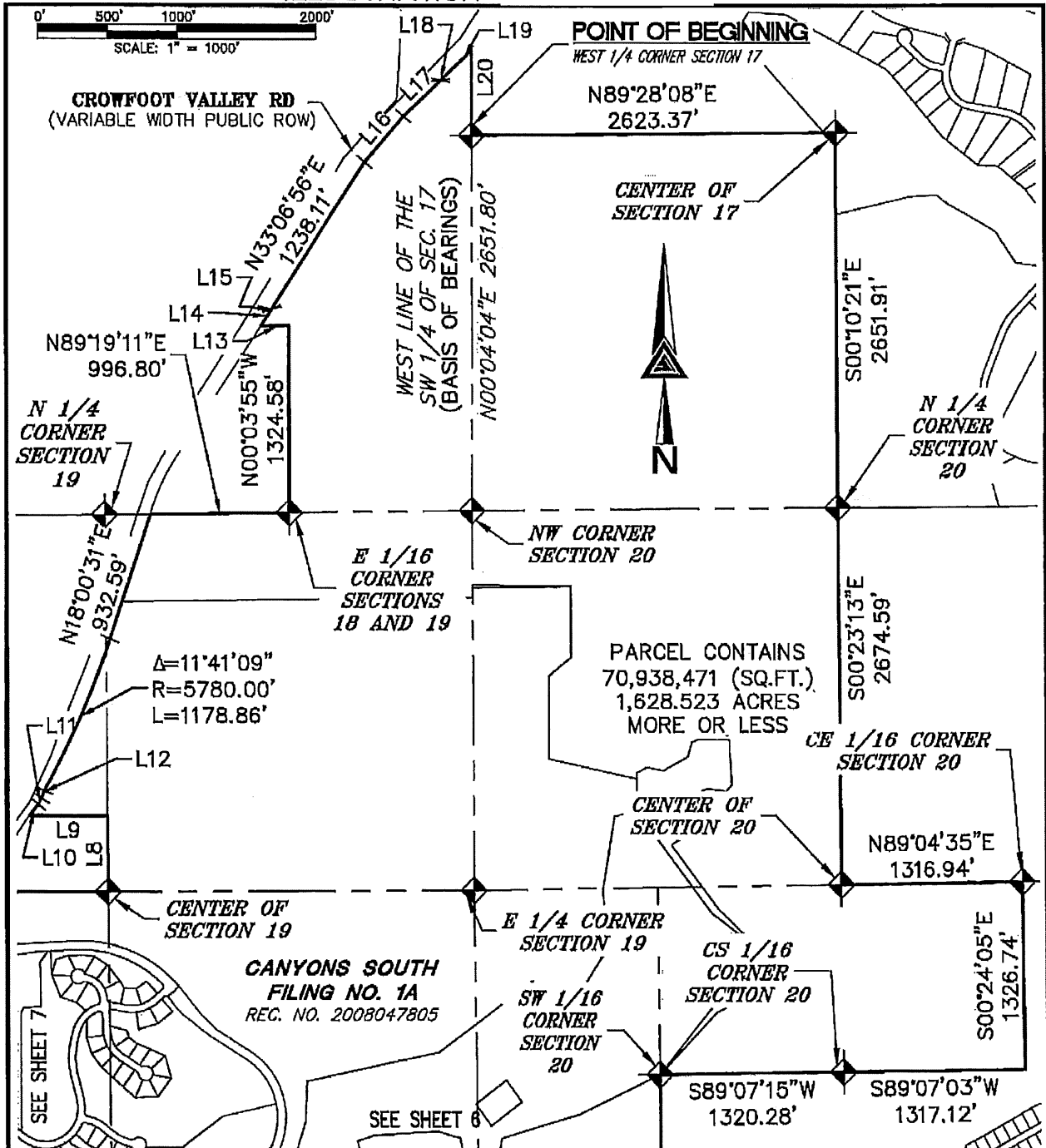
CONTAINING AN AREA OF 1628.523 ACRES, (70,938,471 SQUARE FEET), MORE OR LESS.

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



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

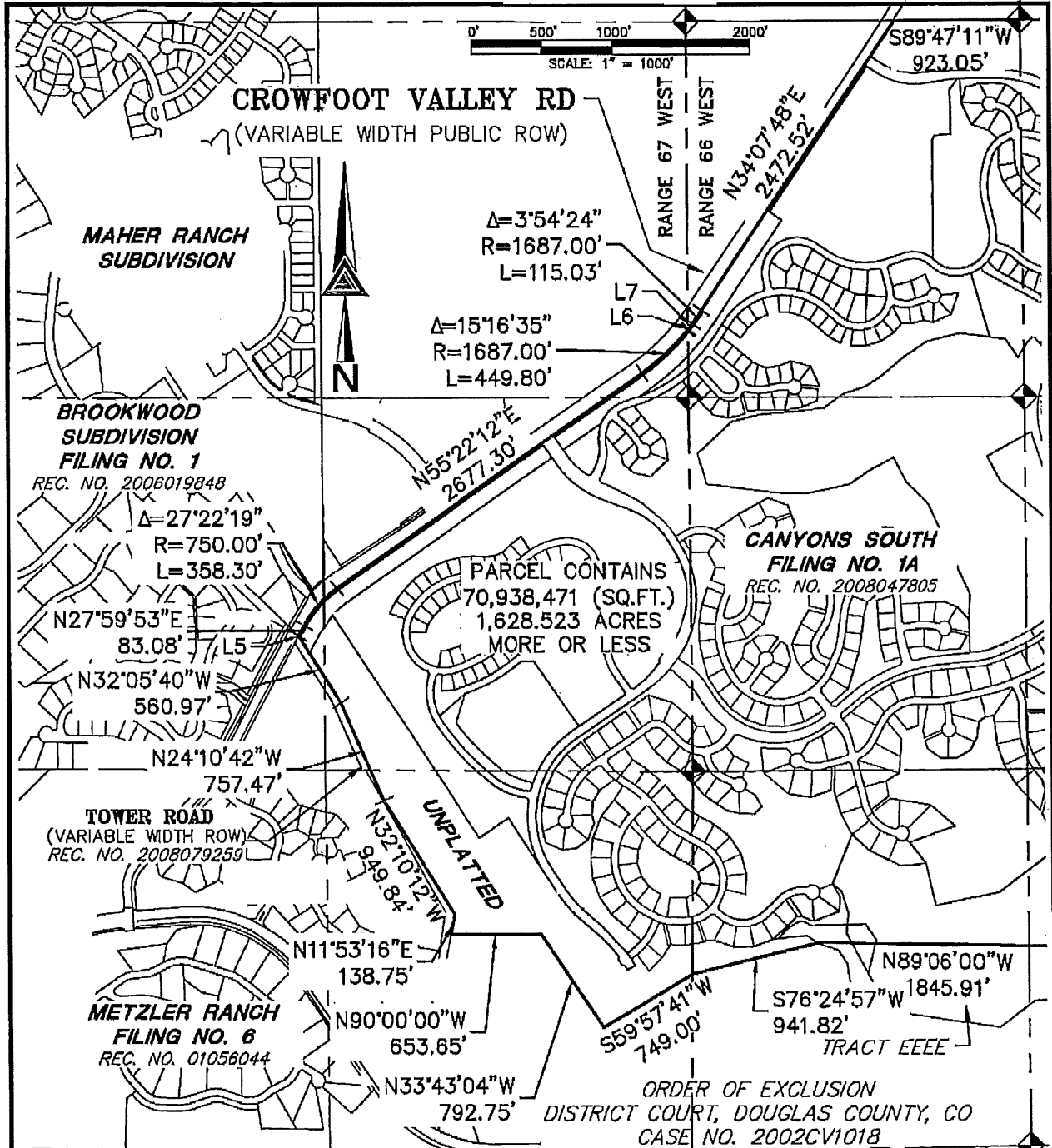
PATH:
 DWG NAME: DISTRICT 2.DWG
 DWG: DR CHK: DED
 DATE: 8/15/2018
 SCALE: 1" = 1000'

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80123
 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 5 of 8 SHEETS

Q:\134718-01 - Crowfoot Valley Ranch Mbra District Maps\Draw\EXHIBITS

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 CHK: DED
DATE: 8/15/2018
SCALE: 1" = 1000'

AZTEC
CONSULTANTS, INC.

309 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

Q:\134718-01 - Crowfoot Valley Ranch Metro District Map\Draw\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: _____
 DWG NAME: DISTRICT 2.DWG
 DWG: DR CHK: DED
 DATE: 8/15/2018
 SCALE: 1" = 1000'

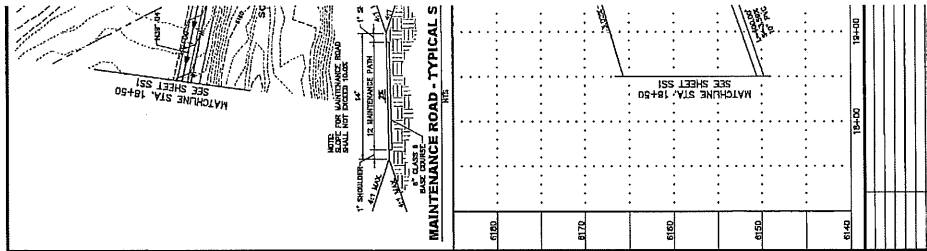
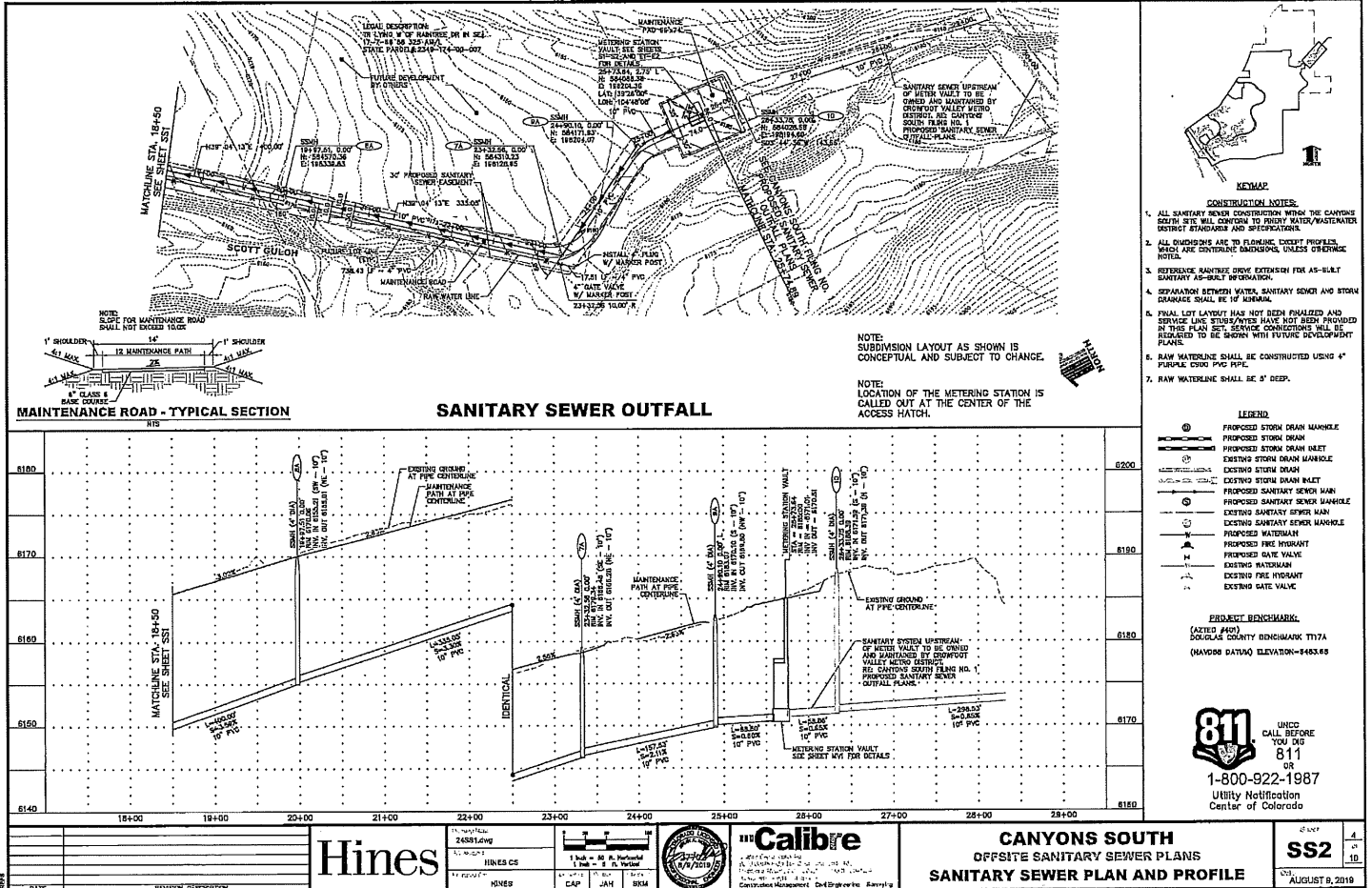


300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

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

Q:\134718-01 - Crowfoot Valley Ranch Metro District Mopa\Draw\EXHIBITS

ADDENDUM 1
Canyons South Filing No. 1 Proposed Pinery Offsite Sanitary Sewer Plans,
Sheet SS2



BY THE ENGINEER AND LICENSED PROFESSIONAL ENGINEER
DATE: 8/1/2019

ADDENDUM 2
Extra-Territorial Wastewater Service Intergovernmental Agreement

**EXTRA-TERRITORIAL
WASTEWATER SERVICE
INTERGOVERNMENTAL AGREEMENT**

DATE: _____, 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 _____, 2020, recorded in the Records on _____, 2020 at Reception No. 2020_____.

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 _____, 2020, recorded in the Records on _____, 2020 at Reception No. 2020 _____.

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 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.

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) see 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 J. Slentz, 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: _____
Title: _____

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

Chad Murphy, Chair

Attest:

Name: _____
Title: _____

ADDENDUM 3
Intergovernmental Agreement between the Denver Southeast District and Castle
Rock

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT
D/B/A PINERY WATER AND WASTEWATER DISTRICT AND THE
TOWN OF CASTLE ROCK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated _____, 2020, by and between DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT d/b/a PINERY WATER AND WASTEWATER DISTRICT (“District”), a political subdivision of the State of Colorado, and the TOWN OF CASTLE ROCK acting by and through the CASTLE ROCK WATER ENTERPRISE (“Town”), a Colorado municipal corporation.

RECITALS

A. WHEREAS, the Town and the Crowfoot Valley Metropolitan District Nos. 1-2 (the “Crowfoot Districts”) have concurrently entered into the Extra-territorial Wastewater Service Intergovernmental Agreement (the “Wastewater Service IGA”) by which the Town will provide wastewater collection, transmission and treatment for the Canyons South planned development of 968 residential uses and associated amenities (the “Canyons South Service Area”) as further described on the attached *Exhibit A*;

B. WHEREAS, the District owns and operates a wastewater treatment plant and other wastewater facilities known as the Pinery Wastewater Treatment Plant (“Plant”);

C. WHEREAS, the District has committed to maintain 973 single family units of wastewater treatment capacity for the purpose of treating wastewater flows from anticipated development in the Canyons South Service Area (the “Treatment Capacity”), as set forth in a separate agreement entitled Denver Southeast Suburban and Sanitation District Service Agreement (The Canyons) (the “Service Agreement”), by and between the District and HT Canyons South Development LP, a Delaware limited partnership, as successor in interest to Mississippi Partnership, a Colorado general partnership, recorded in the real property records of Douglas County, Colorado at Reception No. 2005000493 on January 3, 2005, as amended by that certain Second Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. 2016086230 on November 29, 2016, and that certain Third Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. 2017050688 on July 26, 2017, and by that certain Assignment of and Fourth Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. _____ on _____, 2020 (the “Fourth Amendment to Service Agreement”) (the Service Agreement and all amendments thereto are collectively referred to herein as the “Service Agreement”);

D. WHEREAS, pursuant to the Fourth Amendment to Service Agreement, Crowfoot District No. 1 assumed certain rights and obligations relating to the Treatment Capacity;

E. WHEREAS, the Wastewater Service IGA provides for the assignment of the Treatment Capacity from Crowfoot District No. 1 to the Town;

F. WHEREAS, the Town expressly acknowledges that the rights in the Treatment Capacity are not absolute until such time as physical connection is made to the District's service lines and facilities and is contingent upon ongoing payment by the Developer of Service Charges (as defined in the Service Agreement).

F. WHEREAS, the purpose of this Agreement is to specify the financial and other terms and conditions by which the District will treat wastewater at the Plant utilizing the Treatment Capacity to enable the Town to provide wastewater services pursuant to the Wastewater Service IGA;

E. WHEREAS, the District and the Town have the power and authority to enter into agreements and contracts affecting their affairs and have the management, control and supervision of all their respective business, including construction, installation, operation and maintenance of wastewater facilities, and also have power and authority to provide services and facilities outside their boundaries;

F. WHEREAS, the District has adopted Rules and Regulations ("Regulations"), which are hereby incorporated herein by reference, as they may be amended from time to time, which the Town acknowledges to be applicable and binding upon the Town as further provided in this Agreement;

G. WHEREAS, the District has adopted a schedule of fees attached as *Exhibit B* ("Fee Schedule") which may be amended from time to time by the District subject to the terms and conditions of this Agreement;

H. WHEREAS, it is the desire of the Town to utilize the Treatment Capacity and the facilities owned by the District for the treatment of wastewater, and the Town acknowledges that the District is entitled to impose charges for providing such wastewater treatment services outside of the boundaries of the District in amounts which exceed the District's actual cost of providing such services;

I. WHEREAS, the District is willing to provide wastewater treatment to the Town under the specific conditions set forth in this Agreement, in consideration of the fees and charges authorized under this Agreement; and

J. WHEREAS, in further consideration of the District's agreement to enter into this agreement the Town has agreed to adopt and enforce the District's Groundwater Protection Rules in that portion of the Town which lies in the Cherry Creek Stream Basin.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and stipulations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Town agree as follows:

INTRODUCTORY ARTICLE
AMENDMENT AND RESTATEMENT

0.01. The foregoing recitals are hereby incorporated into the Agreement by this reference.

ARTICLE 1
CONNECTION TO THE PLANT

1.01 In accordance with the Fourth Amendment to Service Agreement, Crowfoot District No. 1 shall construct (or cause others to construct), at no cost to the District, the interceptor (the "Canyons South Interceptor") required to connect the points of individual discharge within the Canyons South Service Area to the "District Line", as the District Line is described in the attached *Exhibit C*. Town shall own and maintain that portion of the Canyons South Interceptor between the points of individual discharge and the Canyons South Flow Metering Station referenced in Section 2.02, below. The District shall own and maintain all lines and appurtenances from and including the Canyons South Flow Metering Station to the Plant.

ARTICLE II
WASTEWATER TREATMENT

2.01 The District agrees to treat up to 0.24 million gallons per day average annual flow of wastewater, but not more than 0.27 million gallons per day monthly average flow of wastewater discharged from the Canyons South Service Area (the "Canyons South Service Commitment"). Nothing contained in this Agreement shall be construed to require the District to provide treatment capacity exceeding the Canyons South Service Commitment or servicing property outside the Canyons South Service Area without the express written consent of the District. Wastewater flows treated by the District in excess of the Canyons South Service Commitment shall be subject to a surcharge of 25% of the standard service charge authorized under this Agreement.

2.02 In accordance with the Fourth Amendment to Service Agreement, Crowfoot District No. 1 shall construct (or cause others to construct), at no cost to District, a flow metering station to measure the wastewater flows from the Canyons South Service Area ("Canyons South Flow Metering Station" or "CSFMS") in conjunction with the construction and connection of the Canyons South Interceptor. The CSFMS shall be equipped with an approved radio telemetry device, and reference to CSFMS in this Section includes radio telemetry approved by the District. The design of the CSFMS shall be subject to approval by the District. As of the date of this Agreement, the parties have not identified the appropriate location of the CSFMS. If the CSFMS is subsequently located within the boundaries of the Canyons South Service Area, Crowfoot District No. 1 shall obtain a suitable site for the CSFMS (the "Site") at no cost to the District, and,

at the discretion of the District, Crowfoot District No. 1 shall convey (or cause others to convey) title to the Site to District, or otherwise provide District with suitable access and use rights to the Site to allow the District to monitor and maintain the CSFMS. Installation of the CSFMS in accordance with this Section shall be a condition to the District's Canyons South Service Commitment. After installation of the CSFMS by Crowfoot District No. 1 and acceptance by the District, the District shall operate and maintain the CSFMS, and keep the CSFMS calibrated accurately. If and when deemed necessary by the District in the exercise of reasonable technical judgment, the District may repair, replace, or recalibrate the CSFMS, at the District's expense. The Town shall not have any right of ownership in the physical facilities of the Plant, or any physical facility between the CSFMS and the Plant. The District shall recover its cost in maintaining and replacing the CSFMS through the Service Charges the District is authorized to impose under Article III.

2.03 Cherry Creek Basin Authority Phosphorus Allocation. The District has been granted an allocation permitting the discharge of a certain quantity of phosphorus to Cherry Creek by the Cherry Creek Basin Authority ("Authority"). At this time the District has a phosphorous allocation sufficient to meet the service needs. In the future, if additional phosphorous allocations are unavailable the District may have to treat to a more stringent standard, or find an alternate form of treatment. Costs associated with achieving new treatment standards will be recovered through such increases in the fees charged for service as are determined to be necessary by the District in its sole discretion to meet such treatment standards as they are amended from time to time; provided that said costs are allocated between the Canyons South Service Area and all other District users and connectors in a fair and equitable pro-rata basis.

2.04 The Regulations, the Colorado Discharge Permits for the Plant ("Discharge Permits") issued to any facilities owned or operated by the District, and Resolutions as adopted by the District from time to time, are specifically incorporated herein by reference, as they or any of them may be amended from time to time, and are made binding upon the Canyons South Service Area. Nothing herein shall be construed so as to conflict with, negate, or cause a violation of the provisions of these documents. All applicable Regulations, including amendments thereto during the term of this Agreement, shall govern and be the minimum standards for that portion of the Town's system within the Canyons South Service Area. The Town agrees to abide by the Resolutions of the District, as well as all applicable state and federal laws, rules, regulations, or permits, including those of the Environmental Protection Agency (EPA) and the State of Colorado Department of Public Health and Environment, Water Quality Control Division, as they become effective or implemented. The Regulations do not now contain, and no amendments to the Regulations will be adopted, that will impose stricter standards, discharge limitations, or prohibitions upon the Town than apply to the District users. The Town shall inform all users, contractors, and subcontractors of such standards, rules and regulations upon inquiry from such persons, and shall not furnish any inconsistent information. It shall be the responsibility of the Town to be informed of the applicable requirements, and to enforce the same with regard to all of its users.

2.05 Costs incurred by the District resulting from any amendments to any applicable rule, regulation or permit which requires physical improvement to the Plant, the interceptor or any other physical facility (“Compliance Costs”) may be allocated to the Town through surcharge to tap or service charges in the manner otherwise authorized by this Agreement, provided the Compliance Costs are allocated between the Town and all other District users and connectors, in a fair and equitable manner based upon Plant utilization. If any activity of the Town results in or contributes to the imposition of a fine or other penalty upon the District by any agency of applicable jurisdiction, the Town will promptly pay such fine, or ratable portion thereof, or reimburse the District in the event of such payment by the District. Alternatively, the District, at the Town’s request and expense, shall invoke such administrative appeal rights as may be afforded the District to contest such fine. The Town shall promptly pay the fine, if any, as finally assessed after such appeal or protest is concluded.

ARTICLE III **FEES AND CHARGES**

3.01 On or before the 10th day of each month, the Town shall forward to District a list of residential tap connections made in the Canyons South Service Area for the preceding month, including information regarding the location of each tap. As set forth in the

3.02 The District will impose and collect wholesale user charges for the services provided by the District under this Agreement (the “Service Charges”) as set forth in the Fee Schedule. The Service Charges shall be based upon the wastewater flows measured at the Canyons South Flow Metering Station, applying the schedule of rates set forth in the Fee Schedule. From time to time, the District may revise the Fee Schedule, provided that the District concurrently imposes a proportionate increase in Service Charges to users in the District and other connectors, if any. Any change in the Fee Schedule shall take effect on the following January 1. The District shall give Town 90 days’ prior notice of an increase in the rate of Service Charges. In addition to the regular Service Charges, the District shall be entitled to impose the surcharge referred to in Section 2.01, above, if so authorized under 2.01.

The District shall bill the Service Charges (and any applicable surcharges imposed pursuant to Section 2.01, above) to the Town monthly. The Town shall have thirty (30) days from the date of such invoice to make full payment to the District. If any payments required by this Agreement are not made by the Town by the due date, interest on the unpaid amount shall be assessed at a monthly rate of 1.0 percent per month, and the District shall have the remedies set forth in Article V, below. No other service charges or monthly fees in lieu of service charges will be imposed pursuant to the provisions of this Article.

3.03 All discharge limitations and prohibitions in the Regulations, as the same may be amended from time to time, are incorporated herein as though set forth verbatim. The District shall not be required to treat any wastewater containing any prohibited constituent, nor any other constituent that may adversely affect the treatment capability of the Plant, or beneficial use of its biosolids, as reasonably determined by the District. If it is determined that a constituent or

constituents are present that would adversely affect the Plant, or its ability to treat wastewater in accordance with the terms of any Discharge Permit, and if the District demonstrates by evidence obtained at the Flow Metering Station that such constituent is present in wastewater flow generated within the Town, the Town shall promptly proceed to rectify such condition. The Town is prohibited from discharging any substances into the Plant, which are prohibited by the Regulations. The Town shall make reasonable and diligent efforts to prevent all such prohibited discharges by its customers or users. To the extent permitted by law, the Town shall indemnify and hold harmless the District from and in respect to any and all loss, liability, claim, penalty, fine or obligation arising from or in connection with any prohibited discharge by the Town or its customers or users, or the discharge of any other constituent that would adversely affect the Plant or its ability to treat wastewater in accordance with the terms of any Discharge Permit.

The parties acknowledge that certain types of discharges may subject users to the Federal Pretreatment Regulations (the "FPR"). In the event any user within the Town discharges wastewater requiring pretreatment pursuant to the FPR, the Town will require such user to meet all applicable provisions of the FPR as contained in 40 C.F.R. §403. 40 C.F.R. §403 shall refer to that section included in Title 40 Code of Federal Regulations Part 403, Environmental Protection Agency General Pretreatment Regulations as authorized by the Federal Water Pollution Control Act Amendments of 1972 as amended by the Clean Water Act of 1977 (33 U.S.C. 1251 *et seq.*), or such regulations and statutes as may from time to time be amended.

ARTICLE IV **RETURN FLOW CREDITS**

4.01 Town retains the absolute ownership and control over the Town's treated wastewater flows discharged from the Plant pursuant to this Agreement, including the right to use and reuse such effluent to extinction and to sell, lease or transfer such effluent to third parties; provided, however, prior to such sale, lease or transfer, District shall have the first right of refusal. District shall have 30 days from the date of notice of such proposed transaction, to notify Town of its desire to enter into the transaction with the Town on identical terms. In the event District does not give Town timely notice of its election to proceed with the transaction and fully perform the transaction, Town may conclude the transaction with the third party. By facilitating the discharge of the treated effluent attributable to the Town's wastewater flows to Cherry Creek, District does not acquire any return flow credits or other water right entitlement. District acknowledges that the Town, at its sole expense, may capture such effluent for transmission and application within the Town. The District may not transfer any interest or use rights in the Town return flows to third parties.

ARTICLE V **ENFORCEMENT AND REMEDIES FOR BREACH**

5.01 Failure of either party to comply with any obligation or requirement contained in this Agreement shall constitute a default under this Agreement. In the event of such default, the non-defaulting party shall send notice of the default (the "Default Notice") and the defaulting party

shall have 10 days from the date of the default notice to cure such default. In the event a timely cure is not effected, the non-defaulting party shall have the right to legal and equitable relief, including damages and/or injunctive relief. In addition to the general remedies afforded the parties under this Section 6.01, the specific remedies and consequences set forth in the text of this Agreement shall be enforceable by appropriate judicial judgment or order. In any judicial action commenced to enforce this Agreement, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs.

5.02 In the event that the District obtains a Court order authorizing termination of the Canyons South Service Commitment, the District shall have the right to go upon the property or easements of the Town, and to perform the physical disconnection of the Town's facilities from any line, interceptor or conduit delivering effluent to the Plant, provided that the Town is first given any advance notice mandated by the Court. The Town shall reimburse the costs of such disconnection to the District.

5.03 The District shall have the right to refuse to serve a user or potential user, disconnect the service of any user pursuant to appropriate law, or take other appropriate action in the event of violation or non-compliance by such user with the Regulations or any applicable law, rule, permit or regulation of the County of Douglas, State of Colorado, or the United States.

5.04 The Town agrees to police any and all of its facilities in order to protect and prevent any unauthorized connections thereto. Further, the Town agrees upon detection to cause the disconnection of any unauthorized wastewater taps. In the event an unauthorized tap is discovered by the Town, the District and the Town shall cooperate and take all necessary actions to collect any and all tap fees, service charges and penalties set forth herein.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 Each of the parties warrants that it has full right, power and authority to enter into and perform this Agreement.

6.02 The Town and the District covenant that they will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

6.03 Upon the execution by both parties, this Agreement shall be in full force and effect, and shall be legally binding upon the parties. This agreement shall continue in perpetuity until terminated by mutual written agreement of the parties hereto, or as provided elsewhere herein.

6.04 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to, any person other than the parties, any right, remedy or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions hereof, and all the

covenants, terms, conditions and provisions hereof shall be for the sole and exclusive benefit of the parties hereto which shall inure to and be binding upon the successors and assigns of the parties.

6.05 This Agreement may not be assigned by the parties without the prior written mutual consent of the parties.

6.06 None of the obligations of the parties hereunder shall impair the credit of the other party.

6.07 All notices, billings and payments required to be given or made under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addressees:

DISTRICT: Denver Southeast Suburban Water and Sanitation District
d/b/a Pinery Water and Wastewater District
P.O. Box 1660
Parker, CO 80134

With a copy to: Folkestad Fazekas Barrick & Patoile
18 S. Wilcox St., Suite 200
Castle Rock, CO 80104
Attn: Joe Kinlaw, General Counsel

TOWN: Town of Castle Rock
100 North Wilcox Street
Castle Rock, CO 80104

All notices will be deemed effective one (1) day after hand delivery, or, if mailed, upon receipt. Either party, by written notice so provided, may change the address to which future notices shall be sent.

6.08 If any covenant, term, condition or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term or condition shall not affect any other provision contained herein, the intention of the parties being that all provisions hereof are severable.

6.09 This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and all prior negotiations, representations, writing, contracts, understandings, or agreements pertaining to such matters are superseded by this Agreement.

6.10 The District shall have no responsibility, liability or authority concerning any wastewater treatment facilities belonging to the Town, and the Town does, to the extent permitted by law, hereby indemnify and hold harmless the District from and against any and all claims,

liability, causes of action, obligation or undertaking arising from or in connection with such other facilities.

6.11 It is understood that the District is providing only wastewater treatment service, in accordance with the terms hereof. This Agreement does not offer, and shall not be construed as offering, wastewater treatment service or any other service to the public generally.

6.12 Any disputes arising between the parties hereto shall be resolved through mandatory arbitration in accordance with the applicable procedure and rules of the American Arbitration Association.

6.13 Whenever the District or the Town is named or referred to herein, such provision shall be deemed to include the duly constituted and authorized successors of the District or the Town, respectively.

6.14. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
)
COUNTY OF DOUGLAS)

ss.

Subscribed and sworn to before me this _____ day of _____, 2020 by
Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my hand and official seal.

My commission expires _____

Notary Public

EXHIBIT LIST

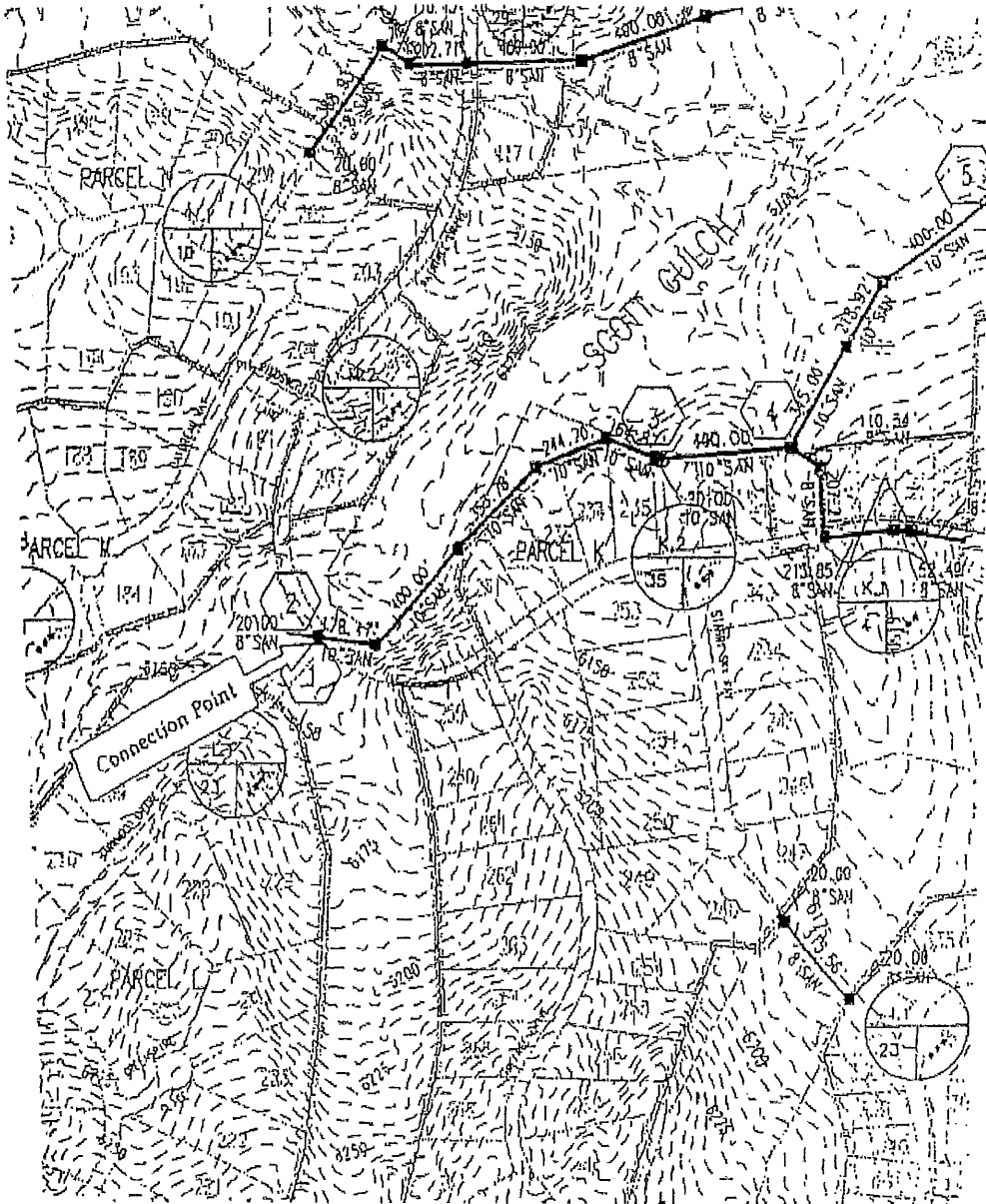
**EXHIBIT A
EXHIBIT B
EXHIBIT C**

**Canyons South Service Area
Fee Schedule
District Line Description**

EXHIBIT A
CANYONS SOUTH SERVICE AREA

EXHIBIT B
FEE SCHEDULE

EXHIBIT C
DISTRICT LINE





February 27, 2020

Crowfoot Valley Ranch Metropolitan District No. 1
Attn: Ms. Ann Finn
c/o Special District Management Services, Inc.
141 Union Blvd, Suite 150
Lakewood, CO 80228

PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1
DOUGLAS COUNTY, COLORADO

Dear Ms. Finn:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to provide Crowfoot Valley Ranch Metropolitan District No. 1 ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to 1) Provide a report and certification for the costs associated with any current construction and soft costs, 2) Provide ongoing quarterly reports and certifications to the District based on the needs of the District as improvements are completed. Additional services can be provided based on the needs of the District.

The District consists of approximately 2,043 acres and is located northeast of the intersection Founders Parkway and Crowfoot Valley Road in Douglas County, CO. Per the First Amendment to the Service Plan, the District has an increased total debt limitation of \$70,000,000.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Jurisdictional acceptances of the Public Improvements
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

EXHIBIT A

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, cost sharing agreements etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
6. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

II. ONGOING ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver ongoing Engineer's Report and Certifications, anticipated on a quarterly basis, as a single PDF document, to the District, per District needs.

EXHIBIT B**COMPENSATION**

- I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE: \$5,000 - \$7,000
- II. ONGOING ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE: \$3,000 - \$5,000

Time and Materials Budget. This estimate is based on past experiences and general understanding of the District's needs. Final costs are dependent on documentation provided for review. Ranger will make every effort possible to complete the project as quickly and efficiently as possible.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2020 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC

Collin Koranda, PE

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____.

ACCEPTED: CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 1

By:

(Authorized Representative)

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

(Printed Name)

Name: GRACE HOLTON

TITLE:

TREASURER

Email: GRACE.HOLTON@MINES.COM

DATE:

3/13/2020

Phone: 303.357.6300

GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Colorado.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger's work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** – Ranger's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger's experience and qualifications and represents Ranger's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.

To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger's negligence or the negligence of Ranger's agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger's negligence:
 - a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.
- Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.
14. **INFORMATION TO BE PROVIDED TO RANGER** – Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.
15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** – Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.
16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.
17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **RANGER'S SITE VISITS** – If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.

The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.

Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



EXHIBIT C

ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2020

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Project Manager	\$140.00
Staff Engineer	\$135.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage (2020 IRS Rate)	\$0.58/mile
Reimbursable Expenses	Cost + 15%

ADDENDUM TO PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES

THIS ADDENDUM TO PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES (this "Addendum") modifies the Proposal for District Engineering and Cost Certification Services, dated February 27, 2020, (the "Agreement") between Ranger Engineering, LLC, a Colorado limited liability company ("Ranger"), and Crowfoot Valley Ranch Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District," and together with Ranger, the "Parties," or either of the Parties individually, the "Party"), and is effective as of the same date as the Agreement.

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Ranger hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Workers Compensation Insurance. During the Term of the Agreement, Ranger shall maintain in full force and effect a policy of workers compensation insurance to the extent required by law for Ranger's employees.
3. Independent Contractor. The services to be performed by Ranger are those of an independent contractor and not of an employee or partner of the District. **Ranger is obligated to pay federal and state income tax on any moneys earned pursuant to the Agreement. Neither Ranger nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in the Agreement.**
4. Ownership of Work. The District shall own all work product for which it has paid.
5. Limitation on District Indemnity. Any obligation of the District to indemnify, defend, or hold harmless Ranger is deleted. Notwithstanding any provision in the Agreement, the District does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the District under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
6. Governing Law and Venue. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Weld County.


7. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

8. Illegal Aliens. Ranger certifies that Ranger shall comply with the provisions of Section 8-17.5-101, *et seq.*, C.R.S. Ranger shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Ranger represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Ranger shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Ranger obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Ranger shall: (i) notify the subcontractor and the District within three (3) days that Ranger has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Ranger shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Ranger fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate the Agreement for breach, and Ranger shall be liable for actual and consequential damages to the District. If Ranger participates in the Department Program, Ranger shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.


9. Counterparts, Electronic Signatures and Electronic Records. This Addendum may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S. The Agreement, and any other documents requiring a signature, may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

RANGER ENGINEERING, LLC a Colorado
limited liability company

By: 
Name: Collin Koranda
Title: Principal
Date: 03/02/2020

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

By: 
Name: Chad Murphy
Title: President
Date: 3/13/20

ADDITIONAL SERVICES AUTHORIZATION

Project: **Canyons South Filing 1
Douglas County, Colorado**

Date: May 27, 2020

To the Construction Agreement (“Agreement”), dated January 9, 2019, by and between Crowfoot Valley Ranch Metro District and Iron Women Construction and Environmental Services LLC for construction services for Canyons South, located in Douglas, Colorado, this Additional Services Authorization is as follows:

I. Additional Services Request No.: 02

II. Scope of Additional Services:

1. TCR Specs change during project – pricing for new requirements
2. DUI Sleeves added to Scope
3. Cobble Screening per DC Specifications
4. Excavation of Rock Material in Trenches
5. Onsite Haul of Screening Overburden
6. Added Lots per Design
7. Crowfoot Widening and Redesign

III. Original Contract Sum: \$ 9,400,186.00

Previously Submitted Additional Services: \$ 56,888.00

Current Contract Sum : \$ **9,457,074.00**

IV. Proposed Additional Fees:

- TCR – Spec Material Changes \$ 54,261.00
- DUI Sleeving Phase 1 \$ 197,641.50
- Cobble Screening – Through 4/15 \$ 128,351.00
- Rock Excavation – Through 4/15 \$ 213,829.00
- Onsite Haul – Cobble \$ 20,560.00
- Added Lots – 38 Ea \$ 611,128.46
- Crowfoot Widening/Redesign \$ 183,282.00

TOTAL ASA 01: \$ **1,409,052.50**

AMENDED TOTAL FEE: \$ **10,866,126.50**

V. Basis of Fee: Lump Sum Fee
 Hourly Rates

VI. Attachments:

- Iron Women Change Order #2

VII. Conditions:

- A. The Additional Services Authorization amends the Agreement only to the extent indicated herein and all other provisions of the Agreement remain unchanged. Scope change to include 20 added contract days.

CONTRACTOR:
IRON WOMAN CONSTRUCTION & ENVIRONMENTAL
SERVICES LLC

By: _____
Name: John Ford
Title: Project Manager

OWNER:
CROWFOOT VALLEY RANCH METROPOLITAN
DISTRICT NO. 1

By: _____
Chad Murphy, President

For IREA Use Only		
Township: 7S	Range: 67W	Section: 25
W/O #: ELD826		
Legal:		
TRACT A,B,D,E,G,H,I,J,K CANYONS SOUTH		
FILING 1A 1ST AMENDMENT		
Engineer: WP		

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
5496 North U.S. Highway 85, P.O. Drawer A
Sedalia, Colorado 80135
303-688-3100

BLANKET UTILITY EASEMENT
(Large Parcels & Planned Developments)

KNOW ALL MEN BY THESE PRESENTS, that CROWFOOT VALLEY METRO DISTRICT, (“Grantor”), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado non-profit corporation and electric cooperative association (“the Association”) and to its successors or assigns, a perpetual non-exclusive easement varies in width (“the Easement”) for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of electric transmission, electric distribution, and communication facilities attached to poles or other supports, together with guy-wires, overhead and underground cables, wires, conduits, transformers, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively “the Facilities”) located upon, over, under, and across the following real property belonging to Grantor situated in the County of Douglas, State of Colorado, and more particularly described as follows:

An easement over, under, through, and across said development known as TRACT A,B,D,E,G,H,I,J,K CANYONS SOUTH FILING 1A 1ST AMENDMENT for the construction, operation, maintenance, repair, and replacement of electric service lines, distribution systems, and appurtenances thereto as may be necessary to provide such service within this development or property contiguous thereto, excepting, however, building envelopes.

Within thirty (30) days after the completion of construction of said utility lines, **Grantor(s) shall have the following options:**

1. At Grantor’s sole cost and expense to cause a survey to be made of the utility lines as constructed, Grantor and the Association shall agree on a legal description for the easement based on the survey. Grantor(s) shall execute and deliver to Association the above replacement easement using the Association approved easement form; or
2. If Grantor(s) fails to complete the survey, the Association shall record this general easement.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within or outside of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon or beyond the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, whether overhead or underground, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; and to use that portion of Grantor’s adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. The Association shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, over, under, and across the Easement by the Association shall remain the property of and may be removed at the option of the Association.

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, hereby covenants that no structures shall be erected upon, over, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, over, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____,
_____.

In the presence of: _____

CROWFOOT VALLEY METRO DISTRICT

Grantor

Signature

ITS

STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, _____.
by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public