

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD (“CAB”)**

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

<https://www.theaurorahighlandscommunity.org>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper (AACMD Rep.)	President	2022/May 2022
Carla Ferreira (AACMD Rep.)	Vice President	2022/May 2022
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)	Treasurer/Asst. Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Cynthia (Cindy) Shearon (AACMD Rep.)	Assistant Secretary	2023/May 2023
Kathleen Sheldon (ATEC 1 Rep.)	Assistant Secretary	2023/May 2023
Deanna Hopper (ATEC 2 Rep.)	Assistant Secretary	2023/May 2022
Denise Denslow	Secretary	N/A

DATE: **March 17, 2022**

TIME: **1:00 P.M.**

PLACE: **Construction Trailer (formerly Information Center)
3900 E. 470 Beltway
Aurora, CO 80019**

THERE WILL BE AT LEAST ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION. THIS CAB BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>

Meeting ID: 965 7697 6056

Passcode: 800276

One tap mobile

1-253-215-8782,*800276#

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.

- C. Public Comment. Members of the public may express their views to the Board on matters that affect the CAB that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Review and consider approval of February 17, 2022 special meeting minutes (enclosure).

III. FINANCIAL MATTERS

- A. Review and consider approval of payment of claims for operating costs, in the amount of \$175,244.11 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- B. Review and accept cash position report dated January 31, 2022, updated as of March 14, 2022 (enclosure).
- C. Discuss and consider approval of acceptance of the CAB and Aerotropolis Area Coordinating Metropolitan District (“AACMD”) Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 45 Engineer’s Report and Verification of Costs No. 23 prepared by Schedio Group LLC (enclosure).
- D. Discuss and consider approval of acceptance of the CAB and AACMD Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer’s Report and Verification of Costs No. 5 prepared by Schedio Group LLC (enclosure).
- E. Discuss and consider approval of Project Funding Requisition No. 06, under the CAB’s Special Tax Revenue Refunding and Improvement Bonds, Series 2021A (enclosure).
- F. Review and consider approval of Investment Advisor Service Agreement (The Aurora Highlands Community Authority Board) by and between the CAB and Zions Capital Advisors, Inc. (enclosure).
- G. FIRST READING (BUDGET MATTERS)
 - 1. Discuss need for amendment of the 2022 Budget (enclosure).

2. Consider approval, at this First Reading, of placement of consideration of approval of the proposed Amendment to the 2022 Budget on the Agenda for a Second Reading during the Public Hearing to be held on the proposed Amendment to the 2022 Budget on April 21, 2022 at 1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.
- H. Review and consider adoption of Resolution of the Board of Directors of the CAB Regarding Continuing Disclosure Policies and Procedures (Special Tax Revenue Refunding and Improvement Bonds, Series 2021A) (enclosure).
- I. Discuss matters related to issuance of the CAB's proposed Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of up to \$200,000,000 ("2022 Bonds") (ATEC MD No. 1 / Commercial).
1. 2022 Update to Long-Term Capital Improvement Plan.
 2. Discuss and consider approval of Engagement Letter by and between the CAB and Sherman & Howard L.L.C. for Special Counsel services (enclosure).
 3. Discuss Second Amended and Restated Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development, LLC / Property East of Powhatan) by and between AACMD, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.
 4. Discuss Second Amended and Restated Inclusion Agreement (GVR King Commercial, LLC / Property East of Powhatan) by and between AACMD, GVR King Commercial, LLC and Aurora Tech Center Development, LLC.
 5. Discuss Inclusion Agreement (Aurora Tech Center Holdings, LLC / Aurora Tech Center Development LLC / Property East of Powhatan) by and between ATEC Metropolitan District No. 1, Aurora Tech Center Holdings, LLC and Aurora Tech Center Development, LLC.
 6. FIRST READING (2022 BONDS)
 - a. Discuss Resolution which, if adopted on Second Reading at a subsequent Board meeting, would: authorize the issuance of the CAB's 2022 Bonds for the purpose of financing public improvements serving occupants, property owners and taxpayers within the CAB's Service Area and paying the costs of issuance thereof; approve the forms of the Indenture and other financing

documents; authorize the execution and delivery thereof and performance by the CAB thereunder; appoint a CAB Representative to act on behalf of the CAB under the Indenture; appoint an Authorized Delegate to make certain determinations relating to the 2022 Bonds as authorized under Section 11-57-205, C.R.S.; and authorize incidental action (“2022 Bond Resolution”) (enclosure).

- b. Consider approval, at this First Reading, of placement of consideration of adoption of the proposed 2022 Bond Resolution on the Agenda for a Second Reading during the Public Hearing to be held on the 2022 Bond Resolution on April 21, 2022 at 1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, CO 80019 and via Zoom.

IV. MANAGER MATTERS

- A. Manager’s Report.

V. COVENANT ENFORCEMENT AND COMMUNITY ENGAGEMENT MATTERS

- A. Update from Timberline District Consulting, LLC regarding:
 1. Website;
 2. Town Hall Meetings; and
 3. Design Guidelines / Rules and Regulations / Homeowner Handbook.

VI. LEGAL MATTERS

- A. Discuss status of Service Plan Amendments.
- B. Discuss status of Waiver and Release of Reimbursement Rights among the CAB, Aurora Highlands, LLC and Homebuilders.
 1. Acknowledge Waiver and Release of Reimbursement Rights by and among the CAB, Aurora Highlands, LLC and Bridgewater development entity.
- C. Discuss the status of the PorterCare Operation Funding and Contribution Agreement by and between the CAB and PorterCare Adventist Health System.
 1. Rescind prior approval related to PorterCare Operation Funding and Contribution Agreement by and between the CAB and PorterCare Adventist Health System.

2. Consider approval of current version of PorterCare Operation Funding and Contribution Agreement by and between the CAB and PorterCare Adventist Health System (to be distributed).
 3. Discuss the status of the Covenant for Payment in Lieu of Taxes and exceptions to the PILOT.
- D. Consider approval of form of Irrigation (Water) Service Connection Fee Allocation Agreement by and between the CAB and the City of Aurora by and through its Utility Enterprise.
 - E. Acknowledge AACMD and East Cherry Creek Valley Water and Sanitation District Overlap Area Consent Agreement (The Aurora Highlands Parkway and Pedestrian Pathway) by and between the AACMD and East Cherry Creek Valley Water and Sanitation District (enclosure).
 - F. Acknowledge Settlement Agreement by and between ARTA, AACMD, Green Valley East LLC, GVR King LLC, Aurora Highlands Holdings LLC, the CAB, the City of Aurora and East Cherry Creek Valley Water and Sanitation District (enclosure).
 1. If necessary, convene in executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same.

VII. OTHER BUSINESS

VIII. EXECUTIVE SESSION

IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 21, 2022.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (“CAB”) HELD FEBRUARY 17, 2022

A regular meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the “Board”) was convened on Thursday, February 17, 2022 at 1:24 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The CAB Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors in Attendance Were:

Matt Hopper (AACMD Rep.)
Carla Ferreira (AACMD Rep.)
Michael Sheldon (TAH MD Nos. 1 – 3 Rep.)
Cynthia Shearon (AACMD Rep.)

The absences of Directors Kathleen Sheldon and Deanna Hopper were excused.

Also in Attendance Were:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Denise Denslow, Celeste Terrell, Zach Leavitt and Jason Carroll;
CliftonLarsonAllen LLP (“CLA”)
Jerry Jacobs, Brittany Barnett and Corey Pilato; Timberline District Consulting, LLC
Aliraza Hassan; Jefferies LLC
D.A. Graves; Member of the Public

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested 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 statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director M. Hopper confirmed a quorum for the regular meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning

RECORD OF PROCEEDINGS

the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the CAB's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the CAB's regular meeting. Following discussion, upon motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Agenda was approved, as presented.

Public Comment: There was no public comment.

CONSENT AGENDA

The Board considered the following actions:

January 20, 2022 Special Meeting Minutes

Following discussion, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the Board ratified and/or approved of the Consent Agenda items, as presented.

FINANCIAL MATTERS

Engagement of Investment Advisor related to investment of Special Tax Revenue Refunding and Improvement Bonds, Series 2021A Project Funds:

Director M. Hopper reviewed the engagement with the Board. Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director Ferreira and, upon vote, unanimously carried by the roll call, the Board acknowledged the engagement of Zions Capital Advisors, Inc., an affiliate of Zions Bancorporation, N.A., as Investment Advisor related to investment of Special Tax Revenue Refunding and Improvement Bonds, Series 2021A Project Funds.

Special Tax Revenue Bonds, Series 2022A (ATEC MD No. 1 / Commercial):

Attorney McGeady informed the Board that it is anticipated that the proposed Special Tax Revenue Bonds, Series 2022A will be presented to the Board at first reading in March, second reading in April and with an anticipated closing in April.

Payment of Claims for Operating Costs: Mr. Carroll reviewed the Claims for Operating Costs with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried by roll call, the Board approved the payment of Claims for Operating Costs, in the amount of \$145,913.63.

RECORD OF PROCEEDINGS

Cash Position Report Dated December 31, 2021, updated as of February 11, 2022: Mr. Carroll reviewed the Cash Position Report with the Board. Following review, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board accepted the Cash Position Reported dated December 31, 2021, updated as of February 11, 2022.

CAB and Aerotropolis Area Coordinating Metropolitan District (“AACMD”) Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 44 Engineer’s Report and Verification of Costs No. 22 prepared by Schedio Group LLC (“Engineer’s Report No. 22”): Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Engineer’s Report No. 22.

CAB and AACMD Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses + Draw 42, Engineer’s Report and Verification of Costs No. 4 prepared by Schedio Group LLC (“Engineer’s In-Tract Report No. 4”): Following review and discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved the Engineer’s In-Tract Report No. 4.

Project Fund Requisition No. 05, under the CAB’s Special Tax Revenue Refunding and Improvement Bonds, Series 2021A Bonds (Project Fund Requisition No. 05”): Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon, and upon vote, unanimously carried by roll call, the Board approved Project Fund Requisition No. 05.

MANAGER MATTERS

Manager’s Report: Ms. Denslow provided an update on Community-Wide Architectural Review Committee (“CARC”) applications and review of designs. Attorney Hoistad informed the Board that he has been reviewing the procedures that are currently in place, noting that a related fee resolution will need to be adopted upon finalization of same.

COMMUNITY MANAGEMENT AND COVENANT ENFORCEMENT MATTERS

Update from Timberline District Consulting, LLC:

Website: Ms. Pilato provided an update, noting that the new resident website is in the process of being created. Directors M. Hopper and Ferreira are to review the website changes.

Town Hall Meetings: Ms. Barnett updated the Board, noting that town hall meetings and community outreach initiatives will be organized to get the community involved (the first of such meetings is scheduled on March 23rd at 6:00 p.m.). A mailer with attendance information for the town hall meetings will be sent to current residents. Director Ferreira noted that she would like

RECORD OF PROCEEDINGS

food and drinks to be provided, which will be funded by the CAB.

Design Guidelines / Rules and Regulations: Ms. Pilato reported she is reviewing the current Design Guidelines and Rules and Regulations and upon completion of her review, will provide recommendations and suggested revisions.

LEGAL MATTERS

Service Plan Amendments: Attorney Cortese updated the Board regarding status of the proposed Service Plan Amendments, which were approved on First Reading at the February 14, 2022 Aurora City Council meeting, and scheduled for Second Reading at the February 28, 2022 Aurora City Council meeting.

Master Service Agreement (“MSA”) for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc.: Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved the MSA for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc., upon recommendation of the Construction Committee.

Task Order No. 01 to MSA for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc., for CARC Operations (through January 31, 2022): Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Task Order No. 01 to MSA for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc., for CARC Operations (through January 31, 2022), upon recommendation of the Construction Committee.

Task Order No. 02 to MSA for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc., for CARC Operations (from February 1, 2022 through December 31, 2022): Following discussion, upon a motion duly made by Director M. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved Task Order No. 02 to MSA for Architectural Design Consulting Services by and between the CAB and Woodley Architectural Group, Inc., for CARC Operations (from February 1, 2022 through December 31, 2022), upon recommendation of the Construction Committee.

Terms for Cooperative Agreement Regarding Construction of The Aurora Highlands Parkway by and between Aerotropolis Regional Transportation Authority (“ARTA”), the District and East Cherry Creek Valley Water & Sanitation District and authorize execution of same: Director M. Hopper reported the CAB is working with necessary parties in efforts to resolve this matter.

RECORD OF PROCEEDINGS

Executive session pursuant to Section 24-6-402(4)(e), C.R.S., to discuss matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and receive legal advice regarding same: An executive session was not necessary.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the meeting was adjourned at 1:40 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

The Aurora Highlands CAB

Check List

All Bank Accounts

March 14, 2022

Check Number	Check Date	Payee	Amount
Vendor Checks			
1087	03/14/22	Aurora Water	86.20
1088	03/14/22	CEGR LAW	5,818.50
1089	03/14/22	CliftonLarsonAllen LLP	48,784.68
1090	03/14/22	Gift Baskets Unlimited Inc.	546.25
1091	03/14/22	McGeady Becher P.C.	122,689.05
1092	03/14/22	Suter Media Relations	2,500.00
1093	03/14/22	Timberline District Consulting LLC	8,260.06
1094	03/14/22	Turn Corp	3,493.75
1095	03/14/22	Waste Management	75.50
1096	03/14/22	Xcel Energy	1,500.30
Vendor Check Total			<u>193,754.29</u>
Check List Total			<u>193,754.29</u>

Check count = 10

The Aurora Highlands CAB

Cash Requirement Report - Detailed

12

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
AUROR	Aurora Water				
Reference:	518701-188818	Date:	02/18/22	Discount exp date:	
GL AP account:	102500	Due date:	02/18/22	Payment term:	
107702	Irrigation/Water - Aurora Water	<u>39.37</u>			
	Totals	39.37	0.00	39.37	39.37
Reference:	518701-188816	Date:	02/18/22	Discount exp date:	
GL AP account:	102500	Due date:	02/18/22	Payment term:	
107702	Irrigation/Water - Aurora Water	<u>46.83</u>			
	Totals	46.83	0.00	46.83	46.83
	Totals for Aurora Water	<u>86.20</u>	<u>0.00</u>	<u>86.20</u>	<u>86.20</u>
CEGR	CEGR LAW				
Reference:	11041.00 FEB22	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107460	Legal - CEGR LAW	<u>5,818.50</u>			
	Totals	5,818.50	0.00	5,818.50	5,818.50
	Totals for CEGR LAW	<u>5,818.50</u>	<u>0.00</u>	<u>5,818.50</u>	<u>5,818.50</u>
CLA	CliftonLarsonAllen LLP				
Reference:	3092645	Date:	11/30/21	Discount exp date:	
GL AP account:	102500	Due date:	11/30/21	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-AACMD	<u>6,469.75</u>			
	Totals	6,469.75	0.00	6,469.75	6,469.75
Reference:	3146770	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
107441	District Management - Accounting	<u>4,088.27</u>			
	Totals	4,088.27	0.00	4,088.27	4,088.27
Reference:	3145977	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
101242	Due from GVA - Accounting-GVA1	<u>106.58</u>			
	Totals	106.58	0.00	106.58	106.58
Reference:	3146731	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
107441	District Management - Accounting-ATEC1	<u>195.83</u>			
	Totals	195.83	0.00	195.83	195.83
Reference:	3146735	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
107441	District Management - Accounting-ATEC2	<u>471.98</u>			
	Totals	471.98	0.00	471.98	471.98
Reference:	3147041	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
107441	District Management - CliftonLarsonAllen LLP	5,189.05			
107440	Community Management - Accounting	<u>2,265.00</u>			
	Totals	7,454.05	0.00	7,454.05	7,454.05
Reference:	3146736	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	

The Aurora Highlands CAB

Cash Requirement Report - Detailed

13

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107441	District Management - Accounting-TAHMD1	<u>1,256.33</u>			
	Totals	1,256.33	0.00	1,256.33	1,256.33
Reference:	3145743	Date:	01/31/22	Discount exp date:	
GL AP account:	102500	Due date:	01/31/22	Payment term:	
107446	Billing & Fee Collection - Accounting	<u>1,524.85</u>			
	Totals	1,524.85	0.00	1,524.85	1,524.85
Reference:	3171925	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-AACMD	<u>12,401.58</u>			
	Totals	12,401.58	0.00	12,401.58	12,401.58
Reference:	3171923	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-TAHMD1	<u>2,172.76</u>			
	Totals	2,172.76	0.00	2,172.76	2,172.76
Reference:	3171924	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP-ATEC1	<u>951.83</u>			
	Totals	951.83	0.00	951.83	951.83
Reference:	3174293	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107446	Billing & Fee Collection - Accounting	<u>2,262.81</u>			
	Totals	2,262.81	0.00	2,262.81	2,262.81
Reference:	3171922	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
101242	Due from GVA - CliftonLarsonAllen LLP-GVA1	<u>189.00</u>			
	Totals	189.00	0.00	189.00	189.00
Reference:	3171920	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	<u>8,616.41</u>			
	Totals	8,616.41	0.00	8,616.41	8,616.41
Reference:	3172754	Date:	02/28/22	Discount exp date:	
GL AP account:	107000	Due date:	02/28/22	Payment term:	
101241	Due from FCR - Accounting-FCR	<u>622.65</u>			
	Totals	622.65	0.00	622.65	622.65
Totals for CliftonLarsonAllen LLP		<u>48,784.68</u>	<u>0.00</u>	<u>48,784.68</u>	<u>48,784.68</u>
Gift Bas	Gift Baskets Unlimited Inc.				
Reference:	1459	Date:	02/28/22	Discount exp date:	
GL AP account:	102500	Due date:	02/28/22	Payment term:	
107250	Community relations - Gift Baskets Unlimited Inc.	<u>546.25</u>			
	Totals	546.25	0.00	546.25	546.25
Totals for Gift Baskets Unlimited Inc.		<u>546.25</u>	<u>0.00</u>	<u>546.25</u>	<u>546.25</u>
McGeady	McGeady Becher P.C.				
Reference:	1397M JAN22	Date:	01/31/22	Discount exp date:	

The Aurora Highlands CAB

Cash Requirement Report - Detailed

14

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
GL AP account:	102500	Due date: 01/31/22	Payment term:		
107581	Election Expense - McGeady Becher P.C.	1,186.00			
107460	Legal - McGeady Becher P.C.	22,969.37			
	Totals	24,155.37	0.00	24,155.37	24,155.37
Reference:	1397M JAN22	Date: 01/31/22	Discount exp date:		
GL AP account:	302500	Due date: 01/31/22	Payment term:		
307460	Legal - McGeady Becher P.C.	31,250.50			
	Totals	31,250.50	0.00	31,250.50	31,250.50
Reference:	1297M FEB22	Date: 02/28/22	Discount exp date:		
GL AP account:	102500	Due date: 02/28/22	Payment term:		
107460	Legal - McGeady Becher P.C.-Aero	5.14			
	Totals	5.14	0.00	5.14	5.14
Reference:	1302M FEB22	Date: 02/28/22	Discount exp date:		
GL AP account:	102500	Due date: 02/28/22	Payment term:		
101241	Due from FCR - McGeady Becher P.C.-FCR	18,237.76			
	Totals	18,237.76	0.00	18,237.76	18,237.76
Reference:	1397M FEB22	Date: 02/28/22	Discount exp date:		
GL AP account:	102500	Due date: 02/28/22	Payment term:		
107581	Election Expense - McGeady Becher P.C.	1,940.00			
107460	Legal - McGeady Becher P.C.	20,919.24			
	Totals	22,859.24	0.00	22,859.24	22,859.24
Reference:	1397M FEB22	Date: 02/28/22	Discount exp date:		
GL AP account:	302500	Due date: 02/28/22	Payment term:		
307460	Legal - McGeady Becher P.C.	26,181.04			
	Totals	26,181.04	0.00	26,181.04	26,181.04
	Totals for McGeady Becher P.C.	122,689.05	0.00	122,689.05	122,689.05
SUTER	Suter Media Relations				
Reference:	AHCAB 03.22	Date: 03/31/22	Discount exp date:		
GL AP account:	102500	Due date: 03/31/22	Payment term:		
107580	Media relations - Suter Media Relations	2,500.00			
	Totals	2,500.00	0.00	2,500.00	2,500.00
	Totals for Suter Media Relations	2,500.00	0.00	2,500.00	2,500.00
Timb	Timberline District Consulting LLC				
Reference:	1901-21	Date: 12/31/21	Discount exp date:		
GL AP account:	102500	Due date: 12/31/21	Payment term:		
107440	Community Management - Timberline District Consulting LLC	2,075.00			
	Totals	2,075.00	0.00	2,075.00	2,075.00
Reference:	1902-22	Date: 01/31/22	Discount exp date:		
GL AP account:	102500	Due date: 01/31/22	Payment term:		
107440	Community Management - Timberline District Consulting LLC-Mileage	108.81			
107440	Community Management - Timberline District Consulting LLC	6,076.25			
	Totals	6,185.06	0.00	6,185.06	6,185.06
	Totals for Timberline District Consulting LLC	8,260.06	0.00	8,260.06	8,260.06

The Aurora Highlands CAB

Cash Requirement Report - Detailed

15

All Dates

GL Account	Description		Gross Open Amount	Discount Available	Net Open Amount	Cash Required
Turn Turn Corp						
Reference:	1281		Date: 01/31/22		Discount exp date:	
GL AP account:	102500		Due date: 01/31/22		Payment term:	
107580	Media relations - Turn Corp		<u>913.75</u>			
	Totals		913.75	0.00	913.75	913.75
Reference:	1274		Date: 01/31/22		Discount exp date:	
GL AP account:	102500		Due date: 01/31/22		Payment term:	
107580	Media relations - Turn Corp		<u>2,580.00</u>			
	Totals		2,580.00	0.00	2,580.00	2,580.00
	Totals for Turn Corp		<u>3,493.75</u>	<u>0.00</u>	<u>3,493.75</u>	<u>3,493.75</u>
Waste Manag Waste Management						
Reference:	7513456-2514-7		Date: 03/31/22		Discount exp date:	
GL AP account:	102500		Due date: 03/31/22		Payment term:	
107711	Trash and Recycling - Waste Management		<u>75.50</u>			
	Totals		75.50	0.00	75.50	75.50
	Totals for Waste Management		<u>75.50</u>	<u>0.00</u>	<u>75.50</u>	<u>75.50</u>
XCEL Xcel Energy						
Reference:	530013612835-2		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>395.37</u>			
	Totals		395.37	0.00	395.37	395.37
Reference:	53-0013511817-6		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>229.22</u>			
	Totals		229.22	0.00	229.22	229.22
Reference:	53-0013498629-8		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>126.37</u>			
	Totals		126.37	0.00	126.37	126.37
Reference:	53-0013498327-3		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>144.80</u>			
	Totals		144.80	0.00	144.80	144.80
Reference:	53-0013498624-3		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>93.19</u>			
	Totals		93.19	0.00	93.19	93.19
Reference:	53-0013498620-9		Date: 02/09/22		Discount exp date:	
GL AP account:	102500		Due date: 02/09/22		Payment term:	
107703	Electricity - Xcel Energy		<u>135.22</u>			
	Totals		135.22	0.00	135.22	135.22
Reference:	53-0013419722-6		Date: 02/22/22		Discount exp date:	
GL AP account:	102500		Due date: 02/22/22		Payment term:	

The Aurora Highlands CAB

Cash Requirement Report - Detailed

16

All Dates

GL Account	Description		Gross Open Amount	Discount Available	Net Open Amount	Cash Required
107703	Electricity - Xcel Energy		31.85			
	Totals		31.85	0.00	31.85	31.85
Reference:	53-0013297409-6	Date:	02/22/22	Discount exp date:		
GL AP account:	102500	Due date:	02/22/22	Payment term:		
107703	Electricity - Xcel Energy		308.42			
	Totals		308.42	0.00	308.42	308.42
Reference:	53-0013646868-2	Date:	02/22/22	Discount exp date:		
GL AP account:	102500	Due date:	02/22/22	Payment term:		
107703	Electricity - Xcel Energy		35.86			
	Totals		35.86	0.00	35.86	35.86
Totals for Xcel Energy			1,500.30	0.00	1,500.30	1,500.30
Company Totals			193,754.29	0.00	193,754.29	193,754.29

Capital Project Fund

1 - 0		
1 - 1		26,181.04 +
1 - 2		31,250.50 +
1 - ST	Subtotal	57,431.54 ◇

General Fund

1 - 0		
1 - 1		193,754.29 -
1 - 2		57,431.54 +
1 - ST	Subtotal	-136,322.75 ◇

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Schedule of Cash Position

January 31, 2022

Updated as of

March 14, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
1st Bank XX6684				
Balance as of 01/31/22	\$ 22,959.09	\$ -	\$ -	\$ 22,959.09
2/04/2022 Developer Advance Draw 43	-	-	4,658.00	4,658.00
2/14/2022 Checks 1076-1086	(125,813.63)	-	(20,100.00)	(145,913.63)
2/18/2022 PNP- returned item	(100.00)	-	-	(100.00)
2/25/2022 Developer Advance	115,770.64	-	-	115,770.64
2/28/2022 Administrative/Maintenance fees	4,962.28	-	-	4,962.28
2/28/2022 Administrative/Maintenance fees In-Transit	826.75	-	-	826.75
3/1/2022 Transfer (to)/from AACMD	(14,129.68)	-	20,100.00	5,970.32
3/1/2022 Transfer to AACMD- Developer Costs Draw 43	-	-	(4,658.00)	(4,658.00)
3/4/2022 Wire to CSDP&LP - ATEC1	(2,164.00)	-	-	(2,164.00)
3/9/2022 PNP- returned item	(100.00)	-	-	(100.00)
3/11/2022 Deposit- Improvements fee	50.00	-	-	50.00
3/14/2022 Administrative/Maintenance fees	3,800.00	-	-	3,800.00
3/14/2022 Checks 1087-1096	(136,322.75)	-	(57,431.54)	(193,754.29)
Anticipated Vouchers payable - ATEC1 CSDP&LP	-	-	-	-
Anticipated Transfer to/from ACCMD	-	-	57,431.54	57,431.54
Anticipated Developer Advance admin	136,322.75	-	-	136,322.75
Anticipated Developer Advance Draw 45	-	-	54,953.25	54,953.25
Anticipated Transfer to AACMD Draw 45	-	-	(54,953.25)	(54,953.25)
Anticipated Balance	\$ 6,061.45	\$ -	\$ -	\$ 6,061.45
Zions Bank - 2021A Project Fund				
Balance as of 01/31/22	\$ -	\$ -	\$ 162,270,864.89	\$ 162,270,864.89
2/25/2022 Requisition No.5	-	-	(2,406,404.88)	(2,406,404.88)
2/25/2022 Requisition No.6	-	-	(4,353,622.20)	(4,353,622.20)
2/28/2022 Interest Income	-	-	844.13	844.13
Anticipated Requisition No. 7	-	-	(1,241,498.25)	(1,241,498.25)
Anticipated Requisition No. 8	-	-	(1,067,440.67)	(1,067,440.67)
Anticipated Balance	\$ -	\$ -	\$ 153,202,743.02	\$ 153,202,743.02
Zions Bank - 2021A Revenue Fund				
Balance as of 01/31/22	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00
Subsequent activities:				
3/11/2022 Transfer from AACMD Pledged Revenues	-	52,500.00	-	52,500.00
Anticipated Transfer Pledged Revenues	-	37,500.00	-	37,500.00
Anticipated Balance	\$ -	\$ 135,000.00	\$ -	\$ 135,000.00
Zions Bank - 2021A COI Fund				
Balance as of 01/31/22	\$ -	\$ 2,255.00	\$ -	\$ 2,255.00
2/2/2022 COI Paid	-	(1,500.00)	-	(1,500.00)
Anticipated Balance	\$ -	\$ 755.00	\$ -	\$ 755.00
Grand total	\$ 6,061.45	\$ 135,755.00	\$ 153,202,743.02	\$ 153,344,559.47

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD
AND
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

Draw No. 45

PREPARED BY:

SCHEDIO GROUP LLC

808 9TH STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: March 9, 2022

PROJECT: 181106

Engineer's Report and Verification of Costs No. 23

TABLE OF CONTENTS

ENGINEER'S REPORT

INTRODUCTION	1
SUMMARY OF FINDINGS.....	1
DETERMINATION OF PUBLIC PRORATION PERCENTAGE.....	2
VERIFICATION OF COSTS	2
VERIFICATION OF PAYMENTS	2
VERIFICATION OF CONSTRUCTION	2
SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES	2

ENGINEER'S VERIFICATION

ENGINEER'S VERIFICATION	4
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EXHIBIT A

SUMMARY OF COSTS REVIEWED	5
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EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED	8
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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "District") on December 11, 2018. Task Order 01 AACMD/ARTA - Cost Verification was approved on December 19, 2018. This Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is Schedio Group's 23rd deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Per the Amended and Restated Capital Construction and Reimbursement Agreement ("CCRA") entered into on December 22, 2021, between The Aurora Highlands Community Authority Board and Aurora Highlands, LLC, a Nevada limited liability company ("Developer"):

Section N: "It is the intent of the CAB that AH LLC continue to be reimbursed for Verified Costs of the Improvements and AH Advances (collectively Verified Costs of the Improvements and AH Advances are referred to herein as "AH Reimbursements"), and to set forth the terms for such reimbursement." See Article II, Section 2.1 of the CCRA for pertaining to AH Reimbursements.

Per the Agreement Regarding Coordination of Facilities Funding for ATEC Development ("ATEC Agreement") entered into on December 22, 2021, between the Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC ("ATEC"):

Recitals: Section F: "In order for the Property to be developed, the public improvements that are a part of the Long Term Capital Improvement Plan, which includes the public improvements that will support the development of the Property, (the "ATEC Improvements") must be designed, funded, acquired, constructed or installed."

Recitals: Section G: "It is anticipated that the proceeds of CAB Obligations will include, as issued in the discretion of the CAB from time to time, proceeds to be used to fund the ATEC Improvements."

This Report consists of a review of costs incurred, and verification of costs associated with the design and construction of Public Improvements. Accrued interest is not considered in this report.

SUMMARY OF FINDINGS

Schedio Group reviewed \$1,732,412.71 of incurred expenses associated with Draw Request No. 45. Of the \$1,732,412.71 reviewed, Schedio Group verified \$1,677,459.46 as being associated with the design and construction of Public Improvements. Of the verified amount, \$1,267,411.87 is associated with TAH CAB/Spine Costs, -\$30,752.12 with AH In Tract Costs, \$4,838.50 with AF ATEC Spine Costs ("ATEC Spine"), and \$435,961.21 with AF Aerotropolis Regional Transportation Authority Costs ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report.

In summary, the total amount verified associated with TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs is **\$1,241,498.25**.

For a summary of verified expenses associated with the design and construction of Public Improvements for TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs, please see *Figure 1 – Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs* below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code and by Vendor)*.

DRAW 45	DEVELOPER DRAW 45	TAH CAB/SPINE & AH IN TRACT DRAW 45			AF ATEC SPINE DRAW 45	TAH CAB/SPINE +AH IN TRACT + AF ATEC SPINE DRAW 45	AF ARTA DRAW 45	TOTAL DRAW 45
REVIEWED AMT	PRIVATE AMT	VERIFIED AMT (SPINE)	VERIFIED AMT (IN TRACT)	VERIFIED AMT (SPINE + IN TRACT)	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
\$ 1,732,412.71	\$ 54,953.25	\$ 1,267,411.87	\$ (30,752.12)	\$ 1,236,659.75	\$ 4,838.50	\$ 1,241,498.25	\$ 435,961.21	\$ 1,677,459.46

Figure 1 - Summary of Verified Expenses for TAH CAB/Spine Costs, AH In Tract Costs and AF Atec Spine Costs

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

As final plats are not available for the entire the Aurora Highlands ("AH") development at the time of this report, Schedio Group was unable to calculate an area-based Public Proration Percentage for application to expenditures with both public and private components. Instead, Schedio Group requested an estimate of Public Area compared to Total Area as a percentage from Norris Design, the planner for the Aurora Highlands development. As a result, Norris Design provided an estimated Public Proration Percentage of 40% for the entire AH development. Schedio Group and Norris Design reserve the right to revise the project's Public Proration Percentage should additional information become available that would warrant such and either credit or debit the verified amount to date at that time.

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

As Draw No. 45 will be ratified during an upcoming board meeting, vendors have not yet received payment for services rendered as of the date of this report.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on March 4, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

Various job code changes were implemented between Draw 26 and Draw 45. These job code changes were determined by others (developer, program manager, construction manager, etc.). Schedio Group was not involved in determining the job code changes. Schedio Group has incorporated the job code changes into Draw 45. As a result of the job code changes, historical and current verified dollar amounts have, in some cases, shifted from one job code (project segment) to another job code (project segment), which has caused ARTA's financial obligation to change per the following agreements:

- Intergovernmental Agreement Among The Board Of County Commissioners Of The County Of Adams, The City of Aurora And The Aerotropolis Area Coordinating Metropolitan District Establishing The Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated February 27, 2018



- Intergovernmental Agreement Regarding Design and Construction of The Aurora Highlands Parkway Among Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority, prepared by McGeady Becher P.C. and dated August 12, 2020

Schedio Group has been reviewing, and will continue to review, details associated with the cost code changes. Based on our reviews to date, Schedio Group has no reason to doubt the validity of the cost code changes. Schedio Group reserves the right to revise any verified amount(s) and its(their) respective assignment to a Cost Code or Job Code throughout the review process.

ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with the design and construction of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 9, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report, from February 7, 2020 (date of COA Invoice No. 612052) to March 1, 2022 (date of OxBlue Invoice No. 468770), are reasonably valued at **\$1,241,498.25**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for reimbursement from Aerotropolis Area Metropolitan Coordinating District to Aurora Highlands, LLC, a Nevada limited liability company.



March 9, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED BY JOB CODE

25

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 45	DEVELOPER DRAW 45	TAH CAB/SPINE DRAW 45	AH IN TRACT DRAW 45	AF ARTA DRAW 45	AF ATEC SPINE DRAW 45
101	Overall Project (Non Specific)	\$ 696,049.26	\$ -	\$ 691,360.76	\$ -	\$ -	\$ 4,688.50
102	Mass Grading	\$ 39,459.64	\$ -	\$ 39,459.64	\$ -	\$ -	\$ -
104	Engineer's Report and Verification of Costs	\$ 20,650.20	\$ -	\$ 16,478.20	\$ -	\$ 4,172.00	\$ -
140	ISP (Phase 1)	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ 16,960.90	\$ -	\$ 16,960.90	\$ -	\$ -	\$ -
143	ISP (Phase 4)	\$ 2,856.75	\$ -	\$ 2,856.75	\$ -	\$ -	\$ -
144	32nd Avenue Phase 1	\$ 31,513.90	\$ -	\$ 31,513.90	\$ -	\$ -	\$ -
145	32nd Avenue Phase 2	\$ 285.00	\$ -	\$ 285.00	\$ -	\$ -	\$ -
151	E-470	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
152	Public Art	\$ 1,782.50	\$ -	\$ 1,782.50	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 2,070.99	\$ -	\$ 2,070.99	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ 11,305.55	\$ -	\$ 96.72	\$ -	\$ 11,208.83	\$ -
210	E470 Interchange (Phase 1)	\$ 3,763.35	\$ -	\$ -	\$ -	\$ 3,763.35	\$ -
211	E470 Interchange (Phase 1.5)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
212	E470 Interchange (Phase 2)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
213	E470 Interchange (Phase 3)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
214	E470 Interchange (Phase 4)	\$ 995.35	\$ -	\$ -	\$ -	\$ 995.35	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 24,939.95	\$ -	\$ 24,939.95	\$ -	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 3,443.51	\$ -	\$ 3,443.51	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -
232	38th Place (Main St to Denali Blvd)	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 218,183.96	\$ -	\$ 124,185.53	\$ -	\$ 93,998.43	\$ -
244	TAH Parkway (30th-26th)	\$ 188,911.37	\$ -	\$ 38,915.89	\$ -	\$ 149,995.48	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 2,029.10	\$ -	\$ -	\$ -	\$ 2,029.10	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 993.37	\$ -	\$ -	\$ -	\$ 993.37	\$ -
248	38th Pkwy (Powhatan Rd to Monaghan Rd)	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
249	38th Pkwy (TAH Pkwy to Powhatan Rd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 5,262.66	\$ -	\$ 5,262.66	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
289	Pond Improvements	\$ 17,135.50	\$ -	\$ 17,135.50	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 2,214.05	\$ -	\$ -	\$ -	\$ 2,214.05	\$ -
291	I-70 Interchange (Phase 2)	\$ 27,399.05	\$ -	\$ -	\$ -	\$ 27,399.05	\$ -
292	I-70 Interchange (Phase 3)	\$ 1,164.05	\$ -	\$ -	\$ -	\$ 1,164.05	\$ -
293	I-70 Interchange (Phase 4)	\$ 6,864.05	\$ -	\$ -	\$ -	\$ 6,864.05	\$ -
294	I-70 Interchange (Phase 5)	\$ 22,304.05	\$ -	\$ -	\$ -	\$ 22,304.05	\$ -
300	Powhatan Rd (I-70-26th Ave)	\$ 26,332.67	\$ -	\$ -	\$ -	\$ 26,332.67	\$ -
301	Powhatan Road (26th-38th)	\$ 73,261.92	\$ -	\$ -	\$ -	\$ 73,261.92	\$ -
302	Powhatan Road (38th-48th)	\$ 2,332.66	\$ -	\$ -	\$ -	\$ 2,332.66	\$ -
320	48th Avenue (E470-Main St)	\$ 3,946.75	\$ -	\$ -	\$ -	\$ 3,946.75	\$ -
330	West Village Ave (Main St-26th)	\$ 11,705.00	\$ -	\$ 11,705.00	\$ -	\$ -	\$ -
331	West Village Ave (Hogan St-26th)	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -
343	32nd Avenue	\$ 25,616.70	\$ -	\$ 25,616.70	\$ -	\$ -	\$ -
350	Mass Grading	\$ 201,453.27	\$ -	\$ 201,453.27	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -
531	Park 01	\$ 4,153.50	\$ -	\$ 4,153.50	\$ -	\$ -	\$ -
535	Park 05	\$ 1,035.00	\$ -	\$ 1,035.00	\$ -	\$ -	\$ -
900	General In-Tract Costs	\$ 11,217.13	\$ 47,943.60	\$ -	\$ (36,726.47)	\$ -	\$ -
901	Filing 01 - RAH	\$ 3,988.00	\$ 3,245.97	\$ -	\$ 742.03	\$ -	\$ -
904	Filing 04 - Pulte	\$ 1,134.00	\$ 1,408.15	\$ -	\$ (274.15)	\$ -	\$ -
907	Filing 07	\$ -	\$ 170.10	\$ -	\$ (170.10)	\$ -	\$ -
910	Filing 10	\$ 6,728.00	\$ 996.45	\$ -	\$ 5,731.55	\$ -	\$ -
916	Filing 16	\$ 1,134.00	\$ 1,188.98	\$ -	\$ (54.98)	\$ -	\$ -
	TOTALS -->	\$ 1,732,412.71	\$ 54,953.25	\$ 1,267,411.87	\$ (30,752.12)	\$ 435,961.21	\$ 4,838.50

SUMMARY OF COSTS VERIFIED BY VENDOR

VENDOR	TOTAL DRAW 45	DEVELOPER DRAW 45	TAH CAB/SPINE DRAW 45	AH IN TRACT DRAW 45	AF ARTA DRAW 45	AF ATEC SPINE DRAW 45
AECOM	\$ 280,194.97	\$ -	\$ 43,805.97	\$ -	\$ 231,700.50	\$ 4,688.50
Aztec Consultants	\$ 23,304.97	\$ -	\$ 16,559.20	\$ -	\$ 6,745.77	\$ -
Beam, Longest & Neff	\$ 47,172.50	\$ -	\$ -	\$ -	\$ 47,172.50	\$ -
Big West Consulting	\$ 24,930.00	\$ -	\$ 24,930.00	\$ -	\$ -	\$ -
Cage Civil Engineering	\$ 2,125.00	\$ -	\$ 2,125.00	\$ -	\$ -	\$ -
City of Aurora	\$ 46,755.50	\$ -	\$ 46,755.50	\$ -	\$ -	\$ -
Clanton & Associates	\$ 14,894.00	\$ -	\$ 14,691.50	\$ -	\$ 202.50	\$ -
CTL Thompson	\$ 35,392.88	\$ -	\$ 4,997.57	\$ 5,594.00	\$ 24,801.31	\$ -
EV Studio	\$ 49.60	\$ -	\$ 49.60	\$ -	\$ -	\$ -
HR Green	\$ 10,274.97	\$ -	\$ 7,426.81	\$ -	\$ 2,848.16	\$ -
JHL	\$ 839,999.61	\$ -	\$ 777,117.52	\$ -	\$ 62,882.09	\$ -
Matrix	\$ -	\$ 47,943.60	\$ -	\$ (47,943.60)	\$ -	\$ -
Merrick	\$ 41,484.75	\$ -	\$ 31,258.07	\$ -	\$ 10,226.68	\$ -
My Asset Map	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Norris Design	\$ 45,923.27	\$ -	\$ 45,017.99	\$ -	\$ 905.28	\$ -
OxBlue Corporation	\$ 7,390.00	\$ 5,987.11	\$ -	\$ 1,402.89	\$ -	\$ -
Schedio Group	\$ 30,908.66	\$ -	\$ 15,519.53	\$ 11,217.13	\$ 4,172.00	\$ -
Stormwater Risk Mgmt	\$ 183,745.25	\$ 1,022.54	\$ 142,509.83	\$ (1,022.54)	\$ 41,235.42	\$ -
Summit Strategies	\$ 97,866.78	\$ -	\$ 94,647.78	\$ -	\$ 3,069.00	\$ 150.00
TOTALS -->	\$ 1,732,412.71	\$ 54,953.25	\$ 1,267,411.87	\$ (30,752.12)	\$ 435,961.21	\$ 4,838.50

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora Colorado, prepared by McGeady Becher P.C., dated October 16, 2017

DISTRICT AGREEMENTS

- Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed July 20, 2018
- 2017-2018 Operation Funding Agreement between Aerotropolis Area Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on July 20, 2018
- First Amended and Restated Facilities Funding and Acquisition Agreement between Aerotropolis Area Coordinating Metropolitan District and The Aurora Highlands, LLC, prepared by McGeady Becher P.C., executed on August 23, 2018
- Intergovernmental Agreement Regarding Coordination of Facilities Funding for ATEC Metropolitan District No. 1 Projects between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C. (Unexecuted)
- Amended and Restated Capital Construction and Reimbursement Agreement by and between The Aurora Highlands Community Authority Board and Aurora Highlands LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)
- Agreement Regarding Coordination of Facilities Funding for ATEC Development Area between The Aurora Highlands Community Authority Board and Aurora Tech Center Development, LLC, prepared by McGeady Becher P.C., effective December 22, 2021 (Unexecuted)

CONSTRUCTION DRAW REQUESTS

- AACMD Draw Request No. 01, dated September 7, 2018, revised October 15, 2018
- AACMD Draw Request No. 02, dated September 14, 2018
- AACMD Draw Request No. 03, dated September 30, 2018
- AACMD Draw Request No. 04, dated October 15, 2018
- AACMD Draw Request No. 05, dated November 13, 2018
- AACMD Draw Request No. 06, dated December 11, 2018
- AACMD Draw Request No. 07, dated January 15, 2019
- AACMD Draw Request No. 08, dated February 12, 2019
- AACMD Draw Request No. 09, dated March 12, 2019
- AACMD Draw Request No. 10, dated April 12, 2019
- AACMD Draw Request No. 11, dated May 16, 2019
- AACMD Draw Request No. 12, dated June 20, 2019

- AACMD Draw Request No. 13, dated July 18, 2019
- AACMD Draw Request No. 14, dated August 15, 2019
- AACMD Draw Request No. 15, dated September 19, 2019
- AACMD Draw Request No. 16, dated October 17, 2019
- AACMD Draw Request No. 17, dated November 21, 2019
- AACMD Draw Request No. 18, dated December 19, 2019
- AACMD Draw Request No. 19, dated January 16, 2020
- AACMD Draw Request No. 20, dated February 20, 2020
- AACMD Draw Request No. 21, dated March 19, 2020
- AACMD Draw Request No. 22, dated April 16, 2020
- AACMD Draw Request No. 23, dated May 21, 2020
- AACMD Draw Request No. 24, dated June 18, 2020
- AACMD Draw Request No. 25, dated July 16, 2020
- AACMD Draw Request No. 26, dated August 20, 2020
- AACMD Draw Request No. 27, dated September 17, 2020
- AACMD Draw Request No. 28, dated October 21, 2020
- AACMD Draw Request No. 29, dated November 17, 2020
- AACMD Draw Request No. 30, dated December 17, 2020
- AACMD Draw Request No. 31, dated January 18, 2021
- AACMD Draw Request No. 32, dated February 7, 2021
- AACMD Draw Request No. 33, dated March 6, 2021
- AACMD Draw Request No. 34, dated April 5, 2021
- AACMD Draw Request No. 35, dated May 11, 2021
- AACMD Draw Request No. 36, dated June 7, 2021
- AACMD Draw Request No. 37, dated July 2, 2021
- AACMD Draw Request No. 38, dated August 10, 2021
- AACMD Draw Request No. 39, dated September 7, 2021
- AACMD Draw Request No. 40, dated October 12, 2021
- AACMD Draw Request No. 41, dated November 14, 2021
- AACMD Draw Request No. 42, dated December 8, 2021
- AACMD Draw Request No. 43, dated January 12, 2022
- AACMD Draw Request No. 44, dated February 8, 2022

- AACMD Draw Request No. 45, dated March 7, 2022

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD
AND
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ENGINEER'S REPORT AND VERIFICATION OF COSTS
ASSOCIATED WITH PUBLIC IMPROVEMENTS

IN-TRACT IMPROVEMENTS
IN TRACT HOME BUILDER EXPENSES**

PREPARED BY:
SCHEDIO GROUP LLC
808 9TH STREET
GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:
TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: March 11, 2022
PROJECT: 181106 AAMCD (IN-TRACT)
Engineer's Report and Verification of Costs No. 5

TABLE OF CONTENTS

ENGINEER'S REPORT

INTRODUCTION	1
SUMMARY OF FINDINGS	1
DETERMINATION OF PUBLIC PRORATION PERCENTAGES.....	3
VERIFICATION OF COSTS	3
VERIFICATION OF PAYMENTS	3
VERIFICATION OF CONSTRUCTION	3
SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES	3

ENGINEER'S VERIFICATION

ENGINEER'S VERIFICATION	4
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EXHIBIT A

SUMMARY OF COSTS REVIEWED	5
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EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED	10
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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs, commonly referred to as "In-Tract Expenses", that are eligible to be paid for by Series B bonds. This Report is the 5th deliverable associated with the MSA.

The Capital Construction and Reimbursement Agreement (In-Tract Improvements) between The Aurora Highlands Community Authority Board ("CAB") and Aurora Highlands, LLC ("Developer") entered into June 24, 2020 states, "The Developer intends to enter into a Waiver and Release of Reimbursement Rights agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the IN-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Pulte Home Company, LLC ("Pulte Homes" and "Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Richmond American Homes of Colorado, Inc. ("Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

As a result of the three agreements referenced above, reimbursements associated with costs verified herein as associated with the design and construction of In-Tract Public Improvements will be reimbursed by the CAB to the Developer.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$25,153,510.69 of incurred expenses associated with In-Tract Improvements. Of the \$25,153,510.69 reviewed, Schedio Group has verified \$17,059,231.09 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer, to date, is \$17,059,231.09.

Per *The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 4*, prepared by Schedio Group LLC and dated February 17, 2021 ("ERV4"), Schedio Group reviewed a total of \$22,901,353.55 of incurred expenses associated with In-Tract Improvements. The total amount reviewed for ERV4 has been revised to \$22,861,311.55. This revision was necessary as several invoices in ERV4 lacked proofs of payments at the time that ERV4 was finalized, but have been made available

for this Report. Of the \$22,861,311.55 reviewed, Schedio Group had verified \$15,991,790.43 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$15,991,790.43.

Regarding this Report, Schedio Group has reviewed \$2,292,199.14 of incurred expenses associated with In-Tract Improvements from the following sources:

Bridgewater Homes	in the amount of	\$ 770,585.70
Pulte Homes	in the amount of	\$ 84,041.16
Richmond American Homes	in the amount of	\$ 1,437,572.27

Of the \$2,292,199.14 reviewed, Schedio Group has verified **\$1,067,440.67** as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$1,067,440.67**. See *Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source* and *Figure 2 – Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category* below.

SOURCE	TOT VER PUB AMT	PREV VER PUB AMT	CUR VER PUB AMT
DRAWS			
Draws 1-30 (Revised) + Past Expenses	\$ 479,621.06	\$ 479,621.06	\$ -
Draws 31-40	\$ 171,365.34	\$ 171,365.34	\$ -
Draw 41 (Ver No. 3)	\$ 11,005.98	\$ 11,005.98	\$ -
HOME BUILDER EXPENSES			
Bridgewater Homes - Filing 10 - Ver No. 5	\$ 4,079.19	\$ -	\$ 4,079.19
Pulte Homes - All Filings - Ver No. 2 - All Filings	\$ 845,937.86	\$ 845,937.86	\$ -
Pulte Homes - All Filings - Ver No. 4 - All Filings	\$ 3,034,197.91	\$ 3,034,197.91	\$ -
Pulte Homes - All Filings - Ver No. 5 - All Filings	\$ 46,333.14	\$ -	\$ 46,333.14
Richmond American Homes - Ver No. 1 - All Filings	\$ 4,978,906.39	\$ 4,978,906.39	\$ -
Richmond American Homes - Ver No. 2 - All Filings	\$ 4,045,673.57	\$ 4,045,673.57	\$ -
Richmond American Homes - Ver No. 3 - All Filings	\$ 1,105,658.04	\$ 1,105,658.04	\$ -
Richmond American Homes - Ver No. 4 - All Filings	\$ 1,319,424.28	\$ 1,319,424.28	\$ -
Richmond American Homes - Ver No. 5 - All Filings	\$ 1,017,028.34	\$ -	\$ 1,017,028.34
TOTALS -->	\$ 17,059,231.09	\$ 15,991,790.42	\$ 1,067,440.67

Figure 1 - Summary of Verified In-Tract Public Improvements Segregated by Source

	TOTAL AMT VERIFIED (Verification Nos. 1 through 5)	PREVIOUS AMT VERIFIED (Verification Nos. 1 & 4)	CURRENT AMT VERIFIED (Verification No. 5)
SOFT AND INDIRECT COSTS			
Streets	\$ 668,673.67	\$ 607,843.32	\$ 60,830.35
Water	\$ 433,081.68	\$ 402,216.16	\$ 30,865.52
Sanitary Sewer	\$ 454,885.89	\$ 427,836.53	\$ 27,049.35
Parks and Recreation	\$ 460,940.64	\$ 425,078.28	\$ 35,862.35
TOTAL SOFT AND INDIRECT COSTS -->	\$ 2,017,581.87	\$ 1,862,974.29	\$ 154,607.58
HARD COSTS			
Streets	\$ 8,439,196.04	\$ 7,601,578.74	\$ 837,617.30
Water	\$ 2,640,152.74	\$ 2,607,769.22	\$ 32,383.52
Sanitary Sewer	\$ 2,469,884.09	\$ 2,444,478.99	\$ 25,405.10
Parks and Recreation	\$ 1,492,416.35	\$ 1,474,989.18	\$ 17,427.17
TOTAL HARD COSTS -->	\$ 15,041,649.22	\$ 14,128,816.13	\$ 912,833.09
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 9,107,869.71	\$ 8,209,422.06	\$ 898,447.66
Water	\$ 3,073,234.42	\$ 3,009,985.38	\$ 63,249.04
Sanitary Sewer	\$ 2,924,769.97	\$ 2,872,315.52	\$ 52,454.45
Parks and Recreation	\$ 1,953,356.99	\$ 1,900,067.47	\$ 53,289.52
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 17,059,231.09	\$ 15,991,790.43	\$ 1,067,440.67

Figure 2 - Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category

As a result, Schedio Group recommends that **\$1,067,440.67** be reimbursed from the CAB to the Developer.

DETERMINATION OF PUBLIC PRORATION PERCENTAGES

The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the plats. See *Figure 3 – Determination of Public Proration Percentages* below.

FILING	TOTAL OVERALL AREA	TOTAL PRIVATE AREA	% PRI	TOTAL PUBLIC AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1,959,280	631,998	32.26%	1,327,282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2,595,570	1,328,476	51.18%	1,267,094	48.82%
The Aurora Highlands Subdivision Filing No. 04	180,302	84,729	46.99%	95,573	53.01%
The Aurora Highlands Subdivision Filing No. 05	676,744	308,421	45.57%	368,323	54.43%
The Aurora Highlands Subdivision Filing No. 06	370,093	220,301	59.53%	149,792	40.47%
The Aurora Highlands Subdivision Filing No. 08	1,640,462	1,022,831	62.35%	659,722	40.22%
The Aurora Highlands Subdivision Filing No. 10	2,699,670	1,449,009	53.67%	1,250,661	53.67%
The Aurora Highlands Subdivision Filing No. 11	675,049	-	0.00%	675,049	100.00%
The Aurora Highlands Subdivision Filing No. 13	93,316	93,316	100.00%	-	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253024	58.54%	887394	41.46%
The Aurora Highlands Subdivision Filing No. 16	3069264	1942984	63.30%	1126280	36.70%

Figure 3 - Determination of Public Proration Percentages

Public Proration Percentages were calculated and applied as deemed appropriate by Schedio Group.

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group verified proofs of payments totaling \$1,531,952.12 associated with costs reviewed in this Report. Of the \$1,531,952.12 in verified payments, \$1,067,440.67 is associated with the design and construction of Public Improvements.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on March 4, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.

ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated March 11, 2022.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report, from February 2019 to February 2022 are reasonably valued at **\$1,067,440.67**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the In-Tract Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for Developer Reimbursement by The Aurora Highlands Community Authority Board to Aurora Highlands, LLC.

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of \$1,067,440.67 related to:

- The Aurora Highlands In-Tract Public Improvements in the amount of \$1,067,440.67.



March 11, 2022

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

The Aurora Highlands In Tract Expenses
In Tract Expenses - Verification No. 5

In Aurora Highlands - In Tract Expenses																									1/4 Splits	25.00%	25.00%	25.00%	25.00%	25.00%
In Tract Expenses - Verification No. 5																									1/2 Splits	33.33%	33.33%	33.33%	33.33%	33.33%
																									3/4 Splits	50.00%	50.00%	50.00%	50.00%	50.00%
																									1/1 Splits	100.00%	100.00%	100.00%	100.00%	100.00%
VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/COPI/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PAID	PI AMT	% PAID	PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REE					
1	Soft	FILING 03	DRAWS 1-30	Aztec	Filing 03 Construction Staking	79795	01/17/20	\$ 2,250.00	-	\$ 2,250.00	By District/Dev. Ad	NA	\$ 2,250.00	CAB	Pd Through Draw	\$ 2,250.00	30.19%	\$ 679.37	69.81%	\$ 1,570.63	\$ 1,570.63	\$ 392.66	\$ 392.66	\$ 392.66	\$ 392.66					
1	Soft	FILING 04	DRAWS 1-30	City of Aurora	Filing 04 Plan Review Fees	608134	05/22/20	\$ 9,040.00	-	\$ 9,040.00	Pd Through Draw	NA	\$ 9,040.00	CAB	Pd Through Draw	\$ 9,040.00	46.99%	\$ 4,248.15	53.01%	\$ 4,791.85	\$ 4,791.85	\$ 1,197.96	\$ 1,197.96	\$ 1,197.96	\$ 1,197.96					
1	Soft	FILING 05	DRAWS 1-30	City of Aurora	Filing 05 Plan Review Fees	029919	06/09/20	\$ 3,955.00	-	\$ 3,955.00	Pd Through Draw	NA	\$ 3,955.00	CAB	Pd Through Draw	\$ 3,955.00	45.57%	\$ 1,802.46	54.43%	\$ 2,152.54	\$ 2,152.54	\$ 538.13	\$ 538.13	\$ 538.13	\$ 538.13					
1	Soft	FILING 06	DRAWS 1-30	Contour	Residential F1 EWEC - TO36	1056-19	01/24/20	\$ 963.00	-	\$ 963.00	Pd Through Draw	NA	\$ 963.00	CAB	Pd Through Draw	\$ 963.00	32.26%	\$ 311.60	67.74%	\$ 651.40	\$ 651.40	\$ 95.35	\$ 95.35	\$ 95.35	\$ 95.35					
1	Soft	FILING 07	DRAWS 1-30	Contour	Residential F1 EWEC - TO36	1056-20	02/26/20	\$ 7,712.00	-	\$ 7,712.00	Pd Through Draw	NA	\$ 7,712.00	CAB	Pd Through Draw	\$ 7,712.00	32.26%	\$ 2,487.63	67.74%	\$ 5,224.37	\$ 5,224.37	\$ 1,306.09	\$ 1,306.09	\$ 1,306.09	\$ 1,306.09					
1	Soft	FILING 13	DRAWS 1-30	HR Green Development	Engineering Services Filing 13	138805	10/20/20	\$ 6,639.60	-	\$ 6,639.60	Pd by TAH	NA	\$ 6,639.60	CAB	Pd Through Draw	\$ 6,639.60	0.00%	-	100.00%	\$ 6,639.60	\$ 6,639.60	\$ 1,659.90	\$ 1,659.90	\$ 1,659.90	\$ 1,659.90					
1	Soft	FILING 04	DRAWS 1-30	HR Green Development	Engineering Services Filing 4	138810	10/20/20	\$ 67,960.06	-	\$ 67,960.06	Pd by TAH	NA	\$ 67,960.06	CAB	Pd Through Draw	\$ 67,960.06	0.00%	-	100.00%	\$ 67,960.06	\$ 67,960.06	\$ 16,990.02	\$ 16,990.02	\$ 16,990.02	\$ 16,990.02					
1	Soft	FILING 05	DRAWS 1-30	HR Green Development	Engineering Services Filing 5	138811	10/20/20	\$ 125,098.75	-	\$ 125,098.75	Pd by TAH	NA	\$ 125,098.75	CAB	Pd Through Draw	\$ 125,098.75	0.00%	-	100.00%	\$ 125,098.75	\$ 125,098.75	\$ 31,274.69	\$ 31,274.69	\$ 31,274.69	\$ 31,274.69					
1	Soft	FILING 06	DRAWS 1-30	HR Green Development	Engineering Services Filing 6	138804	10/20/20	\$ 94,333.50	-	\$ 94,333.50	Pd by TAH	NA	\$ 94,333.50	CAB	Pd Through Draw	\$ 94,333.50	0.00%	-	100.00%	\$ 94,333.50	\$ 94,333.50	\$ 23,583.38	\$ 23,583.38	\$ 23,583.38	\$ 23,583.38					
1	Soft	FILING 04	DRAWS 1-30	Norris Design, Inc.	TAH Filing 4 CSP and Plat	01-61649	09/30/20	\$ 20,279.20	-	\$ 20,279.20	Pd Through Draw	NA	\$ 20,279.20	CAB	Pd Through Draw	\$ 20,279.20	0.00%	-	100.00%	\$ 20,279.20	\$ 20,279.20	\$ 5,069.80	\$ 5,069.80	\$ 5,069.80	\$ 5,069.80					
1	Soft	FILING 05	DRAWS 1-30	Norris Design, Inc.	TAH Filing 5 CSP and Plat	01-61647	09/30/20	\$ 48,720.00	-	\$ 48,720.00	Pd Through Draw	NA	\$ 48,720.00	CAB	Pd Through Draw	\$ 48,720.00	0.00%	-	100.00%	\$ 48,720.00	\$ 48,720.00	\$ 12,180.00	\$ 12,180.00	\$ 12,180.00	\$ 12,180.00					
1	Soft	FILING 08	DRAWS 1-30	Norris Design, Inc.	TAH Filing 8 CSP and Plat	01-61648	09/30/20	\$ 36,300.60	-	\$ 36,300.60	Pd Through Draw	NA	\$ 36,300.60	CAB	Pd Through Draw	\$ 36,300.60	0.00%	-	100.00%	\$ 36,300.60	\$ 36,300.60	\$ 9,075.15	\$ 9,075.15	\$ 9,075.15	\$ 9,075.15					
1	Soft	OA In Tract	DRAWS 1-30	Schedlo Group	Cost Verification - In Tract Improvements	181106-18-0672	12/01/20	\$ 5,250.00	-	\$ 5,250.00	TO BE PAID	01/03/22	\$ 5,250.00	Pulte Homes	01/03/22	\$ 5,250.00	0.00%	-	100.00%	\$ 5,250.00	\$ 5,250.00	\$ 1,312.50	\$ 1,312.50	\$ 1,312.50	\$ 1,312.50					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 1	01/24/20	\$ 5,531.85	-	\$ 5,531.85	Pd Through Draw	NA	\$ 5,531.85	CAB	Pd Through Draw	\$ 5,531.85	0.00%	-	100.00%	\$ 5,531.85	\$ 5,531.85	\$ 1,382.96	\$ 1,382.96	\$ 1,382.96	\$ 1,382.96					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 2	02/24/20	\$ 4,713.60	-	\$ 4,713.60	Pd Through Draw	NA	\$ 4,713.60	CAB	Pd Through Draw	\$ 4,713.60	76.66%	\$ 3,432.92	23.34%	\$ 1,045.00	\$ 1,045.00	\$ 261.25	\$ 261.25	\$ 261.25	\$ 261.25					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 3	03/24/20	\$ 5,821.05	-	\$ 5,821.05	Pd Through Draw	NA	\$ 5,821.05	CAB	Pd Through Draw	\$ 5,821.05	7.23%	\$ 400.00	92.77%	\$ 5,130.00	\$ 5,130.00	\$ 1,282.50	\$ 1,282.50	\$ 1,282.50	\$ 1,282.50					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 4	04/28/20	\$ 15,808.78	-	\$ 15,808.78	Pd Through Draw	NA	\$ 15,808.78	CAB	Pd Through Draw	\$ 15,808.78	14.09%	\$ 2,135.17	85.91%	\$ 12,903.27	\$ 12,903.27	\$ 3,225.32	\$ 3,225.32	\$ 3,225.32	\$ 3,225.32					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 5	05/26/20	\$ 7,074.23	-	\$ 7,074.23	Pd Through Draw	NA	\$ 7,074.23	CAB	Pd Through Draw	\$ 7,074.23	36.75%	\$ 2,470.00	63.25%	\$ 4,250.52	\$ 4,250.52	\$ 1,062.61	\$ 1,062.61	\$ 1,062.61	\$ 1,062.61					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 6	06/24/20	\$ 8,039.40	-	\$ 8,039.40	Pd Through Draw	NA	\$ 8,039.40	CAB	Pd Through Draw	\$ 8,039.40	43.74%	\$ 3,440.52	56.26%	\$ 4,296.91	\$ 4,296.91	\$ 1,074.23	\$ 1,074.23	\$ 1,074.23	\$ 1,074.23					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 7	07/28/20	\$ 6,016.26	-	\$ 6,016.26	Pd Through Draw	NA	\$ 6,016.26	CAB	Pd Through Draw	\$ 6,016.26	0.00%	-	100.00%	\$ 6,016.26	\$ 6,016.26	\$ 1,428.85	\$ 1,428.85	\$ 1,428.85	\$ 1,428.85					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 8	10/31/20	\$ 960.00	-	\$ 960.00	Pd Through Draw	NA	\$ 960.00	CAB	Pd Through Draw	\$ 960.00	0.00%	-	100.00%	\$ 960.00	\$ 960.00	\$ 238.00	\$ 238.00	\$ 238.00	\$ 238.00					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 15	03/25/20	\$ 5,580.00	-	\$ 5,580.00	Pd Through Draw	NA	\$ 5,580.00	CAB	Pd Through Draw	\$ 5,580.00	32.26%	\$ 1,799.92	67.74%	\$ 3,780.08	\$ 3,780.08	\$ 945.02	\$ 945.02	\$ 945.02	\$ 945.02					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 16	04/28/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 17	05/27/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 18	06/30/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 19	07/31/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 20	08/31/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 21	09/30/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 22	10/31/20	\$ 1,585.00	-	\$ 1,585.00	Pd Through Draw	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Hard	FILING 03	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt. - Residential F01	Pay App 23	11/30/20	\$ 1,585.00	-	\$ 1,585.00	TO BE PAID	NA	\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43					
1	Soft	FILING 03	DRAWS 1-30	Summit Strategies	Residential Filing 01 - CM Mgmt	Draws 1-30	Multiple	\$ 1,897.00	-	\$ 1,897.00	Pd Through Draw	NA	\$ 1,897.00	CAB	Pd Through Draw	\$ 1,897.00	30.19%	\$ 572.78	69.81%	\$ 1,324.22	\$ 1,324.22	\$ 331.06	\$ 331.06	\$ 331.06	\$ 331.06					
1	Soft	FILING 03	DRAWS 1-30	Terra Forma Solutions	Residential Filing 01 - CM Mgmt	Draws 1-30	Multiple	\$ 10,660.25	-	\$ 10,660.25	Pd Through Draw	NA	\$ 10,660.25	CAB	Pd Through Draw	\$ 10,660.25	32.26%	\$ 3,418.78	67.74%	\$ 7,241.47	\$ 7,241.47	\$ 1,860.37	\$ 1,860.37	\$ 1,860.37	\$ 1,860.37					
1	Soft	FILING 02	RAH	AG Wassenaar	Geotechnical Site Investigation	301960	04/26/19	\$ 31,800.00	-	\$ 31,800.00	1096133	05/30/19	\$ 31,800.00	RAH	06/06/19	\$ 31,800.00	32.26%	\$ 10,257.61	67.74%	\$ 21,542.39	\$ 21,542.39	\$ 5,385.60	\$ 5,385.60	\$ 5,385.60	\$ 5,385.60					
1	Soft	FILING 03	RAH	Alpine Civil Construction	Aurora Highland 2020-14	Multiple	Multiple	\$ 1,952,576.45	-	\$ 1,952,576.45	Multiple	Multiple	\$																	

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	ENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCCIP/DISC	FINAL INV AMT	CHG NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PR	PRI AMT	% PR	PUB AMT	CUR VER PMT AMT	STREETS	WATER	SANITATION	PARKS & REC
2	Soft	FILING 01	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue - Overex/Overlot	327371	10/10/20	\$ 1,460.00	-	\$ 1,460.00	1123170	11/20/20	\$ 1,460.00	RAH	08/13/20	\$ 1,460.00	100.00%	\$ 1,460.00	0.00%	\$ 1,460.00	\$ 1,460.00				
2	Soft	FILING 01	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue - Pavement Study	319131	07/16/20	\$ 14,600.00	-	\$ 14,600.00	1181898	08/07/20	\$ 14,600.00	RAH	08/13/20	\$ 14,600.00	0.00%	-	100.00%	\$ 14,600.00	\$ 14,600.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00
2	Soft	FILING 02	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	325220	11/30/20	\$ 729.00	-	\$ 729.00	1125862	12/13/20	\$ 729.00	RAH	12/29/20	\$ 729.00	32.26%	\$ 235.15	67.74%	\$ 493.85	\$ 493.85	\$ 123.46	\$ 123.46	\$ 123.46	\$ 123.46
2	Soft	FILING 03	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	330195	03/19/21	\$ 1,301.00	-	\$ 1,301.00	1181898	08/07/20	\$ 1,301.00	RAH	08/13/20	\$ 1,301.00	32.26%	\$ 419.66	67.74%	\$ 881.34	\$ 881.34	\$ 210.34	\$ 210.34	\$ 210.34	\$ 210.34
2	Soft	FILING 02	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	331584	04/01/21	\$ 1,745.00	-	\$ 1,745.00	ACH 15687	05/24/21	\$ 1,745.00	RAH	05/24/21	\$ 1,745.00	32.26%	\$ 568.26	67.74%	\$ 1,182.12	\$ 1,182.12	\$ 295.53	\$ 295.53	\$ 295.53	\$ 295.53
2	Soft	FILING 02	RAH	AG Wassenaar	201006 TAH Filing 1 Aurora Blvd and 45th Avenue	333379	05/31/21	\$ 309.00	-	\$ 309.00	ACH 19986	07/02/21	\$ 309.00	RAH	07/02/21	\$ 309.00	32.26%	\$ 99.67	67.74%	\$ 209.33	\$ 209.33	\$ 52.33	\$ 52.33	\$ 52.33	\$ 52.33
2	Soft	FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	315874	04/10/20	\$ 1,605.00	-	\$ 1,605.00	1141460	06/07/20	\$ 1,605.00	RAH	05/13/20	\$ 1,605.00	100.00%	\$ 1,605.00	0.00%	-	-	-	-	-	-
2	Soft	FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	316490	04/29/20	\$ 17,120.00	-	\$ 17,120.00	1141460	05/21/20	\$ 17,120.00	RAH	05/28/20	\$ 17,120.00	100.00%	\$ 17,120.00	0.00%	-	-	-	-	-	-
2	Soft	FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	316828	05/08/20	\$ 8,025.00	-	\$ 8,025.00	1115957	06/16/20	\$ 8,025.00	RAH	06/17/20	\$ 8,025.00	100.00%	\$ 8,025.00	0.00%	-	-	-	-	-	-
2	Soft	FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	317097	05/20/20	\$ 5,885.00	-	\$ 5,885.00	1146714	06/22/20	\$ 5,885.00	RAH	07/01/20	\$ 5,885.00	100.00%	\$ 5,885.00	0.00%	-	-	-	-	-	-
2	Soft	FILING 01	RAH	AG Wassenaar	202360MAS 202361-202443 TAH Filing 1	317497	05/29/20	\$ 11,770.00	-	\$ 11,770.00	1146714	06/22/20	\$ 11,770.00	RAH	07/01/20	\$ 11,770.00	100.00%	\$ 11,770.00	0.00%	-	-	-	-	-	-
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	327500	01/31/21	\$ 6,898.00	-	\$ 6,898.00	ACH 12644	03/15/20	\$ 6,898.00	RAH	03/15/20	\$ 6,898.00	51.18%	\$ 3,530.56	48.82%	\$ 3,367.44	\$ 3,367.44	\$ 841.86	\$ 841.86	\$ 841.86	\$ 841.86
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	328856	02/28/21	\$ 9,717.00	-	\$ 9,717.00	ACH 13603	03/29/21	\$ 9,717.00	RAH	03/29/21	\$ 9,717.00	51.18%	\$ 4,973.40	48.82%	\$ 4,743.60	\$ 4,743.60	\$ 1,185.90	\$ 1,185.90	\$ 1,185.90	\$ 1,185.90
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	328874	02/28/21	\$ 1,702.00	-	\$ 1,702.00	ACH 13603	03/29/21	\$ 1,702.00	RAH	03/29/21	\$ 1,702.00	51.18%	\$ 871.13	48.82%	\$ 830.87	\$ 830.87	\$ 207.72	\$ 207.72	\$ 207.72	\$ 207.72
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	330368	03/11/21	\$ 9,685.00	-	\$ 9,685.00	ACH 15687	05/03/21	\$ 9,685.00	RAH	05/03/21	\$ 9,685.00	51.18%	\$ 4,957.02	48.82%	\$ 4,727.98	\$ 4,727.98	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00	\$ 1,182.00
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	330369	03/31/21	\$ 6,735.00	-	\$ 6,735.00	ACH 15687	05/03/21	\$ 6,735.00	RAH	05/03/21	\$ 6,735.00	51.18%	\$ 3,447.14	48.82%	\$ 3,287.86	\$ 3,287.86	\$ 821.97	\$ 821.97	\$ 821.97	\$ 821.97
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	331576	04/30/21	\$ 7,591.00	-	\$ 7,591.00	ACH 13736	05/24/21	\$ 7,591.00	RAH	05/24/21	\$ 7,591.00	51.18%	\$ 3,885.26	48.82%	\$ 3,705.74	\$ 3,705.74	\$ 926.44	\$ 926.44	\$ 926.44	\$ 926.44
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	331577	04/30/21	\$ 9,898.00	-	\$ 9,898.00	ACH 13736	05/24/21	\$ 9,898.00	RAH	05/24/21	\$ 9,898.00	51.18%	\$ 5,066.04	48.82%	\$ 4,831.96	\$ 4,831.96	\$ 1,207.99	\$ 1,207.99	\$ 1,207.99	\$ 1,207.99
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	331578	04/30/21	\$ 1,976.00	-	\$ 1,976.00	ACH 13736	05/24/21	\$ 1,976.00	RAH	05/24/21	\$ 1,976.00	51.18%	\$ 1,011.36	48.82%	\$ 964.64	\$ 964.64	\$ 241.16	\$ 241.16	\$ 241.16	\$ 241.16
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	333370	05/31/21	\$ 9,953.50	-	\$ 9,953.50	ACH 19986	07/02/21	\$ 9,953.50	RAH	07/02/21	\$ 9,953.50	51.18%	\$ 5,094.44	48.82%	\$ 4,859.06	\$ 4,859.06	\$ 1,214.76	\$ 1,214.76	\$ 1,214.76	\$ 1,214.76
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	333371	05/31/21	\$ 4,518.00	-	\$ 4,518.00	ACH 19986	07/02/21	\$ 4,518.00	RAH	07/02/21	\$ 4,518.00	51.18%	\$ 2,312.42	48.82%	\$ 2,205.58	\$ 2,205.58	\$ 551.59	\$ 551.59	\$ 551.59	\$ 551.59
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	334766	06/30/21	\$ 16,300.00	-	\$ 16,300.00	ACH 21901	08/02/21	\$ 16,300.00	RAH	08/02/21	\$ 16,300.00	51.18%	\$ 8,445.10	48.82%	\$ 8,054.90	\$ 8,054.90	\$ 2,013.72	\$ 2,013.72	\$ 2,013.72	\$ 2,013.72
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	334833	06/30/21	\$ 9,876.00	-	\$ 9,876.00	ACH 21901	08/02/21	\$ 9,876.00	RAH	08/02/21	\$ 9,876.00	51.18%	\$ 5,054.78	48.82%	\$ 4,821.22	\$ 4,821.22	\$ 1,205.31	\$ 1,205.31	\$ 1,205.31	\$ 1,205.31
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	334834	06/30/21	\$ 9,994.00	-	\$ 9,994.00	ACH 21901	08/02/21	\$ 9,994.00	RAH	08/02/21	\$ 9,994.00	51.18%	\$ 5,115.17	48.82%	\$ 4,878.83	\$ 4,878.83	\$ 1,219.71	\$ 1,219.71	\$ 1,219.71	\$ 1,219.71
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	334836	06/30/21	\$ 3,559.00	-	\$ 3,559.00	ACH 21901	08/02/21	\$ 3,559.00	RAH	08/02/21	\$ 3,559.00	51.18%	\$ 1,821.58	48.82%	\$ 1,717.42	\$ 1,717.42	\$ 434.35	\$ 434.35	\$ 434.35	\$ 434.35
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	336044	07/27/21	\$ 5,800.00	-	\$ 5,800.00	ACH 23807	07/27/21	\$ 5,800.00	RAH	07/27/21	\$ 5,800.00	51.18%	\$ 2,968.58	48.82%	\$ 2,831.42	\$ 2,831.42	\$ 707.85	\$ 707.85	\$ 707.85	\$ 707.85
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	336510	07/31/21	\$ 9,977.00	-	\$ 9,977.00	ACH 23807	07/27/21	\$ 9,977.00	RAH	07/27/21	\$ 9,977.00	51.18%	\$ 5,106.47	48.82%	\$ 4,870.53	\$ 4,870.53	\$ 1,217.63	\$ 1,217.63	\$ 1,217.63	\$ 1,217.63
2	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullondale St	336511	07/31/21	\$ 5,789.00	-	\$ 5,789.00	ACH 23807	07/27/21	\$ 5,789.00	RAH	07/27/21	\$ 5,789.00	51.18%	\$ 2,962.95	48.82%	\$ 2,826.05	\$ 2,826.05	\$ 706.51	\$ 706.51	\$ 706.51	\$ 706.51
2	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	340078	06/29/21	\$ 7,280.00	-	\$ 7,280.00	ACH 23807	07/27/21	\$ 7,280.00	RAH	07/27/21	\$ 7,280.00	51.18%	\$ 3,749.72	48.82%	\$ 3,530.28	\$ 3,530.28	\$ 889.68	\$ 889.68	\$ 889.68	\$ 889.68
2	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337221	08/24/21	\$ 5,600.00	-	\$ 5,600.00	ACH 23807	07/27/21	\$ 5,600.00	RAH	07/27/21	\$ 5,600.00	51.18%	\$ 2,866.22	48.82%	\$ 2,733.78	\$ 2,733.78	\$ 683.45	\$ 683.45	\$ 683.45	\$ 683.45
2	Hard	FILING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP-2	Multiple	MULTIPLE	\$ 724,516.24	-	\$ 727,588.84	Multiple	MULTIPLE	\$ 816,173.62	RAH	Multiple	\$ 816,173.62	0.00%	-	100.00%	\$ 647,257.40	\$ 647,257.40	\$ 647,257.40	\$ 647,257.40	\$ 647,257.40	\$ 647,257.40
2	Hard	FILING 02	RAH	Alpine Civil Construction	21420-70 The Aurora Highlands Filing 1	Multiple	MULTIPLE	\$ 14,402.48	-	\$ 14,402.48	Multiple	MULTIPLE	\$ 14,402.48	RAH	Multiple	\$ 14,402.48	0.00%	-	100.00%	\$ 11,518.22	\$ 11,518.22	\$ 2,884.26	\$ 2,884.26	\$ 2,884.26	\$ 2,884.26
2	Soft	FILING 02	RAH	Actec Consultants	21420-72 Aurora Highlands Filing 2	Multiple	MULTIPLE	\$ 109,074.51	-	\$ 109,074.51	Multiple	MULTIPLE	\$ 94,152.01	RAH	Multiple	\$ 94,152.01	32.44%	\$ 35,384.54	67.56%	\$ 73,689.97	\$ 73,689.97	\$ 25,582.39	\$ 25,582.39	\$ 16,905.47	\$ 16,905.47
2	Soft	FILING 01	RAH	Actec Consultants	Geotech/Poolside Field Staking (PS)	77353	11/21/19	\$ 750.00	-	\$ 750.00	1107172	12/19/19	\$ 750.00	RAH	01/06/20	\$ 750.00	32.26%	\$ 242.19	67.74%	\$ 508.08	\$ 508.08	\$ 127.02	\$ 127.02	\$ 127.02	\$ 127.02
2	Soft	FILING 01	RAH	Actec Consultants	Test Holes (CH)	77373	11/21/19	\$ 1,850.00	-	\$ 1,850.00	1107172	12/13/19	\$ 1,850.00	RAH	01/06/20	\$ 1,850.00	32.26%	\$ 598.62	67.74%	\$ 1,251.38	\$ 1,251.38	\$ 313.23	\$ 313.23	\$ 313.23	\$ 313.23
2	Soft	FILING 01	RAH	B & J Surveying	Update Lot Matrix - 26 lots x 6 plans	30823	02/09/20	\$ 22,825.00	-	\$ 22,825.00	1115360	05/29/20	\$ 22,825.00	RAH	05/21/20	\$ 22,825.00	100.00%	\$ 22,825.00	0.00%	-	-	\$ 330.25	\$ 330.25	\$ 330.25	\$ 330.25
2	Soft	FILING 01	RAH	B & J Surveying	Update Lot Matrix - 26 lots x 6 plans	305956	05/28/20	\$ 1,560.00	-	\$ 1,560.00	1161334	06/18/20	\$ 1,560.00	RAH	06/30/20	\$ 1,560.00	100.00%	\$ 1,560.00	0.00%	-	-	-	-	-	-
2	Hard	FILING 02	RAH	Bemas Construction	TAH Filing 1, 201006	Multiple	MULTIPLE	\$ 1,281,259.86	-	\$ 1,62,028.14	Multiple	MULTIPLE	\$ 1,119,231.72	RAH	Multiple	\$ 1,119,231.72	51.18%	\$ 572,850.00	48.82%	\$ 546,381.64	\$ 546,381.64	\$ 136,595.41	\$ 136,595.41	\$ 136,595.41	\$ 136,595.41
2	Hard	FILING 01	RAH	Bemas Construction	TAH Filing 1, 201006	Multiple	MULTIPLE	\$ 281,501.36	-	\$ 281,501.36	Multiple	MULTIPLE	\$ 281,501.36	RAH	Multiple	\$ 281,501.36	51.18%	\$ 143,295.00	48.82%	\$ 136,206.36	\$ 136,206.36	\$ 33,295.00	\$ 33,295.00	\$ 33,295.00	\$ 33,295.00
2	Hard	FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	9431	07/24/20	\$ 1,790.00	-	\$ 1,790.00	1119413	05/21/20	\$ 1,790.00	RAH	08/19/20	\$ 1,790.00	32.26%	\$ 577.39	67.74%	\$ 1,212.61	\$ 1,212.61	\$ 303.15	\$ 303.15	\$ 303.15	\$ 303.15
2	Hard	FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion control	9532	07/31/20	\$ 2,516.10	-	\$ 2,516.10	1119869	08/26/20	\$ 2,516.10	RAH	08/26/20	\$ 2,516.10	32.26%	\$ 811.61	67.						

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% P/MT	PRY AMT	% PRY	PUB AMT	CURVER PMT AMT	STREET	WATER	SANITATION	PARKS & REC	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	SWMP Copy Non CMS	109113	10/01/20	\$ 1,470.00	-	\$ 1,470.00	112504	12/23/20	\$ 1,470.00	RAH	01/09/21	\$ 1,470.00	51.18%	\$ 752.88	51.18%	\$ 717.62	\$ 179.40	\$ 179.40	\$ 179.40	\$ 179.40		
2	Soft	FILING 01	RAH	CMS Environmental Solutions	SWMP Copy Non CMS	112839	12/15/20	\$ 195.00	-	\$ 195.00	112704	01/22/21	\$ 195.00	RAH	08/28/21	\$ 195.00	51.18%	\$ 99.51	48.82%	\$ 95.19	\$ 95.19	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	TAH SWMP	105020	06/12/20	\$ 2,500.00	-	\$ 2,500.00	1118947	08/07/20	\$ 2,500.00	RAH	08/12/20	\$ 2,500.00	32.26%	\$ 806.42	67.74%	\$ 1,693.58	\$ 423.40	\$ 423.40	\$ 423.40	\$ 423.40		
2	Soft	FILING 03	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	110103	03/12/21	\$ 595.00	-	\$ 595.00	ACH 13936	03/12/21	\$ 595.00	RAH	03/12/21	\$ 595.00	51.18%	\$ 305.72	51.18%	\$ 289.28	\$ 145.31	\$ 145.31	\$ 145.31	\$ 145.31		
2	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	116310	03/01/21	\$ 595.00	-	\$ 595.00	ACH 13934	04/02/21	\$ 595.00	RAH	04/02/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
2	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	117742	04/01/21	\$ 595.00	-	\$ 595.00	ACH 16854	05/17/21	\$ 595.00	RAH	05/17/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
2	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	119148	05/01/21	\$ 595.00	-	\$ 595.00	ACH 17837	06/01/21	\$ 595.00	RAH	06/01/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
2	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	120475	06/01/21	\$ 595.00	-	\$ 595.00	ACH 19597	06/28/21	\$ 595.00	RAH	06/28/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
2	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	121843	07/01/21	\$ 595.00	-	\$ 595.00	ACH 21907	06/28/21	\$ 595.00	RAH	06/28/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections	106677	08/01/20	\$ 595.00	-	\$ 595.00	1121134	09/18/20	\$ 595.00	RAH	09/25/20	\$ 595.00	32.26%	\$ 191.93	67.74%	\$ 403.07	\$ 403.07	\$ 100.77	\$ 100.77	\$ 100.77	\$ 100.77	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections	107843	09/01/20	\$ 595.00	-	\$ 595.00	1122606	10/16/20	\$ 595.00	RAH	10/22/20	\$ 595.00	32.26%	\$ 191.93	67.74%	\$ 403.07	\$ 403.07	\$ 100.77	\$ 100.77	\$ 100.77	\$ 100.77	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections	110445	11/01/20	\$ 595.00	-	\$ 595.00	1125563	12/18/20	\$ 595.00	RAH	01/06/21	\$ 595.00	32.26%	\$ 191.93	67.74%	\$ 403.07	\$ 403.07	\$ 100.77	\$ 100.77	\$ 100.77	\$ 100.77	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections	111812	12/01/20	\$ 595.00	-	\$ 595.00	1127044	01/22/21	\$ 595.00	RAH	01/28/21	\$ 595.00	32.26%	\$ 191.93	67.74%	\$ 403.07	\$ 403.07	\$ 100.77	\$ 100.77	\$ 100.77	\$ 100.77	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections	113111	01/01/21	\$ 595.00	-	\$ 595.00	110101	01/12/21	\$ 595.00	RAH	01/12/21	\$ 595.00	32.26%	\$ 191.93	67.74%	\$ 403.07	\$ 403.07	\$ 100.77	\$ 100.77	\$ 100.77	\$ 100.77	
2	Soft	FILING 01	RAH	CMS Environmental Solutions	Weekly + Rain Inspections, Consulting Inspector, NOI	106221	07/13/20	\$ 587.50	-	\$ 587.50	1115493	08/14/20	\$ 587.50	RAH	08/27/20	\$ 587.50	32.26%	\$ 189.51	67.74%	\$ 397.99	\$ 397.99	\$ 99.50	\$ 99.50	\$ 99.50	\$ 99.50	
2	Soft	FILING 01	RAH	CTL Thompson	Phase 1 Environmental & Bio Assessment	532409	01/31/19	\$ 4,300.00	-	\$ 4,300.00	1108548	01/15/20	\$ 4,300.00	RAH	01/22/20	\$ 4,300.00	32.26%	\$ 1,387.04	67.74%	\$ 2,912.96	\$ 2,912.96	\$ 728.24	\$ 728.24	\$ 728.24	\$ 728.24	
2	Soft	FILING 02	RAH	First American Title Insurance Company	Informational Commitment	9954-9954109540	05/07/20	\$ 350.00	-	\$ 350.00	1116707	06/22/21	\$ 350.00	RAH	07/01/21	\$ 350.00	100.00%	\$ 350.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 03	RAH	First American Title Insurance Company	Informational Commitment	9954-9954109541	05/07/20	\$ 350.00	-	\$ 350.00	1116708	06/22/21	\$ 350.00	RAH	07/01/21	\$ 350.00	100.00%	\$ 350.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 01	RAH	HR Green Development	181259 The Aurora Highlands	Multiple	Multiple	\$ 43,640.40	-	\$ 43,640.40	Multiple	Multiple	Multiple	\$ 43,640.40	RAH	Multiple	\$ 43,640.40	41.90%	\$ 18,285.01	58.10%	\$ 25,355.39	\$ 25,355.39	\$ 7,238.85	\$ 6,038.85	\$ 6,038.85	\$ 6,038.85
2	Soft	FILING 02	RAH	HR Green Development	181259 01 The Aurora Highlands - PAZ1, Filing No. 2	Multiple	Multiple	\$ 285,821.00	-	\$ 285,821.00	Multiple	Multiple	Multiple	\$ 285,821.00	RAH	Multiple	\$ 285,821.00	51.18%	\$ 146,290.16	48.82%	\$ 139,530.84	\$ 139,530.84	\$ 34,882.71	\$ 34,882.71	\$ 34,882.71	\$ 34,882.71
2	Hard	FILING 02	RAH	Nelson Pipeline Constructors, LLC	2023-050 TAH F2	Multiple	MULTIPLE	\$ 2,597,470.39	\$ 259,747.04	\$ 2,337,723.35	MULTIPLE	MULTIPLE	\$ 2,337,723.35	RAH	Multiple	\$ 2,337,723.35	31.69%	\$ 740,729.80	58.31%	\$ 1,596,993.55	\$ 1,596,993.55	\$ 121,859.06	\$ 260,728.96	\$ 990,185.16	\$ 192,225.36	
2	Soft	FILING 14	RAH	Norris Design, Inc.	TAH - Filing 14 - Preliminary Plat 0061-01-2622	Multiple	MULTIPLE	\$ 15,917.60	-	\$ 15,917.60	MULTIPLE	MULTIPLE	\$ 15,917.60	RAH	Multiple	\$ 15,917.60	58.94%	\$ 9,318.34	41.06%	\$ 6,599.26	\$ 6,599.26	\$ 1,649.82	\$ 1,649.82	\$ 1,649.82	\$ 1,649.82	
2	Soft	FILING 01	RAH	Norris Design, Inc.	TAH Filing 1 CSP & Plat 0061-01-0155	Multiple	Multiple	\$ 36,532.70	-	\$ 36,532.70	Multiple	Multiple	Multiple	\$ 36,532.70	RAH	Multiple	\$ 36,532.70	19.77%	\$ 7,222.61	80.23%	\$ 29,310.09	\$ 29,310.09	\$ 11,488.58	\$ 3,166.46	\$ 11,488.58	\$ 3,166.46
2	Soft	FILING 02	RAH	Norris Design, Inc.	Tah Filing 2 0061-01-2089	Multiple	Multiple	\$ 94,450.38	-	\$ 94,450.38	Multiple	Multiple	Multiple	\$ 94,450.38	RAH	Multiple	\$ 94,450.38	36.10%	\$ 34,095.98	63.90%	\$ 60,354.40	\$ 60,354.40	\$ 23,246.54	\$ 6,330.66	\$ 23,246.54	\$ 6,330.66
2	Soft	FILING 06	RAH	Norris Design, Inc.	TAH Richmond Filing 1 CSP & Plat (Floodplain) 0061-01-2476	Multiple	Multiple	\$ 15,536.82	-	\$ 15,536.82	Multiple	Multiple	Multiple	\$ 15,536.82	RAH	Multiple	\$ 15,536.82	59.33%	\$ 9,248.42	40.67%	\$ 6,288.40	\$ 6,288.40	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10
2	Hard	FILING 01	RAH	Pave Specialty Company	Concrete Pad and Mailbox Cluster	33337	11/19/20	\$ 11,622.40	-	\$ 11,622.40	1125610	12/18/20	\$ 11,622.40	RAH	12/24/20	\$ 11,622.40	0.00%	\$ -	100.00%	\$ 11,622.40	\$ 11,622.40	\$ -	\$ -	\$ -	\$ -	
2	Hard	FILING 01	RAH	ProSystems Professional Electrical System	Aurora Highlands - Street Lighting Filing 1	Multiple	Multiple	\$ 379,493.00	-	\$ 379,493.00	Multiple	Multiple	Multiple	\$ 379,493.00	RAH	Multiple	\$ 379,493.00	0.00%	\$ -	100.00%	\$ 379,493.00	\$ 379,493.00	\$ 94,873.25	\$ 94,873.25	\$ 94,873.25	\$ 94,873.25
2	Soft	FILING 01	RAH	Rasplant Consulting Services	Dry Utility Consulting	1612	07/12/20	\$ 828.75	-	\$ 828.75	1118980	08/20/20	\$ 828.75	RAH	08/14/20	\$ 828.75	100.00%	\$ 828.75	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 01	RAH	Rasplant Consulting Services	Dry Utility Consulting	39583	05/29/21	\$ 357.50	-	\$ 357.50	1124458	06/29/21	\$ 357.50	RAH	06/29/21	\$ 357.50	100.00%	\$ 357.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	Rasplant Consulting Services	Dry Utility Consulting	2099	07/01/21	\$ 633.75	-	\$ 633.75	1015467	08/16/21	\$ 633.75	RAH	08/16/21	\$ 633.75	100.00%	\$ 633.75	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	State of CO-Dept of Public Health & Envir	Air Pollution Emission Notice Fees	002011224	11/24/20	\$ 286.63	-	\$ 286.63	1124606	11/25/20	\$ 286.63	RAH	12/11/20	\$ 286.63	51.18%	\$ 146.70	48.82%	\$ 139.93	\$ 139.93	\$ 34.98	\$ 34.98	\$ 34.98	\$ 34.98	
2	Soft	FILING 02	RAH	State of CO-Dept of Public Health & Envir	Application Fee for Permit COR401969 TAH Filing 2	WC211120236	08/23/20	\$ 540.00	-	\$ 540.00	1128026	08/23/20	\$ 540.00	RAH	08/23/20	\$ 540.00	100.00%	\$ 540.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	State of CO-Dept of Public Health & Envir	Application Fee for Permit COR401969 TAH Filing 2	WC2111199420	07/27/21	\$ 270.00	-	\$ 270.00	1129536	03/06/21	\$ 270.00	RAH	03/26/21	\$ 270.00	51.18%	\$ 138.81	48.82%	\$ 131.81	\$ 131.81	\$ 32.95	\$ 32.95	\$ 32.95	\$ 32.95	
2	Soft	FILING 01	RAH	State of CO-Dept of Public Health & Envir	Modification Fee for Permit COR409244 TAH Filing 1	WC211107378	06/11/21	\$ 88.00	-	\$ 88.00	1135135	07/23/21	\$ 88.00	RAH	07/28/21	\$ 88.00	32.26%	\$ 28.39	67.74%	\$ 59.61	\$ 59.61	\$ 14.90	\$ 14.90	\$ 14.90	\$ 14.90	
2	Soft	FILING 02	RAH	Jal Energy	New Electric Distribution	12285017	08/17/21	\$ 43,932.54	-	\$ 43,932.54	1133753	06/11/21	\$ 43,932.54	RAH	08/18/21	\$ 43,932.54	100.00%	\$ 43,932.54	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	Jal Energy	New Electric Distribution	1561990	08/13/21	\$ 56,199.00	-	\$ 56,199.00	1139388	08/13/21	\$ 56,199.00	RAH	08/13/21	\$ 56,199.00	100.00%	\$ 56,199.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	Jal Energy	New Electric Distribution	1066340	08/04/21	\$ 106,634.00	-	\$ 106,634.00	1135572	08/04/21	\$ 106,634.00	RAH	08/04/21	\$ 106,634.00	100.00%	\$ 106,634.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	Jal Energy	New Gas Main	12280309	06/17/21	\$ 29,757.88	-	\$ 29,757.88	1133752	06/18/21	\$ 29,757.88	RAH	06/25/21	\$ 29,757.88	100.00%	\$ 29,757.88	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	FILING 02	RAH	Jal Energy	New Gas Main	122116631	07/10/21	\$ 122,116.31	-	\$ 122,116.31	1135013	07/10/21	\$ 122,116.31	RAH	07/10/21	\$ 122,116.31	100.00%	\$ 122,116.31	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Soft	OA In Tract	DRAW 41	Schedio Group	Cost Verification - In Tract Improvements	181106-0983		\$ 9,932.25	-	\$ 9,932.25	Pd Through Draw	01/03/22	\$ 9,932.25	Putte Homes	01/03/22	\$ 9,932.25	0.00%	\$ -	100.00%	\$ 9,932.25	\$ 9,932.25	\$ 2,483.06	\$ 2,483.06	\$ 2,483.06	\$ 2,483.06	
3	Hard	FILING 01	RAH	AG Wassenar	Stormwater Mgmt - Residential F01	Pay App 34	10/18/21	\$ 1,585.00	-	\$ 1,585.00	CAB	Pd Through Draw		\$ 1,585.00	CAB	Pd Through Draw	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	\$ 1,073.73	\$ 268.43	\$ 268.43	\$ 268.43	\$ 268.43
3	Soft	FILING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd & 45th Ave.	339834	09/30/21	\$ 9,033.50	-	\$ 9,033.50	27706	09/30/21	\$ 9,033.50	RAH	09/30/21	\$ 9,033.50	51.18%	\$ 4,623.57	48.82%	\$ 4,409.93	\$ 4,409.93	\$ 1,102.48	\$ 1,102.48	\$ 1,102.48	\$ 1,102.48	
3	Soft	FILING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	339818	09/30/21	\$ 5,147.00	-	\$ 5,147.00	27606	09/30/21	\$ 5,147.00	RAH	09/30/21	\$ 5,147.00	51.18%	\$ 2,634.36	48.82%	\$ 2,512.64	\$ 2,512.64	\$ 628.16	\$ 628.16	\$ 628.16	\$ 628.16	
3	Soft	FILING 02	RAH	AG Wassenar	212006 TAH F2 East 42nd Ave. & Fultondale St	339819	09/30/21	\$ 9,033.50	-	\$ 9,033.50	27606	09/30/21	\$ 9,033.50	RAH	09/30/21	\$ 9,033.50	51.18%	\$ 4,								

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INVT DATE	INVT DATE	INVT AMT	RET/DOB/DFSC	FINAL INVT AMT	CHK NO	INVT DATE	INVT DATE	INVT AMT	PAYOR	DATE CLEARED	VER INVT AMT	% PRI	PRJ AMT	% PUB	PUB AMT	CUR VER INVT AMT	STREETS	WATER	SANITATION	PARKS & REC
4	Hard	FILING 05	Putte	Three Sons Construction	TAH: Filings 4, 5, & 13 Paving - C&G and Sidewalks	MULTIPLE	MULTIPLE	\$ 217,382.40	-	\$ 217,382.40	105644.31	10/11/21	10/11/21	\$ 217,382.40	Putte Homes	10/11/21	\$ 217,382.40	100.00%	0.00%	100.00%	\$ 217,382.40	\$ 217,382.40	\$ -	\$ -	\$ -	\$ -
4	Hard	FILING 05	Putte	Three Sons Construction	TAH: Filings 4, 5, & 13 Paving - C&G and Sidewalks	MULTIPLE	MULTIPLE	\$ 499,882.57	-	\$ 499,882.57	449894.313	10/11/21	10/11/21	\$ 499,882.57	Putte Homes	10/11/21	\$ 499,882.57	100.00%	0.00%	100.00%	\$ 499,882.57	\$ 499,882.57	\$ -	\$ -	\$ -	\$ -
4	Soft	FILING 02	RAH	AG Wassenaar	210106 TAH Filing 1 Aurora Blvd & 45th Avenue	341435	10/11/21	\$ 180.00	-	\$ 180.00	ACH 29596	10/11/21	10/11/21	\$ 180.00	RAH	10/11/21	\$ 180.00	32.26%	\$ 58.06	67.74%	\$ 121.94	\$ 121.94	\$ 30.48	\$ 30.48	\$ 30.48	\$ 30.48
4	Soft	FILING 03	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338462	08/31/21	\$ 9,973.50	-	\$ 9,973.50	ACH 25398	09/20/21	09/20/21	\$ 9,973.50	RAH	09/20/21	\$ 9,973.50	51.29%	\$ 5,129.52	48.70%	\$ 2,163.80	\$ 2,163.80	\$ 519.80	\$ 519.80	\$ 519.80	\$ 519.80
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338462	08/31/21	\$ 9,973.50	-	\$ 9,973.50	ACH 25398	09/20/21	09/20/21	\$ 9,973.50	RAH	09/20/21	\$ 9,973.50	26.43%	\$ 2,635.25	73.57%	\$ 7,338.25	\$ 7,338.25	\$ 1,784.56	\$ 1,784.56	\$ 1,784.56	\$ 1,784.56
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338463	08/31/21	\$ 6,547.00	-	\$ 6,547.00	ACH 25398	09/20/21	09/20/21	\$ 6,547.00	RAH	09/20/21	\$ 6,547.00	28.22%	\$ 1,847.69	71.78%	\$ 4,699.31	\$ 4,699.31	\$ 1,174.83	\$ 1,174.83	\$ 1,174.83	\$ 1,174.83
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341436	10/11/21	\$ 3,595.00	-	\$ 3,595.00	ACH 25996	10/11/21	10/11/21	\$ 3,595.00	RAH	10/11/21	\$ 3,595.00	51.18%	\$ 1,840.01	48.82%	\$ 1,754.99	\$ 1,754.99	\$ 438.75	\$ 438.75	\$ 438.75	\$ 438.75
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341437	10/11/21	\$ 6,990.00	-	\$ 6,990.00	ACH 25996	10/11/21	10/11/21	\$ 6,990.00	RAH	10/11/21	\$ 6,990.00	26.62%	\$ 1,860.48	73.38%	\$ 5,129.52	\$ 5,129.52	\$ 1,282.38	\$ 1,282.38	\$ 1,282.38	\$ 1,282.38
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341438	10/11/21	\$ 10,000.00	-	\$ 10,000.00	ACH 29596	10/11/21	10/11/21	\$ 10,000.00	RAH	10/11/21	\$ 10,000.00	25.98%	\$ 2,597.51	74.02%	\$ 7,402.49	\$ 7,402.49	\$ 1,850.62	\$ 1,850.62	\$ 1,850.62	\$ 1,850.62
4	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337512	08/22/21	\$ 5,040.00	-	\$ 5,040.00	ACH 29101	08/22/21	08/22/21	\$ 5,040.00	RAH	08/22/21	\$ 5,040.00	100.00%	\$ 5,040.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	341968	11/17/21	\$ 16,240.00	-	\$ 16,240.00	ACH 30107	11/17/21	11/17/21	\$ 16,240.00	RAH	11/17/21	\$ 16,240.00	100.00%	\$ 16,240.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2 Lotts	342255	11/24/21	\$ 21,840.00	-	\$ 21,840.00	ACH 30107	11/17/21	11/17/21	\$ 21,840.00	RAH	11/17/21	\$ 21,840.00	100.00%	\$ 21,840.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Hard	FILING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP-2	2021-15.6	10/31/21	\$ 435,025.05	\$ 435,025.05	\$ 391,522.55	MULTIPLE	MULTIPLE	\$ 391,522.55	RAH	MULTIPLE	\$ 391,522.55	0.00%	\$ -	100.00%	\$ 391,522.55	\$ 391,522.55	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	City of Aurora	Civil Plans Revision	658629	10/14/21	\$ 424.00	-	\$ 424.00	113828	11/02/21	11/02/21	\$ 424.00	RAH	11/02/21	\$ 424.00	51.18%	\$ 217.01	48.82%	\$ 206.99	\$ 206.99	\$ 51.75	\$ 51.75	\$ 51.75	\$ 51.75
4	Hard	FILING 02	RAH	Aurora Highlands 2020-12 - Silt Fence Maintenance	1668	09/03/21	\$ 1,521.30	-	\$ 1,521.30	113747	09/17/21	09/17/21	\$ 1,521.30	RAH	09/29/21	\$ 1,521.30	51.18%	\$ 769.59	48.82%	\$ 751.71	\$ 751.71	\$ 185.65	\$ 185.65	\$ 185.65	\$ 185.65	
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1677	09/03/21	\$ 600.00	-	\$ 600.00	1137492	09/24/21	09/24/21	\$ 600.00	RAH	09/29/21	\$ 600.00	51.18%	\$ 307.09	48.82%	\$ 292.91	\$ 292.91	\$ 73.23	\$ 73.23	\$ 73.23	\$ 73.23
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1702	09/15/21	\$ 1,000.00	-	\$ 1,000.00	1137492	09/24/21	09/24/21	\$ 1,000.00	RAH	09/29/21	\$ 1,000.00	51.18%	\$ 511.82	48.82%	\$ 488.18	\$ 488.18	\$ 122.04	\$ 122.04	\$ 122.04	\$ 122.04
4	Hard	FILING 02	RAH	Aurora Highlands 2020-12 - Street Sweeping	1715	09/15/21	\$ 900.00	-	\$ 900.00	1137492	09/24/21	09/24/21	\$ 900.00	RAH	09/29/21	\$ 900.00	51.18%	\$ 460.64	48.82%	\$ 439.36	\$ 439.36	\$ 109.84	\$ 109.84	\$ 109.84	\$ 109.84	
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Aurora Hlgens 2020-13 - Installed Added Missing Street Signs	1712	09/15/21	\$ 800.00	-	\$ 800.00	1137492	09/24/21	09/24/21	\$ 800.00	RAH	09/29/21	\$ 800.00	0.00%	\$ -	100.00%	\$ 800.00	\$ 800.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	General Erosion Control	1708	09/15/21	\$ 3,329.48	-	\$ 3,329.48	1137492	09/24/21	09/24/21	\$ 3,329.48	RAH	09/29/21	\$ 3,329.48	51.18%	\$ 1,704.11	48.82%	\$ 1,625.37	\$ 1,625.37	\$ 406.34	\$ 406.34	\$ 406.34	\$ 406.34
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	General Erosion Control	1711	09/15/21	\$ 2,560.00	-	\$ 2,560.00	1137492	09/24/21	09/24/21	\$ 2,560.00	RAH	09/29/21	\$ 2,560.00	51.18%	\$ 1,369.89	48.82%	\$ 1,360.61	\$ 1,360.61	\$ 922.65	\$ 922.65	\$ 922.65	\$ 922.65
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Install Erosion Control Blanket with Seed	1774	11/04/21	\$ 5,000.00	-	\$ 5,000.00	1139274	12/01/21	12/01/21	\$ 5,000.00	RAH	12/01/21	\$ 5,000.00	51.18%	\$ 2,599.12	48.82%	\$ 2,440.88	\$ 2,440.88	\$ 610.21	\$ 610.21	\$ 610.21	\$ 610.21
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Install Silt Fence at back of curb	1765	11/04/21	\$ 5,357.50	-	\$ 5,357.50	1139274	12/01/21	12/01/21	\$ 5,357.50	RAH	12/01/21	\$ 5,357.50	0.00%	\$ -	100.00%	\$ 5,357.50	\$ 5,357.50	\$ 1,339.38	\$ 1,339.38	\$ 1,339.38	\$ 1,339.38
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Install Silt Fence at back of curb and gutter	1776	11/04/21	\$ 16,900.00	-	\$ 16,900.00	1139274	12/01/21	12/01/21	\$ 16,900.00	RAH	12/01/21	\$ 16,900.00	0.00%	\$ -	100.00%	\$ 16,900.00	\$ 16,900.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Installed 1 mudmat at base tie ins	1762	11/04/21	\$ 2,200.00	-	\$ 2,200.00	1139274	12/01/21	12/01/21	\$ 2,200.00	RAH	12/01/21	\$ 2,200.00	51.18%	\$ 1,126.01	48.82%	\$ 1,073.99	\$ 1,073.99	\$ 268.50	\$ 268.50	\$ 268.50	\$ 268.50
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Installed blocks at 9 inlets, 62 blocks	1746	11/05/21	\$ 4,300.00	-	\$ 4,300.00	1139274	12/01/21	12/01/21	\$ 4,300.00	RAH	12/01/21	\$ 4,300.00	51.18%	\$ 2,200.84	48.82%	\$ 2,099.16	\$ 2,099.16	\$ 524.79	\$ 524.79	\$ 524.79	\$ 524.79
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	124281	09/01/21	\$ 595.00	-	\$ 595.00	ACH 29500	10/04/21	10/04/21	\$ 595.00	RAH	10/04/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections & SWMP Amendment	125258	10/01/21	\$ 1,795.00	-	\$ 1,795.00	ACH 29501	11/01/21	11/01/21	\$ 1,795.00	RAH	11/01/21	\$ 1,795.00	51.18%	\$ 918.72	48.82%	\$ 876.28	\$ 876.28	\$ 219.07	\$ 219.07	\$ 219.07	\$ 219.07
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections & SWMP Amendment	126859	12/01/21	\$ 1,795.00	-	\$ 1,795.00	ACH 31187	12/01/21	12/01/21	\$ 1,795.00	RAH	12/01/21	\$ 1,795.00	51.18%	\$ 918.72	48.82%	\$ 876.28	\$ 876.28	\$ 219.07	\$ 219.07	\$ 219.07	\$ 219.07
4	Hard	FILING 02	RAH	Liberty Infrastructure LLC	Manhole Grade Rings	211001-11-021	11/10/21	\$ 1,692.88	\$ 89.42	\$ 1,692.88	ACH 29605	11/15/21	11/15/21	\$ 1,692.88	RAH	11/15/21	\$ 1,692.88	0.00%	\$ -	100.00%	\$ 1,692.88	\$ 1,692.88	\$ -	\$ -	\$ -	\$ -
4	Hard	FILING 02	RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FILING 1 210106	MULTIPLE	MULTIPLE	\$ 5,271.54	\$ (63,186.55)	\$ 68,458.09	MULTIPLE	MULTIPLE	\$ 68,458.09	RAH	MULTIPLE	\$ 68,458.09	69.18%	\$ (47,356.41)	169.18%	\$ 115,814.50	\$ 115,814.50	\$ (23,013.40)	\$ 149,914.16	\$ (10,847.91)	\$ (238.36)	
4	Hard	FILING 02	RAH	Nelson Pipeline Constructors, LLC	TAH: Filings 4, 5, & 13 - Erosion Control	634823	12/12/21	\$ 58,819.30	\$ 424,126.00	\$ 482,945.30	MULTIPLE	MULTIPLE	\$ 482,945.30	RAH	MULTIPLE	\$ 482,945.30	0.00%	\$ -	100.00%	\$ 482,945.30	\$ 482,945.30	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	Norris Design, Inc.	Tah Filing 2 0061-01-2089	MULTIPLE	MULTIPLE	\$ 87.50	\$ -	\$ 87.50	ACH	10/18/21	10/18/21	\$ 87.50	RAH	10/18/21	\$ 87.50	100.00%	\$ (6,067.44)	200.00%	\$ 6,152.44	\$ 6,152.44	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11
4	Hard	FILING 02	RAH	ProSystems Professional Electrical System	Aurora Highlands - Street Lighting Filing 2	2	11/19/21	\$ 208,248.75	\$ 23,280.13	\$ 184,968.62	ACH	12/15/21	12/15/21	\$ 184,968.62	RAH	12/15/21	\$ 184,968.62	100.00%	\$ -	0.00%	\$ 184,968.62	\$ 184,968.62	\$ -	\$ -	\$ -	\$ -
4	Hard	FILING 02	RAH	Esposito Consulting Services	Excel Gas Main Extension	1031627	08/25/21	\$ 59,940.00	\$ -	\$ 59,940.00	1136343	08/26/21	08/26/21	\$ 59,940.00	RAH	09/03/21	\$ 59,940.00	100.00%	\$ 59,940.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Soft	FILING 10	Bridgewater	Actec Consultants	Actec Consultants	123681	01/10/21	\$ 2,360.00	-	\$ 2,360.00	MULTIPLE	MULTIPLE	\$ 2,360.00	RAH	MULTIPLE	\$ 2,360.00	0.00%	\$ -	100.00%	\$ 2,360.00	\$ 2,360.00	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 10	Bridgewater	Actec Consultants	TAH Filing 10 -	MULTIPLE	MULTIPLE	\$ 27,360.00	-	\$ 27,360.00	MULTIPLE	MULTIPLE	\$ 27,360.00	RAH	MULTIPLE	\$ 27,360.00	0.00%	\$ -	100.00%	\$ 27,360.00	\$ 27,360.00	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 10	Bridgewater	Nelson Pipeline Constructors, LLC	FILING 10 - Infrastructure	MULTIPLE	MULTIPLE	\$ 774,426.00	\$ 38,721.30	\$ 735,704.70	MULTIPLE	MULTIPLE	\$ 735,704.70	RAH	MULTIPLE	\$ 735,704.70	46.33%	\$ 12,674.91	53.67%	\$ 14,685.09	\$ 14,685.09	\$ 1,019.80	\$ 1,019.80	\$ 1,019.80	\$ 1,019.80	
4	Hard	FILING 10	Bridgewater	Actec Consultants	FILING 10 - Erosion Control	MULTIPLE	MULTIPLE	\$ 590.00	-	\$ 590.00	MULTIPLE	MULTIPLE	\$ 590.00	RAH	MULTIPLE	\$ 590.00	0.00%	\$ -	100.00%	\$ 590.00	\$ 590.00	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 04	Putte	Actec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 508.97	-	\$ 508.97	Vendor Stmt	MULTIPLE	MULTIPLE	\$ 508.97	Putte Homes	MULTIPLE	\$ 508.97	35.40%	\$ 180.16	64.60%	\$ 328.81	\$ 328.81	\$ -	\$ -	\$ -	\$ -
4	Soft	FILING 05	Putte	Actec Consultants	164721-02 Aurora Highlands Filing 4-13	MULTIPLE	MULTIPLE	\$ 1,910.37	-	\$ 1,910.37	Vendor Stmt	MULTIPLE	MULTIPLE	\$ 1,910.37	Putte Homes	MULTIPLE	\$ 1,910.37	35.40%	\$ 676.20	64.60%	\$ 1,234.16	\$ 1,234.16	\$ -	\$ -	\$ -	\$ -

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
TOTALS for VERIFICATION NO 4 -->								\$ 6,832,004.80	\$ 551,270.01	\$ 6,280,734.79			\$ 5,415,228.59			\$ 5,415,228.59		\$ 1,191,450.54		\$ 5,089,284.26	\$ 4,353,622.20	\$ 2,404,419.87	\$ 1,056,513.20	\$ 491,374.60	\$ 401,314.53
TOTALS for VERIFICATION NO 5 -->								\$ 2,418,091.27	\$ 125,892.18	\$ 2,292,199.14			\$ 1,492,795.03			\$ 1,531,952.12		\$ 466,894.70		\$ 1,825,304.44	\$ 1,067,440.67	\$ 898,447.66	\$ 63,249.04	\$ 52,454.45	\$ 53,289.52

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropis Area Coordinating Metropolitan District, City of Aurora, Colorado, prepared by McGeady Becher, P.C., approved October 16, 2017

DISTRICT AGREEMENTS

- Capital Construction and Reimbursement Agreement (In-Tract Improvements), by and between The Aurora Highlands Community Board and Aurora Highlands, LLC, effective June 24, 2020
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Authority Board, Aurora Highlands, LLC, and Pulte Home Company, LLC, effective May 10, 2021
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Board, Aurora Highlands, LLC, and Richmond American Homes of Colorado, Inc., effective April 10, 2020

PROFESSIONAL REPORTS

- The Aurora Highlands, Filing No. 2, Stormwater Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020

LAND SURVEY DRAWINGS

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020

- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc., dated March 17, 2021

CIVIL ENGINEERING DRAWINGS

- The Aurora Highlands Contextual Site Plan No. 1, prepared by HR Green Development, LLC, dated February 20, 2019
- The Aurora Highlands Subdivision Filing No. 1 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 19, 2020
- The Aurora Highlands Subdivision Filing No. 2 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020
- The Aurora Highlands Subdivision Filing No. 4 Area Grading Plan, prepared by HR Green Development, LLC, dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 5 Area Grading Plan, prepared by HR Green Development, LLC, dated August 18, 2020
- The Aurora Highlands Subdivision Filing No. 8 Area Grading Plan, prepared by HR Green Development, LLC, dated December 18, 2020
- The Aurora Highlands Subdivision Filing No. 4 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 25, 2021
- The Aurora Highlands Subdivision Filing No. 5 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved April 7, 2021

CONSULTANT CONTRACTS

- Aztec Consultants, Inc., Work Order for Surveying Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- CTL Thompson Inc., Work Order for Construction Testing and Observation Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- Contour Services, LLC, Work Order for Construction Management Services, The Aurora Highlands Filing 4, 5, and 8, dated March 31, 2021, Fully Executed
- HG Green Development, LLC, Statement of Services for Engineering and Surveying Services for TAH 4 5 8 13, dated December 18, 2020, Fully Executed
- Norris Design, Scope of Work for Planning Services and Landscape Architectural Services, dated November 24, 2020, Fully Executed

CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed

CONTRACTOR CONTRACTS

- Public Service Company of Colorado d/b/a Xcel Energy, On-Site Distribution Extension Agreement (Electric), executed March 9, 2020
- Public Service Company of Colorado d/b/a Xcel Energy, Frost Agreement, executed March 31, 2020
- Qwest Corporation d/b/a CenturyLink QC, Provisioning Agreement for Housing Developments, to provide distribution facilities to 118 planned units, dated June 16, 2020
- Stormwater Logistics, Inc., Work Order for Erosion Control Installation and Maintenance for TAH Filings 4, 5, & 8, dated March 12, 2021, Fully Executed

CONTRACTOR PAY APPLICATIONS

- AACMD Draws 1-42
- Bridgewater Homes Pay Applications
 - o Nelson Pipeline, Pay Application Nos. 1-4, dated December 21, 2021 through February 26, 2022
 - o Stormwater Risk Management, Pay Application Nos. 1-3, dated November 22, 2021 through January 24, 2022
- Pulte Homes Pay Applications
 - o Brightview Landscape Development, Pay Application Nos. 1-5, dated October 31, 2021 through February 28, 2022
 - o Fiore and Sons, Pay Application Nos. 1-10, dated April 1, 2021 through January 24, 2022
 - o Martin Marietta, Pay Application Nos 1 & 2, dated October 25, 2021 through November 25, 2021
 - o Nelson Pipeline Constructors, Pay Application Nos. 1-9, dated June 1, 2021 through January 24, 2022
 - o Pro Systems, Pay Application No. 1, dated November 19, 2021
 - o Stormwater Risk Management, Pay Application Nos. 1-12, dated June 1, 2021 through February 21, 2022
 - o Three Sons Construction, Pay Application Nos. 1 & 2, dated October 30, 2021 through November 30, 2021
- Richmond American Homes Pay Applications
 - o Alpine Civil Construction, Pay Application Nos. 1-3, dated June 17, 2020 through September 30, 2020
 - o Alpine Civil Construction, Pay Application Nos. 1-6, dated May 28, 2021 through October 31, 2021
 - o Bemas Construction, Pay Application Nos. 1 & 2, dated February 24, 2020 through March 24, 2020

- Bemas Construction, Pay application Nos. 1-4, dated January 25, 2021 through April 26, 2021
- Brightview Landscape Development, Pay Application No. 1, dated November 19, 2020
- Integrated Wall Solutions, Pay Application Nos. 1-2, dated July 25, 2020 through August 25, 2020
- Liberty Infrastructure LLC, Pay Application Nos. 1-12, through October 25, 2020
- Nelson Pipeline Constructors, Pay Application Nos. 1-7, dated March 23, 2021 through November 16, 2021
- ProSystems Professional Electrical Systems, Inc., Pay Application Nos. 1 & 2, dated October 8, 2020 through December 21, 2020
- ProSystems Professional Electrical Systems, Inc., Pay Application No. 1, through November 19, 2021

PROJECT FUND REQUISITION

Requisition No. 6

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
IN THE CITY OF AURORA
ADAMS COUNTY, COLORADO
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A**

The above captioned bonds were issued pursuant to an Indenture of Trust dated December 22, 2021 (the "Indenture") between The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the "Authority"), and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee ("Trustee"). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The total amount hereby requisitioned by the Authority from the Project Fund pursuant to this Project Fund Requisition is \$4,353,622.20 (the "Requisitioned Amount").

2. The Requisitioned Amount is for the purpose(s) of *[check applicable box and complete information if required]*:

☒ Paying or reimbursing the following individual or entity ("Person"): *[If this box is checked, please provide the following information with respect to the Person to whom funds are to be disbursed:*

(i) The name and address of the Person to whom payment is due or has been made is as follows:

The Aurora Highlands, LLC
6985 S. Pecos Road
Las Vegas, NV 89120

(ii) Payment is due to the above Person for *[briefly describe the nature of the obligation and the applicable Public Improvements]*:

Repayment of principal per Capital Construction and Reimbursement Agreement (In-Tract Improvements) per attached Cost Certification No.4.

☐ Depositing moneys into the Construction Reserve Account

3. The Requisitioned Amount shall be disbursed by the Trustee pursuant to the following instructions: *[Provide wire transfer or other transmission instructions]*:

Wiring instructions previously provided.

4. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and has or have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the Authority the undersigned Authority Representative or Authority President, as applicable, by its execution hereof hereby: (i) certifies that the Authority has reviewed the wire instructions or other payment information set forth in paragraph 3 of this Project Fund Requisition and confirms that such wire instructions or other payment information is accurate; (ii) agrees that the Authority will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee's disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions or other payment information provided herein; and (iii) agrees that the Authority will not seek recourse from the Trustee as a result of losses incurred by the Authority arising from the Trustee's disbursement of funds in accordance with this Project Fund Requisition and the instructions contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 23th day of February 2022.

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

DocuSigned by:



45F4943B33D44F2

Authority Representative or President

Name: Matt Hopper



Authority Accountant

Name of Firm: CliftonLarsonAllen LLP

Name/Title: Zachary Leavitt, District Accountant

[Signature Page to Project Fund Requisition No. 6]



**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD
AND
AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT**

**ENGINEER'S REPORT AND VERIFICATION OF COSTS
ASSOCIATED WITH PUBLIC IMPROVEMENTS**

**IN-TRACT IMPROVEMENTS
IN TRACT HOME BUILDER EXPENSES**

PREPARED BY:

SCHEDIO GROUP LLC

808 9TH STREET

GREELEY, COLORADO 80631

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY

STATE OF COLORADO

LICENSE NO. 44349

DATE PREPARED: February 13, 2022 (Revised February 17, 2022)

PROJECT: 181106 AAMCD (IN-TRACT)

Engineer's Report and Verification of Costs No. 4



TABLE OF CONTENTS

ENGINEER’S REPORT

INTRODUCTION 1

SUMMARY OF FINDINGS 1

DETERMINATION OF PUBLIC PRORATION PERCENTAGES.....3

VERIFICATION OF COSTS 3

VERIFICATION OF PAYMENTS 3

VERIFICATION OF CONSTRUCTION 3

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES 3

ENGINEER’S VERIFICATION

ENGINEER’S VERIFICATION 4

EXHIBIT A

SUMMARY OF COSTS REVIEWED 5

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED 10



ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs, commonly referred to as "In-Tract Expenses", that are eligible to be paid for by Series B bonds. This Report is the 4th deliverable associated with the MSA.

The Capital Construction and Reimbursement Agreement (In-Tract Improvements) between The Aurora Highlands Community Authority Board ("CAB") and Aurora Highlands, LLC ("Developer") entered into June 24, 2020 states, "The Developer intends to enter into a Waiver and Release of Reimbursement Rights agreement with every Builder pursuant to which the Builder will agree to separately design, construct, and fund certain of the IN-Tract Improvements..."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Pulte Home Company, LLC ("Pulte Homes" and "Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

The Waiver and Release of Reimbursement Rights between The Aurora Highlands Community Authority Board ("CAB"), Aurora Highlands, LLC ("Developer") and Richmond American Homes of Colorado, Inc. ("Builder") states, "The Builder hereby irrevocably and perpetually consents, grants, transfers and pledges to the Developer all right, title and interest of the Builder, in and to any reimbursement of costs incurred in the planning, design, engineering, testing, construction, and installation of the In-Tract Improvements."

As a result of the three agreements referenced above, reimbursements associated with costs verified herein as associated with the design and construction of In-Tract Public Improvements will be reimbursed by the CAB to the Developer.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$22,901,353.55 of incurred expenses associated with In-Tract Improvements. Of the \$22,901,353.55 reviewed, Schedio Group has verified \$16,122,089.16 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer, to date, is \$16,805,118.03.

Per *The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 3* ("ERV3"), prepared by Schedio Group LLC and dated October 13, 2021, Schedio Group reviewed a total of \$17,520,819.28 of incurred expenses associated with In-Tract Improvements. The total amount reviewed for ERV2 has been revised to \$16,580,576.76. This revision was necessary as several invoices in ERV2 lacked proofs of payments at the time that ERV3 was finalized. Of the \$16,580,576.76



reviewed, Schedio Group had verified \$11,638,168.23 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$11,638,168.23.

Regarding this Report, Schedio Group has reviewed \$6,750,581.59 of incurred expenses associated with In-Tract Improvements from the following sources:

Pulte Homes	in the amount of	\$ 5,155,900.66
Richmond American Homes	in the amount of	\$ 1,268,454.94

Of the \$6,320,776.79 reviewed, Schedio Group has verified **\$4,353,622.20** as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$4,353,622.20**. See *Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source* and *Figure 2 – Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category* below.

SOURCE	TOT VER PUB AMT	PREV VER PUB AMT	CUR VER PUB AMT
DRAWS			
Draws 1-30 (Revised) + Past Expenses	\$ 479,621.06	\$ 479,621.06	\$ -
Draws 31-40	\$ 171,365.34	\$ 171,365.34	\$ -
Draw 41 (Ver No. 3)	\$ 11,005.98	\$ 11,005.98	\$ 0.00
Draw 42	\$ 130,298.73	\$ -	\$ 130,298.73
HOME BUILDER EXPENSES			
Bridgewater Homes - Filing 10 - Ver No. 2	\$ -		
Pulte Homes - All Filings - Ver No. 2 - All Filings	\$ 845,937.86	\$ 845,937.86	\$ -
Pulte Homes - All Filings - Ver No. 4 - All Filings	\$ 3,034,197.92	\$ -	\$ 3,034,197.92
Richmond American Homes - Ver No. 1 - All Filings	\$ 4,978,906.39	\$ 4,978,906.39	\$ -
Richmond American Homes - Ver No. 2 - All Filings	\$ 4,045,673.57	\$ 4,045,673.57	\$ -
Richmond American Homes - Ver No. 3 - All Filings	\$ 1,105,658.04	\$ 1,105,658.04	\$ 0.00
Richmond American Homes - Ver No. 4 - All Filings	\$ 1,319,424.28	\$ -	\$ 1,319,424.28
TOTALS -->	\$ 16,122,089.16	\$ 11,638,168.23	\$ 4,483,920.94

Figure 1 - Summary of Verified In-Tract Public Improvements Segregated by Source

	TOTAL AMT VERIFIED (Verification Nos. 1 through 4)	PREVIOUS AMT VERIFIED (Verification Nos. 1 & 3)	CURRENT AMT VERIFIED (Verification No. 4)
SOFT AND INDIRECT COSTS			
Streets	\$ 607,843.32	\$ 548,458.91	\$ 59,384.40
Water	\$ 402,216.16	\$ 360,485.86	\$ 41,730.29
Sanitary Sewer	\$ 427,836.53	\$ 378,316.95	\$ 49,519.59
Parks and Recreation	\$ 425,078.28	\$ 390,581.86	\$ 34,496.43
TOTAL SOFT AND INDIRECT COSTS -->	\$ 1,862,974.29	\$ 1,677,843.58	\$ 185,130.71
HARD COSTS			
Streets	\$ 7,601,578.74	\$ 5,256,543.27	\$ 2,345,035.47
Water	\$ 2,607,769.22	\$ 1,592,986.32	\$ 1,014,782.90
Sanitary Sewer	\$ 2,444,478.99	\$ 2,002,623.98	\$ 441,855.01
Parks and Recreation	\$ 1,474,989.18	\$ 1,108,171.08	\$ 366,818.11
TOTAL HARD COSTS -->	\$ 14,128,816.13	\$ 9,960,324.65	\$ 4,168,491.49
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 8,209,422.06	\$ 5,805,002.18	\$ 2,404,419.87
Water	\$ 3,009,985.38	\$ 1,953,472.18	\$ 1,056,513.20
Sanitary Sewer	\$ 2,872,315.52	\$ 2,380,940.93	\$ 491,374.60
Parks and Recreation	\$ 1,900,067.47	\$ 1,498,752.94	\$ 401,314.53
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 15,991,790.43	\$ 11,638,168.23	\$ 4,353,622.20

Figure 2 - Summary of Verified Soft, Indirect and Hard Costs Segregated by Service Plan Category

As a result, Schedio Group recommends that **\$4,353,622.20** be reimbursed from the CAB to the Developer.



DETERMINATION OF PUBLIC PRORATION PERCENTAGES

The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the plats. See *Figure 3 – Determination of Public Proration Percentages* below.

FILING	TOTAL OVERALL AREA	TOTAL PRIVATE AREA	% PRI	TOTAL PUBLIC AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1,959,280	631,998	32.26%	1,327,282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2,595,570	1,328,476	51.18%	1,267,094	48.82%
The Aurora Highlands Subdivision Filing No. 04	180,302	84,729	46.99%	95,573	53.01%
The Aurora Highlands Subdivision Filing No. 05	676,744	308,421	45.57%	368,323	54.43%
The Aurora Highlands Subdivision Filing No. 06	370,093	220,301	59.53%	149,792	40.47%
The Aurora Highlands Subdivision Filing No. 08	1,640,462	1,022,831	62.35%	659,722	40.22%
The Aurora Highlands Subdivision Filing No. 10	2,699,670	1,449,009	53.67%	1,250,661	53.67%
The Aurora Highlands Subdivision Filing No. 11	675,049	-	0.00%	675,049	100.00%
The Aurora Highlands Subdivision Filing No. 13	93,316	93,316	100.00%	-	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253024	58.54%	887394	41.46%
The Aurora Highlands Subdivision Filing No. 16	3069264	1942984	63.30%	1126280	36.70%

Figure 3 - Determination of Public Proration Percentages

Public Proration Percentages were calculated and applied as deemed appropriate by Schedio Group.

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

Schedio Group verified proofs of payments totaling \$6,320,776.79 associated with costs reviewed in this Report. Of the \$6,750,581.59 in verified payments, \$4,353,622.20 was associated with the design and construction of Public Improvements.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on February 7, 2022. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

Schedio Group reserves the right to revise or amend this report should additional information become available that would warrant such.



ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group, LLC (the Independent Consulting Engineer) states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated February 13, 2022 (revised February 17, 2022).

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that In-Tract Public Improvements considered in the attached Engineer's Report, from August 22, 2021 to February 1, 2022 are reasonably valued at **\$4,353,622.20**.

In the opinion of the Independent Consulting Engineer, the above stated value for soft, indirect and hard costs associated with the design and construction of the In-Tract Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales and is eligible for Developer Reimbursement by The Aurora Highlands Community Authority Board to Aurora Highlands, LLC.

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of \$4,353,622.20 related to:

- The Aurora Highlands In-Tract Public Improvements in the amount of \$4,353,622.20.

February 13, 2022 (Revised February 17, 2022)

Timothy A. McCarthy, P.E.

Colorado License No. 44349



EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

In Tract Expenses - Verification No. 4																									1/4 Splits	25.00%	25.00%	25.00%	25.00%
																									1/2 Splits	33.33%	33.33%	33.33%	33.33%
																									1/2 Splits	50.00%	50.00%	50.00%	50.00%
																									1/4 Splits	100.00%	100.00%	100.00%	100.00%
VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PMI AMT	% PUB	PMI AMT	PREV AMT	AMT REV BY PPP CHANGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC		
3	Hard	OA In Tract	DRAW 41	Schedio Group	Cost Verification - In Tract Improvements	181106-0983	10/19/21	\$ 9,932.25	-	\$ 9,932.25		01/03/22	\$ 9,932.25	Itc Hom	01/03/22	\$ 9,932.25	0.00%	-	100.00%	\$ 9,932.25	-	-	\$ 9,932.25	2,483.06	2,483.06	2,483.06	2,483.06		
3	Hard	OA In Tract	DRAW 41	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 34	10/18/21	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Soft	FILING 01	DRAWS 1-30	Artec	Filing 5 Construction Drawings	79795	01/17/20	\$ 2,250.00	-	\$ 2,250.00			\$ 2,250.00	CAB	Pd Through Draw	NA	\$ 2,250.00	30.19%	\$ 679.37	69.81%	\$ 1,570.63	-	-	\$ 1,570.63	392.66	392.66	392.66	392.66	
1	Soft	FILING 01	DRAWS 1-30	Contour	Residential F1 EWEC - T036	1056-19	01/24/20	\$ 563.00	-	\$ 563.00			\$ 563.00	CAB	Pd Through Draw	NA	\$ 563.00	32.26%	\$ 181.60	67.74%	\$ 381.40	-	-	\$ 381.40	95.35	95.35	95.35	95.35	
1	Soft	FILING 01	DRAWS 1-30	Contour	Residential F1 EWEC - T036	1056-20	02/26/20	\$ 7,712.00	-	\$ 7,712.00			\$ 7,712.00	CAB	Pd Through Draw	NA	\$ 7,712.00	32.26%	\$ 2,487.63	67.74%	\$ 5,224.37	-	-	\$ 5,224.37	1,306.09	1,306.09	1,306.09	1,306.09	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 1	01/24/20	\$ 5,823.00	\$ 291.15	\$ 5,531.85			\$ 5,531.85	CAB	Pd Through Draw	NA	\$ 5,531.85	0.00%	-	100.00%	\$ 5,531.85	-	-	\$ 5,531.85	1,382.96	1,382.96	1,382.96	1,382.96	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 2	02/24/20	\$ 4,477.92	\$ 235.68	\$ 4,242.24			\$ 4,242.92	CAB	Pd Through Draw	NA	\$ 4,242.92	23.84%	\$ 1,045.00	76.16%	\$ 3,197.92	-	-	\$ 3,197.92	795.27	795.27	795.27	795.27	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 3	03/24/20	\$ 5,821.05	\$ 291.05	\$ 5,530.00			\$ 5,530.00	CAB	Pd Through Draw	NA	\$ 5,530.00	7.23%	\$ 400.00	92.77%	\$ 5,130.00	-	-	\$ 5,130.00	1,282.50	1,282.50	1,282.50	1,282.50	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 15	03/25/20	\$ 5,580.00	-	\$ 5,580.00			\$ 5,580.00	CAB	Pd Through Draw	NA	\$ 5,580.00	32.26%	\$ 1,799.92	67.74%	\$ 3,780.08	-	-	\$ 3,780.08	945.02	945.02	945.02	945.02	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 16	04/28/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 4	04/28/20	\$ 15,806.78	\$ 790.34	\$ 15,016.44			\$ 15,016.44	CAB	Pd Through Draw	NA	\$ 15,016.44	14.09%	\$ 2,115.17	85.91%	\$ 12,901.27	-	-	\$ 12,901.27	3,225.32	3,225.32	3,225.32	3,225.32	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 5	05/26/20	\$ 7,074.33	\$ 353.71	\$ 6,720.62			\$ 6,720.62	CAB	Pd Through Draw	NA	\$ 6,720.62	36.75%	\$ 2,470.00	63.25%	\$ 4,250.62	-	-	\$ 4,250.62	1,062.63	1,062.63	1,062.63	1,062.63	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 17	05/27/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 6	06/24/20	\$ 8,039.40	\$ 401.97	\$ 7,637.43			\$ 7,637.43	CAB	Pd Through Draw	NA	\$ 7,637.43	43.74%	\$ 3,340.52	56.26%	\$ 4,296.91	-	-	\$ 4,296.91	1,074.23	1,074.23	1,074.23	1,074.23	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 18	06/30/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 7	07/28/20	\$ 6,016.20	\$ 300.81	\$ 5,715.39			\$ 5,715.39	CAB	Pd Through Draw	NA	\$ 5,715.39	0.00%	-	100.00%	\$ 5,715.39	-	-	\$ 5,715.39	1,428.85	1,428.85	1,428.85	1,428.85	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 19	07/31/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 20	08/31/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 21	09/28/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 22	10/13/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Residential F1 - P1 & P2 EWEC	Pay App 8	10/31/20	\$ 960.00	\$ 48.00	\$ 912.00			\$ 912.00	CAB	Pd Through Draw	NA	\$ 912.00	0.00%	-	100.00%	\$ 912.00	-	-	\$ 912.00	228.00	228.00	228.00	228.00	
1	Hard	FILING 01	DRAWS 1-30	Stormwater Risk Management	Stormwater Mgmt - Residential F01	Pay App 23	11/30/20	\$ 1,585.00	-	\$ 1,585.00			\$ 1,585.00	CAB	Pd Through Draw	NA	\$ 1,585.00	32.26%	\$ 511.27	67.74%	\$ 1,073.73	-	-	\$ 1,073.73	268.43	268.43	268.43	268.43	
1	Soft	FILING 01	DRAWS 1-30	Summit Strategies	Residential Filing 01 - CM Mgmt	Draws 1-30	Multiple	\$ 1,897.00	-	\$ 1,897.00			\$ 1,897.00	CAB	Pd Through Draw	NA	\$ 1,897.00	30.19%	\$ 572.78	69.81%	\$ 1,324.22	-	-	\$ 1,324.22	331.06	331.06	331.06	331.06	
1	Soft	FILING 04	DRAWS 1-30	Terra Forms Solutions	Residential Filing 01 - CM Mgmt	Draws 1-30	Multiple	\$ 10,660.25	-	\$ 10,660.25			\$ 10,660.25	CAB	Pd Through Draw	NA	\$ 10,660.25	30.19%	\$ 3,218.78	69.81%	\$ 7,441.47	-	-	\$ 7,441.47	1,860.37	1,860.37	1,860.37	1,860.37	
1	Soft	FILING 04	DRAWS 1-30	City of Aurora	Filing 04 Plan Review Fees	608134	05/22/20	\$ 9,040.00	-	\$ 9,040.00			\$ 9,040.00	CAB	Pd Through Draw	NA	\$ 9,040.00	46.99%	\$ 4,248.15	53.01%	\$ 4,791.85	-	-	\$ 4,791.85	1,197.96	1,197.96	1,197.96	1,197.96	
1	Soft	FILING 04	DRAWS 1-30	HR Green Development	Engineering Services Filing 4	138810	10/20/20	\$ 67,960.06	-	\$ 67,960.06			\$ 67,960.06	CAB	Pd Through Draw	NA	\$ 67,960.06	0.00%	-	100.00%	\$ 67,960.06	-	-	\$ 67,960.06	16,980.02	16,980.02	16,980.02	16,980.02	
1	Soft	FILING 04	DRAWS 1-30	Norris Design, Inc.	TAH Filing 4 CSP and Plat	01-61649	09/30/20	\$ 20,279.20	-	\$ 20,279.20			\$ 20,279.20	CAB	Pd Through Draw	NA	\$ 20,279.20	0.00%	-	100.00%	\$ 20,279.20	-	-	\$ 20,279.20	5,069.80	5,069.80	5,069.80	5,069.80	
1	Soft	FILING 05	DRAWS 1-30	City of Aurora	Filing 05 Plan Review Fees	608919	06/09/20	\$ 3,955.00	-	\$ 3,955.00			\$ 3,955.00	CAB	Pd Through Draw	NA	\$ 3,955.00	45.57%	\$ 1,802.46	54.43%	\$ 2,152.54	-	-	\$ 2,152.54	538.13	538.13	538.13	538.13	
1	Soft	FILING 05	DRAWS 1-30	HR Green Development	Engineering Services Filing 5	138811	10/20/20	\$ 125,098.75	-	\$ 125,098.75			\$ 125,098.75	CAB	Pd Through Draw	NA	\$ 125,098.75	0.00%	-	100.00%	\$ 125,098.75	-	-	\$ 125,098.75	31,274.69	31,274.69	31,274.69	31,274.69	
1	Soft	FILING 05	DRAWS 1-30	Norris Design, Inc.	TAH Filing 5 CSP and Plat	01-61648	09/30/20	\$ 48,720.00	-	\$ 48,720.00			\$ 48,720.00	CAB	Pd Through Draw	NA	\$ 48,720.00	0.00%	-	100.00%	\$ 48,720.00	-	-	\$ 48,720.00	12,180.00	12,180.00	12,180.00	12,180.00	
1	Soft	FILING 06	DRAWS 1-30	HR Green Development	Engineering Services Filing 6	138804	10/20/20	\$ 94,333.50	-	\$ 94,333.50			\$ 94,333.50	CAB	Pd Through Draw	NA	\$ 94,333.50	0.00%	-	100.00%	\$ 94,333.50	-	-	\$ 94,333.50	23,583.38	23,583.38	23,583.38	23,583.38	
1	Soft	FILING 06	DRAWS 1-30	Norris Design, Inc.	TAH Filing 6 CSP and Plat	01-61648	09/30/20	\$ 36,300.60	-	\$ 36,300.60			\$ 36,300.60	CAB	Pd Through Draw	NA	\$ 36,300.60	0.00%	-	100.00%	\$ 36,300.60	-	-	\$ 36,300.60	9,075.15	9,075.15	9,075.15	9,075.15	
1	Soft	FILING 11	DRAWS 1-30	HR Green Development	Engineering Services Filing 13	138805	10/20/20	\$ 6,639.60																					

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	IN/NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PPI	PRJ AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP	CHANGE	CUR VER PMT AMT	STREETS	WATER	SANITATION	PARKS & REC	
4	Soft	FILING 11	Putte	HR Green Development	Project No. 201684	MULTIPLE	2/27/89	\$ 2,627,689	-	\$ 2,627,689	Vendor Stmt	Multiple	\$ 6,521,562	Itc Hom	Multiple	\$ 6,521,562	99.10%	\$ 2,420.12	0.00%	\$ 2,420.12	\$ 1,877.5	-	0.00%	\$ 98,417.52	\$ 1,877.5	1.89	1.89	1.89	1.89
4	Soft	FILING 04	Putte	HR Green Development	Project No. 201684	MULTIPLE	Multiple	\$ 155.37	-	\$ 155.37	Vendor Stmt	Multiple	\$ 1,887.47	Itc Hom	Multiple	\$ 1,887.47	63.33%	\$ 98.39	36.67%	\$ 56.98	\$ 32.99	-	-	\$ 32.99	\$ 8.25	8.25	8.25	8.25	
4	Soft	FILING 05	Putte	HR Green Development	Project No. 201684	MULTIPLE	Multiple	\$ 583.15	-	\$ 583.15	Vendor Stmt	Multiple	\$ 7,084.43	Itc Hom	Multiple	\$ 7,084.43	63.33%	\$ 369.29	36.67%	\$ 213.86	\$ 122.81	-	-	\$ 122.81	\$ 30.95	30.95	30.95	30.95	
4	Soft	FILING 13	Putte	HR Green Development	Project No. 201684	MULTIPLE	Multiple	\$ 12,303.06	-	\$ 12,303.06	Vendor Stmt	Multiple	\$ 17,173.02	Itc Hom	Multiple	\$ 17,173.02	60.00%	\$ 9,713.36	39.13%	\$ 5,852.19	\$ 6,157.98	-	-	\$ 6,157.98	\$ 1,578.88	1,578.88	1,578.88	1,578.88	
4	Hard	Multiple	Putte	JCS LLC	Site Cleanup/Grading	439	12/06/21	\$ 4,920.00	-	\$ 4,920.00	Vendor Stmt	03/03/22	\$ 4,920.00	Itc Hom	03/03/22	\$ 4,920.00	55.01%	\$ 2,706.51	44.99%	\$ 2,213.49	-	0.00%	-	\$ 2,213.49	\$ 553.37	553.37	553.37	553.37	
4	Hard	FILING 04	Putte	Martin Marietta	TAH: Filings 4.5, 8, & 13 Paving	MULTIPLE	Multiple	\$ 109,352.80	-	\$ 109,352.80	Vendor Stmt	Multiple	98417.52	Itc Hom	Multiple	98417.52	0.00%	\$ 0.00%	100.00%	\$ 98,417.52	\$ 98,417.52	-	-	\$ 98,417.52	\$ -	-	-	-	
4	Hard	FILING 05	Putte	Martin Marietta	TAH: Filings 4.5, 8, & 13 Paving	MULTIPLE	Multiple	\$ 312,608.75	-	\$ 312,608.75	Vendor Stmt	Multiple	281,347.88	Itc Hom	Multiple	281,347.88	0.00%	\$ 0.00%	100.00%	\$ 281,347.88	\$ 281,347.88	-	-	\$ 281,347.88	\$ -	-	-	-	
2	Hard	FILING 04	Putte	Nelson Pipeline Constructors, LLC	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 340,075.00	-	\$ 340,075.00	UCLW	Multiple	306,067.50	Itc Hom	Multiple	306,067.50	0.00%	\$ 77,130.00	100.00%	\$ 228,937.50	\$ 228,937.50	-	-	\$ 228,937.50	\$ -	-	\$ 17,671.50	\$ 157,266.00	
2	Hard	FILING 05	Putte	Nelson Pipeline Constructors, LLC	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 303,647.00	-	\$ 303,647.00	UCLW	Multiple	273,282.30	Itc Hom	Multiple	273,282.30	0.00%	\$ 0.00%	100.00%	\$ 273,282.30	\$ 273,282.30	-	-	\$ 273,282.30	\$ -	-	\$ 262,768.50	\$ 10,513.80	
4	Hard	FILING 04	Putte	Nelson Pipeline Constructors, LLC	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 1,097.00	-	\$ 1,097.00	UCLW	Multiple	\$ 7,200.00	Itc Hom	Multiple	\$ 7,200.00	0.00%	\$ 2.37	100.00%	\$ 7,200.00	\$ 7,200.22	-	-	\$ 7,200.22	\$ -	-	\$ 6,810.00	\$ 3,788.00	
4	Hard	FILING 05	Putte	Nelson Pipeline Constructors, LLC	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 850,960.00	-	\$ 850,960.00	UCLW	Multiple	765,815.40	Itc Hom	Multiple	765,815.40	\$ 1.00	\$ 85,400.00	\$ 47.00	\$ 680,675.40	\$ 680,675.40	-	-	\$ 680,675.40	\$ 244,574.00	\$ 121,860.00	\$ 116,647.00	\$ 19,794.00	
4	Hard	FILING 08	Putte	Nelson Pipeline Constructors, LLC	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 1,330,310.50	\$ 150,034.50	\$ 1,330,310.50	UCLW	Multiple	741,237.30	Itc Hom	Multiple	741,237.30	\$ 1.00	\$ 259,331.00	\$ 38.00	\$ 1,140,979.50	\$ 1,140,979.50	-	-	\$ 1,140,979.50	\$ 447,344.80	\$ 172,792.80	\$ 243,900.00	\$ -	
4	Hard	FILING 04	Putte	Norris Design	TAH: Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 159,711.34	-	\$ 159,711.34	Vendor Stmt	Multiple	18,589.98	Itc Hom	Multiple	18,589.98	14.00%	\$ 2,759.98	86.00%	\$ 16,931.35	\$ 16,931.35	-	-	\$ 16,931.35	\$ 5,606.75	5,606.75	5,606.75	5,606.75	
4	Hard	FILING 05	Putte	Norris Design	TAH: Pute Homes - Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 66,181.34	-	\$ 66,181.34	Vendor Stmt	Multiple	65,257.09	Itc Hom	Multiple	65,257.09	15.65%	\$ 10,359.34	84.35%	\$ 55,822.00	\$ 55,822.00	-	-	\$ 55,822.00	\$ 20,664.38	20,664.38	20,664.38	20,664.38	
4	Hard	FILING 08	Putte	Norris Design	TAH: Pute Homes - Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 90,146.31	-	\$ 90,146.31	Vendor Stmt	Multiple	84,988.81	Itc Hom	Multiple	84,988.81	27.85%	\$ 25,111.56	72.14%	\$ 69,034.75	\$ 69,034.75	-	-	\$ 69,034.75	\$ 54,897.75	54,897.75	54,897.75	54,897.75	
4	Hard	FILING 13	Putte	Norris Design	TAH: Pute Homes - Filings 4.5, 8, & 13	MULTIPLE	Multiple	\$ 7,738.70	-	\$ 7,738.70	Vendor Stmt	Multiple	7,738.70	Itc Hom	Multiple	7,738.70	18.46%	\$ 1,428.45	81.54%	\$ 6,310.25	\$ 6,310.25	-	-	\$ 6,310.25	\$ 1,967.94	1,967.94	1,967.94	1,967.94	
4	Hard	OA In Tract	Putte	Precise Striping	210780-Aurora Highlands Striping and Signage - Filing Nos. 4, 5, and	8514	11/17/21	\$ 16,555.00	-	\$ 16,555.00	Vendor Stmt	Multiple	16,555.00	Itc Hom	Multiple	16,555.00	0.00%	\$ 0.00%	100.00%	\$ 16,555.00	\$ 16,555.00	-	-	\$ 16,555.00	\$ -	-	\$ 16,555.00	\$ -	
4	Hard	FILING 04	Putte	ProSystems Professional Electrical System	TAH-1113-01 - Street Lights	TAH-1113-01	45,519.00	\$ 32,410.00	-	\$ 32,410.00	29169	Multiple	Multiple	33499.215	Itc Hom	Multiple	33499.215	0.00%	\$ 0.00%	\$ 1.00	\$ 29,169.00	\$ 29,169.00	-	-	\$ 29,169.00	\$ -	-	\$ 4,350.89	\$ -
4	Hard	FILING 04	Putte	Stormwater Logistics LLC	TAH: Filings 4.5, 8, & 13 - Erosion Control	MULTIPLE	Multiple	\$ 40,993.51	-	\$ 40,993.51	56884.159	Vendor Stmt	Multiple	71497.737	Itc Hom	Multiple	71497.737	0.48	\$ 368,283.94%	\$ 0.52	\$ 19,303.12	\$ -	-	\$ 19,303.12	\$ -	-	\$ 4,350.89	\$ -	
4	Hard	FILING 05	Putte	Stormwater Logistics LLC	TAH: Filings 4.5, 8, & 13 - Erosion Control	MULTIPLE	Multiple	\$ 8,897.39	-	\$ 8,897.39	74586.357	Vendor Stmt	Multiple	78107.04	Itc Hom	Multiple	78107.04	0.00%	\$ 0.00	\$ 3,773.70	\$ 3,773.70	-	-	\$ 3,773.70	\$ -	-	\$ 9,013.15	\$ 9,013.15	
4	Hard	FILING 08	Putte	Stormwater Logistics LLC	TAH: Filings 4.5, 8, & 13 - Erosion Control	MULTIPLE	Multiple	\$ 88,685.60	-	\$ 88,685.60	79817.04	Vendor Stmt	Multiple	78107.04	Itc Hom	Multiple	78107.04	0.00%	\$ 0.40	\$ 3,209.98	\$ -	-	-	\$ 3,209.98	\$ -	-	\$ 7,852.81	\$ 7,852.81	
4	Hard	FILING 04	Putte	Three Sons Construction	TAH: Filings 4.5, 8, & 13 Paving - C&G and Sidewalks	MULTIPLE	Multiple	\$ 217,382.60	-	\$ 217,382.60	195444.34	Vendor Stmt	Multiple	195444.34	Itc Hom	Multiple	195444.34	0.00%	\$ 0.00%	\$ 1.00	\$ 195,644.34	\$ 195,644.34	-	-	\$ 195,644.34	\$ -	-	\$ -	\$ -
4	Hard	FILING 05	Putte	Three Sons Construction	TAH: Filings 4.5, 8, & 13 Paving - C&G and Sidewalks	MULTIPLE	Multiple	\$ 712,055.17	-	\$ 712,055.17	448984.313	Vendor Stmt	Multiple	448984.313	Itc Hom	Multiple	448984.313	0.00%	\$ 1.00	\$ 449,894.31	\$ 449,894.31	-	-	\$ 449,894.31	\$ -	-	\$ -	\$ -	
1	Soft	FILING 01	RAH	AG Waseenaar	Geotechnical Site Development Study	301960	04/26/19	\$ 31,800.00	-	\$ 31,800.00	1096133	05/30/19	\$ 31,800.00	RAH	06/06/19	\$ 31,800.00	32.26%	\$ 10,257.61	67.74%	\$ 21,542.39	\$ 22,198.25	-	(655.86)	\$ 21,542.39	\$ 5,385.60	5,385.60	\$ 5,385.60	\$ 5,385.60	
1	Hard	FILING 01	RAH	Alpine Civil Construction	Aurora Highlands 2020-14	Multiple	Multiple	\$ 2,053,403.75	\$ 100,826.80	\$ 1,952,576.95	Multiple	Multiple	1,952,576.95	RAH	Multiple	1,952,576.95	0.00%	\$ 100.00%	\$ 1,952,576.45	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	\$ 1,914,305.95	
1	Soft	FILING 01	RAH	Attec Consultants	21420-SP The Aurora Highlands Filing 1	Multiple	Multiple	\$ 4,644.01	-	\$ 4,644.01	Multiple	Multiple	4,644.01	RAH	Multiple	4,644.01	75.65%	\$ 87.06	24.35%	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	\$ 1,130.86	
1	Hard	FILING 01	RAH	Bernas Construction	TAH Filing 1-20250	Multiple	Multiple	\$ 814,338.00	\$ 9,966.55	\$ 804,371.63	Multiple	Multiple	804,611.61	RAH	Multiple	804,611.61	42.67%	\$ 343,321.86	57.33%	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	\$ 461,290.17	
1	Hard	FILING 01	RAH	Blue Mountain Erosion Control, LLC	Aurora Highlands Erosion Control	Multiple	Multiple	\$ 1,473.00	-	\$ 1,473.00	110620	04/26/19	\$ 1,473.00	RAH	05/13/20	\$ 1,473.00	32.26%	\$ 481.56	67.74%	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	\$ 992.44	
1	Soft	FILING 01	RAH	CTL Thompson	Phase 1 Environmental & Bio Assessment	509435	04/30/19	\$ 3,500.00	-	\$ 3,500.00	1096994	06/14/19	\$ 3,500.00	RAH	06/20/20	\$ 3,500.00	32.26%	\$ 1,128.98	67.74%	\$ 2,371.02	\$ 2,443.20	-	(72.18)	\$ 2,371.02	\$ 592.75	592.75	\$ 592.75	\$ 592.75	
1	Soft	FILING 01	RAH	HR Green Development	181259 The Aurora Highlands	Multiple	Multiple	\$ 224,651.52	-	\$ 224,651.52	Multiple	Multiple	224,651.52	RAH	Multiple	224,651.52	29.95%	\$ 67,272.49	70.05%	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	\$ 157,379.03	
1	Hard	FILING 01	RAH	Integrated Wall Solutions	Aurora Highlands 5020-19	Multiple	Multiple	\$ 202,866.51	-	\$ 202,866.51	Multiple	Multiple	202,866.51	RAH	Multiple	202,866.51	0.00%	\$ 0.00%	100.00%	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	\$ 202,866.51	
1	Hard	FILING 01	RAH	Liberty Infrastructure LLC	THE AURORA HIGHLANDS - FILING 1 21016	Multiple	Multiple	\$ 2,353,543.55	\$ 126,737.73	\$ 2,226,805.82	Multiple	Multiple	2,226,805.82	RAH	Multiple	2,226,805.82	0.00%	\$ 0.00%	100.00%	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	\$ 2,226,805.82	
1	Soft	FILING 01	RAH	Norris Design, Inc.	Karl's Farm - Parcels A & B, Major SP-PF 006S-01-2176	Multiple	Multiple	\$ 8,000.00	-	\$ 8,000.00	Multiple	Multiple	8,000.00	RAH	Multiple	8,000.00	100.00%	\$ 8,000.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
1	Soft	FILING 01	RAH	Norris Design, Inc.	TAH Filing 1-20250	Multiple	Multiple	\$ 66,034.34	-	\$ 66,034.34	Multiple	Multiple	66,034.34	RAH	Multiple	66,034.34	31.74%	\$ 11,618.26	68.26%	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	\$ 54,785.08	
1	Hard	FILING 01	RAH	Randall Consulting Services	Drx Filing Consulting	RAH	11/03/20	\$ 260.00	-	\$ 260.00	Multiple	Multiple	260.00	RAH	11/03/20	\$ 260.00	100.00%	\$ 260.00	0.00%	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
2	Soft	FILING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315697	02/29/20	\$ 7,884.00	-	\$ 7,884.00	1114360	05/07/20	\$ 7,884.00	RAH	05/13/20	\$ 7,884.00	32.26%	\$ 2,543.11	67.74%	\$ 5,340.89	\$ -	-	-	\$ 5,340.89	\$ -	-	\$ 1,335.22	\$ 1,335.22	
2	Soft	FILING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315698	02/29/20	\$ 5,708.00	-	\$ 5,708.00	1114360	05/07/20	\$ 5,708.00	RAH	05/13/20	\$ 5,708.00	32.26%	\$ 1,841.21	67.74%	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	\$ 3,866.79	
2	Soft	FILING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315699	02/29/20	\$ 1,460.00	-	\$ 1,460.00	1114360	05/07/20	\$ 1,460.00	RAH	05/13/20	\$ 1,460.00	32.26%	\$ 469.89	67.74%	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	\$ 990.11	
2	Soft	FILING 01	RAH	AG Waseenaar	201006 TAH Filing 1 Aurora Blvd & 45th Avenue	315696	03/31/20	\$ 3,826.00	-																				

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FLING	SOURCE	VENDOR	DESCRIPTION	INV AMT	INV DATE	INV AMT	REV/OCIP/DISC	FINAL INV AMT	CHG NO	REV DATE	REV AMT	PRJ AMT	PRJ REV	PUB AMT	PREV AMT	AMT REV BY PPP	CHARGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC	
1	Soft	FLING 01	RAH	Rasputnik Consulting Services	Drill Utility Consulting	1	07/12/21	\$	0.00	\$	1118980	08/12/21	\$	828.75	0.00	\$	828.75	\$		\$	\$	\$	\$	\$	
2	Soft	FLING 01	RAH	State of CO-Dept of Public Health & Envir	Modification fee for Permit COR409244 TAH Filing 1	WC211107378	06/11/21	\$	88.00	\$	1115135	07/23/21	\$	88.00	RAH	07/28/21	\$	88.00	\$	59.61	\$	\$	\$	\$	\$
3	Soft	FLING 01	RAH	AG Wassenaar	210106 TAH F2 Aurora Blvd. & 45th Ave	339834	09/30/21	\$	923.00	\$	27606	09/30/21	\$	923.00	RAH	09/30/21	\$	923.00	\$	625.27	\$	\$	\$	\$	\$
4	Soft	FLING 01	RAH	AG Wassenaar	210106 TAH F2 Aurora Blvd & 45th Avenue	341435	10/31/21	\$	180.00	\$	180.00	10/31/21	\$	180.00	RAH	10/31/21	\$	180.00	\$	121.94	\$	\$	\$	\$	\$
4	Hard	FLING 01	RAH	Liberty Infrastructure, LLC	THE AURORA HIGHLANDS - FILING 1 210106	MULTIPLE	MULTIPLE	\$	163,166.55	\$	68,458.09	Multiple	Multiple	\$	68,458.09	RAH	Multiple	\$	115,814.50	\$	\$	\$	\$	\$	
1	Soft	FLING 02	RAH	Norris Design, Inc.	Tah Filing 2 20061-03-2089	Multiple	Multiple	\$	31,583.70	\$	31,583.70	RAH	Multiple	\$	31,583.70	24.23%	\$	7,652.17	75.77%	\$	23,931.53	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	327500	01/31/21	\$	6,898.00	\$	6,898.00	03/15/20	\$	6,898.00	RAH	03/15/20	\$	6,898.00	\$	3,367.44	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	328856	02/28/21	\$	9,717.00	\$	9,717.00	03/29/21	\$	9,717.00	RAH	03/29/21	\$	9,717.00	\$	4,743.60	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	328874	02/28/21	\$	1,702.00	\$	1,702.00	03/29/21	\$	1,702.00	RAH	03/29/21	\$	1,702.00	\$	830.87	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	330368	03/31/21	\$	9,685.00	\$	9,685.00	05/03/21	\$	9,685.00	RAH	05/03/21	\$	9,685.00	\$	4,727.98	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	330369	03/31/21	\$	6,735.00	\$	6,735.00	05/03/21	\$	6,735.00	RAH	05/03/21	\$	6,735.00	\$	3,287.86	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	331576	04/30/21	\$	7,591.00	\$	7,591.00	05/24/21	\$	7,591.00	RAH	05/24/21	\$	7,591.00	\$	3,705.74	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	331577	04/30/21	\$	9,898.00	\$	9,898.00	05/24/21	\$	9,898.00	RAH	05/24/21	\$	9,898.00	\$	4,831.96	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	331578	04/30/21	\$	1,976.00	\$	1,976.00	05/24/21	\$	1,976.00	RAH	05/24/21	\$	1,976.00	\$	964.64	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	333970	05/31/21	\$	9,953.50	\$	9,953.50	07/02/21	\$	9,953.50	RAH	07/02/21	\$	9,953.50	\$	4,859.06	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	333371	05/31/21	\$	4,518.00	\$	4,518.00	07/02/21	\$	4,518.00	RAH	07/02/21	\$	4,518.00	\$	2,312.42	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	334501	06/29/21	\$	7,280.00	\$	7,280.00	06/29/21	\$	7,280.00	100.00%	\$	7,280.00	0.00%	\$	2,205.58	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	334766	06/30/21	\$	16,500.00	\$	16,500.00	08/02/21	\$	16,500.00	RAH	08/02/21	\$	16,500.00	\$	8,054.90	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	334833	06/30/21	\$	9,876.00	\$	9,876.00	08/02/21	\$	9,876.00	RAH	08/02/21	\$	9,876.00	\$	4,821.22	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	334834	06/30/21	\$	9,994.00	\$	9,994.00	08/02/21	\$	9,994.00	RAH	08/02/21	\$	9,994.00	\$	4,878.83	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	334836	06/30/21	\$	3,559.00	\$	3,559.00	08/02/21	\$	3,559.00	RAH	08/02/21	\$	3,559.00	\$	1,737.42	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	336044	07/23/21	\$	5,800.00	\$	5,800.00	07/23/21	\$	5,800.00	RAH	07/23/21	\$	5,800.00	\$	2,831.42	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	336510	07/31/21	\$	9,977.00	\$	9,977.00	07/31/21	\$	9,977.00	RAH	07/31/21	\$	9,977.00	\$	4,870.53	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fullerton St	336511	07/31/21	\$	5,789.00	\$	5,789.00	07/23/21	\$	5,789.00	RAH	07/23/21	\$	5,789.00	\$	2,826.05	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337211	08/14/21	\$	5,600.00	\$	5,600.00	07/23/21	\$	5,600.00	RAH	07/23/21	\$	5,600.00	\$	2,733.78	\$	\$	\$	\$	\$
2	Hard	FLING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP 2	647227	08/14/21	\$	77,258.84	\$	77,258.84	Multiple	Multiple	\$	77,258.84	Multiple	Multiple	\$	647,257.40	\$	\$	\$	\$	\$	
2	Soft	FLING 02	RAH	Asstec Consultants	21420-72 Aurora Highlands Filing 2	Multiple	MULTIPLE	\$	109,074.51	\$	109,074.51	MULTIPLE	MULTIPLE	\$	94,152.01	32.44%	\$	35,864.54	67.56%	\$	73,689.97	\$	\$	\$	\$
2	Hard	FLING 02	RAH	Bernas Construction	Aurora Highlands Filing 2	Multiple	MULTIPLE	\$	1,281,259.86	\$	1,281,259.86	MULTIPLE	MULTIPLE	\$	1,119,231.72	RAH	Multiple	\$	1,119,231.72	\$	\$	\$	\$	\$	
2	Soft	FLING 02	RAH	City of Aurora	610851	04/23/20	\$	42,375.00	\$	42,375.00	RAH	04/23/20	\$	42,375.00	RAH	04/23/20	\$	42,375.00	\$	36,018.75	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	605521	04/23/20	\$	76,469.94	\$	76,469.94	RAH	11/13/20	\$	76,469.94	0.00%	\$	100.00%	\$	76,469.94	\$	\$	\$	\$	\$	
2	Soft	FLING 02	RAH	City of Aurora	TAH Preliminary Plat No. 6 and Final Plat	607856	05/20/20	\$	16,130.40	\$	16,130.40	11/84/27	\$	16,130.40	RAH	08/11/20	\$	16,130.40	59.53%	\$	9,601.76	40.47%	\$	6,528.64	\$
2	Soft	FLING 02	RAH	City of Aurora	Master License Agreement	608099	06/02/20	\$	2,419.00	\$	2,419.00	06/10/20	\$	2,419.00	RAH	06/10/20	\$	2,419.00	51.18%	\$	1,238.10	48.82%	\$	1,180.90	\$
2	Soft	FLING 02	RAH	City of Aurora	Construction Plan Fee	616723	08/07/20	\$	4,050.00	\$	4,050.00	09/08/20	\$	4,050.00	RAH	09/08/20	\$	4,050.00	0.00%	\$	4,050.00	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	Mylar Plan Difference	622935	10/12/20	\$	1,695.00	\$	1,695.00	10/29/20	\$	1,695.00	RAH	10/29/20	\$	1,695.00	\$	867.54	\$	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	Real Property Easement Release	624774	10/30/20	\$	143.00	\$	143.00	11/13/20	\$	143.00	RAH	11/13/20	\$	143.00	100.00%	\$	143.00	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	Real Property Easement Release	624775	10/30/20	\$	143.00	\$	143.00	11/13/20	\$	143.00	RAH	11/13/20	\$	143.00	100.00%	\$	143.00	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	RAH Road Areas Permit Fee	11.12.2020	11/12/20	\$	2,250.00	\$	2,250.00	11/18/20	\$	2,250.00	RAH	12/15/20	\$	2,250.00	0.00%	\$	100.00%	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	Second Review CSP 3	626820	11/20/20	\$	37,269.80	\$	37,269.80	11/20/20	\$	37,269.80	RAH	01/12/21	\$	37,269.80	58.54%	\$	21,818.13	41.46%	\$	15,451.65	\$
2	Soft	FLING 02	RAH	City of Aurora	Water Quality Discharge Permit for Construction Activities	627004	11/20/20	\$	2,250.00	\$	2,250.00	12/15/20	\$	2,250.00	RAH	12/15/20	\$	2,250.00	0.00%	\$	1,089.40	\$	\$	\$	\$
2	Soft	FLING 02	RAH	City of Aurora	Civil Plans Revision	637335	03/26/21	\$	212.00	\$	212.00	11/30/21	\$	212.00	RAH	04/06/21	\$	212.00	51.18%	\$	108.51	48.82%	\$	103.49	\$
2	Soft	FLING 02	RAH	City of Aurora	Civil Plans Revision	638944	04/13/21	\$	1,166.00	\$	1,166.00	04/22/21	\$	1,166.00	RAH	04/22/21	\$	1,166.00	51.18%	\$	596.79	48.82%	\$	569.21	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Erosion Control - Relocated Riprap to sediment basin and 2 road tie	1478	02/17/21	\$	2,613.00	\$	2,613.00	03/12/21	\$	2,613.00	RAH	03/12/21	\$	2,613.00	51.18%	\$	1,337.40	48.82%	\$	1,275.60	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Hard Swept all tracking along haulway operations	1479	02/17/21	\$	1,050.00	\$	1,050.00	03/12/21	\$	1,050.00	RAH	03/12/21	\$	1,050.00	51.18%	\$	537.42	48.82%	\$	512.58	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Surface roughening inactive lots with development	1478	02/17/21	\$	2,180.00	\$	2,180.00	03/12/21	\$	2,180.00	RAH	03/12/21	\$	2,180.00	51.18%	\$	1,115.78	48.82%	\$	1,064.22	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Maintained site & worked on project	1481	02/19/21	\$	2,935.00	\$	2,935.00	03/12/21	\$	2,935.00	RAH	03/12/21	\$	2,935.00	51.18%	\$	1,502.20	48.82%	\$	1,432.80	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Removed snow from drive lanes, sidewalks, mailboxes and alleyway	1482	02/19/21	\$	2,935.00	\$	2,935.00	03/12/21	\$	2,935.00	RAH	03/12/21	\$	2,935.00	51.18%	\$	1,502.20	48.82%	\$	1,432.80	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Repaired rock checks at street tie ins	1493	03/16/21	\$	590.00	\$	590.00	03/16/21	\$	590.00	RAH	04/06/21	\$	590.00	51.18%	\$	301.98	48.82%	\$	288.02	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Removed snow from around Sales Trailer	1496	03/26/21	\$	1,277.00	\$	1,277.00	05/21/21	\$	1,277.00	RAH	05/26/21	\$	1,277.00	51.18%	\$	653.60	48.82%	\$	623.40	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Removed sediment from F&I and installed new riprap and VTC	1509	04/02/21	\$	3,404.47	\$	3,404.47	04/29/21	\$	3,404.47	RAH	04/29/21	\$	3,404.47	51.18%	\$	1,745.98	48.82%	\$	1,658.49	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	VTC Maintenance	1509	04/02/21	\$	1,484.00	\$	1,484.00	05/07/21	\$	1,484.00	RAH	05/07/21	\$	1,484.00	51.18%	\$	759.55	48.82%	\$	724.45	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Snow Removal on sales trailer and alleys	1513	04/20/21	\$	850.00	\$	850.00	05/07/21	\$	850.00	RAH	05/18/21	\$	850.00	51.18%	\$	435.05	48.82%	\$	414.95	\$
2	Hard	FLING 02	RAH	Clear Creek Civil LLC	Installed 2 loads of VTC (20 tons) in tracking pads	1516	04/20/21	\$																	

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV# NO	INV DATE	INV AMT	RET/OCIP/DISC	FINAL INV AMT	CHG# NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PBL	PRI AMT	% PUB	PUB AMT	PREV AMT	AMT REV BY PPP	CHARGE	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
3	Hard	FILING 02	RAH	Liberty Infrastructure LLC	Jet Clean and Vac Live Sewer	20100238	01/28/21	\$ 2,118.89	\$ -	\$ 2,118.89	ACH 13053	02/19/21	\$ 2,111.68	RAH	01/19/21	\$ 2,111.68	0.00%	\$ -	100.00%	\$ 2,111.68	\$ -	\$ -	\$ 2,111.68	\$ -	\$ -	\$ -	\$ -	\$ 2,111.68
3	Soft	FILING 02	RAH	Rasputi Consulting Services	Dry Utility Consulting	2135	10/09/21	\$ 828.75	\$ -	\$ 828.75	1138662	10/09/21	\$ 828.75	RAH	10/09/21	\$ 828.75	100.00%	\$ 828.75	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Hard	FILING 02	RAH	Xcel Energy	New Gas Distribution	CR-5300130373915	09/21/21	\$ 111,888.00	\$ -	\$ 111,888.00	1138781	11/02/21	\$ 111,888.00	RAH	11/08/21	\$ 111,888.00	100.00%	\$ 111,888.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Hard	FILING 02	RAH	Xcel Energy	New Electric Distribution	CR-12484389	10/25/21	\$ 85,019.00	\$ -	\$ 85,019.00	1138780	11/02/21	\$ 85,019.00	RAH	11/08/21	\$ 85,019.00	100.00%	\$ 85,019.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	337512	08/22/21	\$ 5,040.00	\$ -	\$ 5,040.00	ACH 29101	08/22/21	\$ 5,040.00	RAH	08/22/21	\$ 5,040.00	100.00%	\$ 5,040.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338461	08/31/21	\$ 4,423.00	\$ -	\$ 4,423.00	ACH 25398	09/20/21	\$ 4,423.00	RAH	09/20/21	\$ 4,423.00	51.18%	\$ 2,263.80	48.82%	\$ 2,159.20	\$ -	\$ -	\$ 2,159.20	\$ 539.80	\$ 539.80	\$ 539.80	\$ 539.80	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338462	08/31/21	\$ 9,973.50	\$ -	\$ 9,973.50	ACH 25398	09/20/21	\$ 9,973.50	RAH	09/20/21	\$ 9,973.50	28.43%	\$ 2,835.25	71.57%	\$ 7,138.25	\$ -	\$ -	\$ 7,138.25	\$ 1,784.56	\$ 1,784.56	\$ 1,784.56	\$ 1,784.56	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	338463	08/31/21	\$ 6,547.00	\$ -	\$ 6,547.00	ACH 25398	09/20/21	\$ 6,547.00	RAH	09/20/21	\$ 6,547.00	28.22%	\$ 1,847.69	71.78%	\$ 4,699.31	\$ -	\$ -	\$ 4,699.31	\$ 1,174.83	\$ 1,174.83	\$ 1,174.83	\$ 1,174.83	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341436	10/31/21	\$ 3,595.00	\$ -	\$ 3,595.00	ACH 25956	10/31/21	\$ 3,595.00	RAH	10/31/21	\$ 3,595.00	51.18%	\$ 1,840.01	48.82%	\$ 1,754.99	\$ -	\$ -	\$ 1,754.99	\$ 438.75	\$ 438.75	\$ 438.75	\$ 438.75	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341437	10/31/21	\$ 6,990.00	\$ -	\$ 6,990.00	ACH 25956	10/31/21	\$ 6,990.00	RAH	10/31/21	\$ 6,990.00	26.62%	\$ 1,860.48	73.38%	\$ 5,129.52	\$ -	\$ -	\$ 5,129.52	\$ 1,282.38	\$ 1,282.38	\$ 1,282.38	\$ 1,282.38	
4	Soft	FILING 02	RAH	AG Wassenaar	212006 TAH F2 East 42nd Ave. & Fultondale St	341438	10/31/21	\$ 10,000.00	\$ -	\$ 10,000.00	ACH 25956	10/31/21	\$ 10,000.00	RAH	10/31/21	\$ 10,000.00	25.98%	\$ 2,597.51	74.02%	\$ 7,402.49	\$ -	\$ -	\$ 7,402.49	\$ 1,850.62	\$ 1,850.62	\$ 1,850.62	\$ 1,850.62	
4	Soft	FILING 02	RAH	AG Wassenaar	213280MAS 213281-213506 TAH Filing 2	341968	11/15/21	\$ 16,240.00	\$ -	\$ 16,240.00	ACH 30107	11/10/21	\$ 16,240.00	RAH	11/10/21	\$ 16,240.00	100.00%	\$ 16,240.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	AG Wassenaar	213820MAS 213281-213506 TAH Filing 2	342256	11/24/21	\$ 21,840.00	\$ -	\$ 21,840.00	ACH 30107	11/10/21	\$ 21,840.00	RAH	11/10/21	\$ 21,840.00	100.00%	\$ 21,840.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Hard	FILING 02	RAH	Alpine Civil Construction	Aurora Highlands CSP-2	4	10/31/21	\$ 435,025.55	\$ -	\$ 435,025.55	MULTIPLE	MULTIPLE	\$ 391,522.55	RAH	MULTIPLE	\$ 391,522.55	0.00%	\$ -	100.00%	\$ 391,522.55	\$ -	\$ -	\$ 391,522.55	\$ -	\$ -	\$ -	\$ -	
4	Soft	FILING 02	RAH	City of Aurora	Civil Plans Revision	658629	10/14/21	\$ 424.00	\$ -	\$ 424.00	1138236	11/02/21	\$ 424.00	RAH	11/02/21	\$ 424.00	51.18%	\$ 217.01	48.82%	\$ 206.99	\$ -	\$ -	\$ 206.99	\$ 51.75	\$ 51.75	\$ 51.75	\$ 51.75	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Silt Fence Maintenance	1668	09/03/21	\$ 1,521.20	\$ -	\$ 1,521.20	1137147	09/17/21	\$ 1,521.20	RAH	09/22/21	\$ 1,521.20	51.18%	\$ 778.59	48.82%	\$ 742.61	\$ -	\$ -	\$ 742.61	\$ 185.65	\$ 185.65	\$ 185.65	\$ 185.65	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1677	09/03/21	\$ 600.00	\$ -	\$ 600.00	1137492	09/24/21	\$ 600.00	RAH	09/29/21	\$ 600.00	51.18%	\$ 307.09	48.82%	\$ 292.91	\$ -	\$ -	\$ 292.91	\$ 73.23	\$ 73.23	\$ 73.23	\$ 73.23	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1702	09/15/21	\$ 1,000.00	\$ -	\$ 1,000.00	1137492	09/24/21	\$ 1,000.00	RAH	09/29/21	\$ 1,000.00	51.18%	\$ 511.82	48.82%	\$ 488.18	\$ -	\$ -	\$ 488.18	\$ 122.04	\$ 122.04	\$ 122.04	\$ 122.04	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	General Erosion Control	1708	09/15/21	\$ 3,329.48	\$ -	\$ 3,329.48	1137492	09/24/21	\$ 3,329.48	RAH	09/29/21	\$ 3,329.48	51.18%	\$ 1,704.11	48.82%	\$ 1,625.37	\$ -	\$ -	\$ 1,625.37	\$ 406.34	\$ 406.34	\$ 406.34	\$ 406.34	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	General Erosion Control	1711	09/15/21	\$ 7,560.00	\$ -	\$ 7,560.00	1137492	09/24/21	\$ 7,560.00	RAH	09/29/21	\$ 7,560.00	51.18%	\$ 3,869.39	48.82%	\$ 3,690.61	\$ -	\$ -	\$ 3,690.61	\$ 922.65	\$ 922.65	\$ 922.65	\$ 922.65	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Aurora Hglands 2020-13 - Installed Added Missing Street Signs	1712	09/15/21	\$ 800.00	\$ -	\$ 800.00	1137492	09/24/21	\$ 800.00	RAH	09/29/21	\$ 800.00	0.00%	\$ -	100.00%	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Aurora Highlands 2020-12 - Street Sweeping	1715	09/15/21	\$ 900.00	\$ -	\$ 900.00	1137492	09/24/21	\$ 900.00	RAH	09/29/21	\$ 900.00	51.18%	\$ 460.64	48.82%	\$ 439.36	\$ -	\$ -	\$ 439.36	\$ 109.84	\$ 109.84	\$ 109.84	\$ 109.84	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Installed 3 mudmat at base tie ins	1762	11/04/21	\$ 2,200.00	\$ -	\$ 2,200.00	1139274	12/01/21	\$ 2,200.00	RAH	12/01/21	\$ 2,200.00	51.18%	\$ 1,126.01	48.82%	\$ 1,073.99	\$ -	\$ -	\$ 1,073.99	\$ 268.50	\$ 268.50	\$ 268.50	\$ 268.50	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Install Silt Fence at back of curb	1766	11/04/21	\$ 5,357.50	\$ -	\$ 5,357.50	1139274	12/01/21	\$ 5,357.50	RAH	12/01/21	\$ 5,357.50	0.00%	\$ -	100.00%	\$ 5,357.50	\$ -	\$ -	\$ 5,357.50	\$ 1,339.38	\$ 1,339.38	\$ 1,339.38	\$ 1,339.38	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Install Erosion Control Blanket with Seed	1774	11/04/21	\$ 5,000.00	\$ -	\$ 5,000.00	1139274	12/01/21	\$ 5,000.00	RAH	12/01/21	\$ 5,000.00	51.18%	\$ 2,559.12	48.82%	\$ 2,440.88	\$ -	\$ -	\$ 2,440.88	\$ 610.22	\$ 610.22	\$ 610.22	\$ 610.22	
4	HARD	FILING 02	RAH	Clear Creek Civil LLC	Install Silt fence at back of curb and gutter	1775	11/04/21	\$ 16,900.00	\$ -	\$ 16,900.00	1139274	12/01/21	\$ 16,900.00	RAH	12/01/21	\$ 16,900.00	0.00%	\$ -	100.00%	\$ 16,900.00	\$ -	\$ -	\$ 16,900.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	
4	Hard	FILING 02	RAH	Clear Creek Civil LLC	Installed blocks at 9 inlets, 62 blocks	1746	11/05/21	\$ 4,300.00	\$ -	\$ 4,300.00	1139274	12/01/21	\$ 4,300.00	RAH	12/01/21	\$ 4,300.00	51.18%	\$ 2,200.84	48.82%	\$ 2,099.16	\$ -	\$ -	\$ 2,099.16	\$ 524.79	\$ 524.79	\$ 524.79	\$ 524.79	
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-Storm Inspections	124281	09/01/21	\$ 595.00	\$ -	\$ 595.00	ACH 25900	10/04/21	\$ 595.00	RAH	10/04/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ -	\$ -	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-storm Inspections & SWMP Amendment	125528	10/01/21	\$ 1,795.00	\$ -	\$ 1,795.00	ACH 27971	11/01/21	\$ 1,795.00	RAH	11/01/21	\$ 1,795.00	51.18%	\$ 918.72	48.82%	\$ 876.28	\$ -	\$ -	\$ 876.28	\$ 219.07	\$ 219.07	\$ 219.07	\$ 219.07	
4	Soft	FILING 02	RAH	CMS Environmental Solutions	Weekly + Post-storm Inspections & SWMP Amendment	126809	11/01/21	\$ 595.00	\$ -	\$ 595.00	ACH 31187	12/20/21	\$ 595.00	RAH	12/20/21	\$ 595.00	51.18%	\$ 304.54	48.82%	\$ 290.46	\$ -	\$ -	\$ 290.46	\$ 72.62	\$ 72.62	\$ 72.62	\$ 72.62	
4	Hard	FILING 02	RAH	Liberty Infrastructure LLC	Manhole Grade Rings	21100 11-10-21	11/10/21	\$ 1,782.00	89.12	\$ 1,692.88	ACH 29605	11/15/21	\$ 1,692.88	RAH	11/15/21	\$ 1,692.88	0.00%	\$ -	100.00%	\$ 1,692.88	\$ -	\$ -	\$ 1,692.88	\$ -	\$ -	\$ -	\$ -	
4	Hard	FILING 02	RAH	Nelson Pipeline Constructors, LLC	2021-050 TAH F2	MULTIPLE	MULTIPLE	\$ 483,001.03	\$ 58,918.90	\$ 424,082.12	MULTIPLE	MULTIPLE	\$ 314,536.84	RAH	Multiple	\$ 314,536.84	-53.23%	\$ (225,742.90)	153.23%	\$ 649,825.02	\$ -	\$ 0.00%	\$ 553,252.86	\$ 154,123.53	\$ 401,024.52	\$ (1,704.71)	\$ (190.48)	
4	Soft	FILING 02	RAH	Norris Design, Inc.	Tah Filing 2 0061-01-2089	MULTIPLE	MULTIPLE	\$ 85.00	\$ -	\$ 85.00	MULTIPLE	MULTIPLE	\$ 85.00	RAH	Multiple	\$ 85.00	0.00%	\$ -	100.00%	\$ 85.00	\$ -	\$ -	\$ 85.00	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11	\$ 1,538.11	
4	Hard	FILING 02	RAH	ProSystems Professional Electrical System	Aurora Highlands - Street Lighting Filing 2	1	11/19/21	\$ 208,448.75	\$ 23,280.13	\$ 184,968.62	ACH	12/15/21	\$ 184,968.62	RAH	12/15/21	\$ 184,968.62	100.00%	\$ 184,968.62	0.00%	\$ -	\$ -	\$ -	\$ 184,968.62	\$ -	\$ -	\$ -	\$ -	
4	Hard	FILING 02	RAH	Rasputi Consulting Services	Excel Gas Main Extension	1035167	08/25/21	\$ 59,940.00	\$ -	\$ 59,940.00	1136343	08/26/21	\$ 59,940.00	RAH	09/03/21	\$ 59,940.00	100.00%	\$ 59,940.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	FILING	06	RAH	Norris Design, Inc.	TAH Richmond Filing 6 CSP & Plat (Floodplain) 0061-01-2476	Multiple	Multiple	\$ 15,536.82	\$ -	\$ 15,536.82	Multiple	Multiple	\$ 15,536.82	RAH	Multiple	\$ 15,536.82	59.53%	\$ 9,248.42	40.47%	\$ 6,288.40	\$ -	\$ -	\$ 6,288.40	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	\$ 1,572.10	
2	Soft	FILING 14	RAH	Norris Design, Inc.	TAH - Filing 14 - Preliminary Plat 0061-01-2622	Multiple	MULTIPLE	\$ 15,917.60	\$ -	\$ 15,917.60	Multiple	MULTIPLE	\$ 15,917.60	RAH	Multiple	\$ 15,917.60	59.54%	\$ 9,318.34	41.46%	\$ 6,599.26	\$ -	\$ -	\$ 6,599.26	\$				



EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED



SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- First Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District, City of Aurora, Colorado, prepared by McGeady Becher, P.C., approved October 16, 2017

DISTRICT AGREEMENTS

- Capital Construction and Reimbursement Agreement (In-Tract Improvements), by and between The Aurora Highlands Community Board and Aurora Highlands, LLC, effective June 24, 2020
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Authority Board, Aurora Highlands, LLC, and Pulte Home Company, LLC, effective May 10, 2021
- Waiver and Release of Reimbursement Rights, by and between The Aurora Highlands Community Board, Aurora Highlands, LLC, and Richmond American Homes of Colorado, Inc., effective April 10, 2020

PROFESSIONAL REPORTS

- The Aurora Highlands, Filing No. 2, Stormwater Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020

LAND SURVEY DRAWINGS

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020



- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc., dated March 17, 2021

CIVIL ENGINEERING DRAWINGS

- The Aurora Highlands Contextual Site Plan No. 1, prepared by HR Green Development, LLC, dated February 20, 2019
- The Aurora Highlands Subdivision Filing No. 1 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 19, 2020
- The Aurora Highlands Subdivision Filing No. 2 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved November 17, 2020
- The Aurora Highlands Subdivision Filing No. 4 Area Grading Plan, prepared by HR Green Development, LLC, dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 5 Area Grading Plan, prepared by HR Green Development, LLC, dated August 18, 2020
- The Aurora Highlands Subdivision Filing No. 8 Area Grading Plan, prepared by HR Green Development, LLC, dated December 18, 2020
- The Aurora Highlands Subdivision Filing No. 4 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved February 25, 2021
- The Aurora Highlands Subdivision Filing No. 5 Civil Plans and Storm Water Management Plan, prepared by HR Green Development, LLC, approved April 7, 2021

CONSULTANT CONTRACTS

- Aztec Consultants, Inc., Work Order for Surveying Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- CTL Thompson Inc., Work Order for Construction Testing and Observation Services for TAH Filings 4 5 8, dated March 12, 2021, Fully Executed
- Contour Services, LLC, Work Order for Construction Management Services, The Aurora Highlands Filing 4, 5, and 8, dated March 31, 2021, Fully Executed
- HG Green Development, LLC, Statement of Services for Engineering and Surveying Services for TAH 4 5 8 13, dated December 18, 2020, Fully Executed
- Norris Design, Scope of Work for Planning Services and Landscape Architectural Services, dated November 24, 2020, Fully Executed

CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed



CONTRACTOR CONTRACTS

- Public Service Company of Colorado d/b/a Xcel Energy, On-Site Distribution Extension Agreement (Electric), executed March 9, 2020
- Public Service Company of Colorado d/b/a Xcel Energy, Frost Agreement, executed March 31, 2020
- Qwest Corporation d/b/a CenturyLink QC, Provisioning Agreement for Housing Developments, to provide distribution facilities to 118 planned units, dated June 16, 2020
- Stormwater Logistics, Inc., Work Order for Erosion Control Installation and Maintenance for TAH Filings 4, 5, & 8, dated March 12, 2021, Fully Executed

CONTRACTOR PAY APPLICATIONS

- AACMD Draws 1-44
- Pulte Homes Pay Applications
 - o Brightview Landscape Development Pay Application Nos. 1-4, dated October 31, 2021 through January 31, 2022
 - o Fiore and Sons, Pay Application Nos. 1-10, dated April 1, 2021 through January 24, 2022
 - o Martin Marietta Pay Application Nos 1 & 2, dated October 25, 2021 through November 25, 2021
 - o Nelson Pipeline Constructors, Pay Application Nos. 1-9, dated June 1, 2021 through January 24, 2022
 - o Pro Systems Pay Application No. 1, dated November 19, 2021
 - o Stormwater Risk Management, Pay Application Nos. 1-11, dated June 1, 2021 through January 24, 2021
 - o Three Sons Construction ,Pay Application Nos. 1 & 2, dated October 30. 2021 through November 30, 2021
- Richmond American Homes Pay Applications
 - o Alpine Civil Construction, Pay Application Nos. 1-3, dated June 17, 2020 through September 30, 2020
 - o Alpine Civil Construction, Pay Application Nos. 1-6, dated May 28, 2021 through October 31, 2021
 - o Bemas Construction, Pay Application Nos. 1 & 2, dated February 24, 2020 through March 24, 2020
 - o Bemas Construction, Pay application Nos. 1-4, dated January 25, 2021 through April 26, 2021
 - o Brightview Landscape Development, Pay Application No. 1, dated November 19, 2020
 - o Integrated Wall Solutions, Pay Application Nos. 1-2, dated July 25, 2020 through August 25, 2020



- Liberty Infrastructure LLC, Pay Application Nos. 1-12, through October 25, 2020
- Nelson Pipeline Constructors, Pay Application Nos. 1-7, dated March 23, 2021 through November 16, 2021
- ProSystems Professional Electrical Systems, Inc., Pay Application Nos. 1 & 2, dated October 8, 2020 through December 21, 2020
- ProSystems Professional Electrical Systems, Inc., Pay Application No. 1, through November 19, 2021

Certificate Of Completion

Envelope Id: C6FFD340DE1040BA8A23620B373BEA94

Status: Completed

Subject: TAH CAB : Requisition No 6 (In-Tract Cost Cert No.4) +zl.pdf

Client Name: TAH CAB

Client Number: 011-045984-OS03-2022

Source Envelope:

Document Pages: 18

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kathy Suazo

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220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US & Canada)

Minneapolis, MN 55402

Kathy.Suazo@claconnect.com

IP Address: 165.225.10.179

Record Tracking

Status: Original

Holder: Kathy Suazo

Location: DocuSign

2/23/2022 6:44:54 PM

Kathy.Suazo@claconnect.com

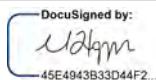
Signer Events

Matt Hopper

matt@summit-strategies.net

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

Sent: 2/23/2022 6:46:09 PM

Viewed: 2/23/2022 8:38:33 PM

Signed: 2/23/2022 8:39:13 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.14.92.182

Electronic Record and Signature Disclosure:

Accepted: 2/23/2022 8:38:33 PM

ID: ea2288a1-3c28-46a3-8595-8d27c01432cc

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Completed

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

INVESTMENT ADVISOR SERVICE AGREEMENT (The Aurora Highlands Community Authority Board)

THIS SERVICE AGREEMENT (this “**Agreement**”) is entered into and effective as of the ____ day of March 2022, by and between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (the “**Authority**”), and **ZIONS CAPITAL ADVISORS, INC.**, a Utah corporation and affiliate of Zions Bancorporation N.A. (“**Zions**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The Authority was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its First Amended and Restated Establishment Agreement.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the Authority is permitted to enter into contracts and agreements affecting the affairs of the Authority.

C. Zions has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the Authority for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by Zions will provide the Services to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Zions. Zions shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. Zions does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the Authority of the status of the Services required by this Agreement on a regular basis and work in coordination with the Authority’s consultants to assure

that the Authority has the most complete information available for the exercise of the Authority's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the Authority, and from incurring any debt, liability or obligation for or on behalf of the Authority. All obligations incurred by the Authority shall be obligations of Zions and Zions shall hold the Authority harmless therefrom.

1.2 Investment Advisor Provisions.

(a) The Authority hereby engages Zions to serve as investment advisor under the terms of this Agreement with respect to the funds of the Authority allocated to investment hereunder, at the Authority's discretion ("**Managed Funds**"), and Zions accepts such appointment. In connection therewith, Zions will provide the Services, including investment research and supervision of the Managed Funds and conduct a continuous program of investment, evaluation, and when appropriate, sale and reinvestment of the Managed Funds. Zions shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. Zions shall provide the Authority with statistical information and reports with respect to the investments of the Managed Funds. Zions shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Authority's account with brokers or dealers recommended by Zions and/or the Authority, and to that end, Zions is authorized as agent of the Authority to give instructions to the custodian designated by the Authority (the "**Custodian**") as to deliveries of securities and payments of cash for the account of the Authority. In connection with the selection of such brokers and dealers and the placing of such orders, Zions is directed to seek for the Authority the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules, and regulations, whether statistical, research, and other information or services have been or will be furnished to Zions by such brokers and dealers. The Custodian shall have custody of cash, assets, and securities of the Authority. Zions shall not take possession of or act as custodian for the cash, assets, or securities of the Authority and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Authority to Zions. Zions shall be entitled to rely upon the Authority's written advice with respect to anticipated drawdowns of the Managed Funds. Zions will observe the instructions of the Authority with respect to any broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage brokers/dealers that Zions reasonably believes to be reputable, qualified, and financially sound.

(b) **Pool Compensation.** Assets invested by Zions under the terms of this Agreement may from time to time be invested in (i) a money market mutual fund managed by Zions or an affiliate of Zions or (ii) a local government investment pool managed by Zions (either, a "**Pool**"), or in individual securities. Average daily net assets subject to the fees described in **Exhibit B** of this Agreement shall not take into account any funds invested in a Pool. Expenses of the Pool, including compensation for Zions and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(c) **Registered Advisor; Duty of Care.** Zions hereby represents that it is a registered investment advisor under the Investment Advisor Act of 1940. Zions shall immediately notify the Authority if at any time during the term of this Agreement it is not so registered or if its registration is suspended. Zions agrees to perform its duties, responsibilities, and the Services under this Agreement as a fiduciary of the Authority. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Authority may have under any federal securities laws. The Authority hereby authorizes Zions to sign I.R.S. Form W-9 on behalf of the Authority and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

(d) **Other Clients of Zions.** The Authority understands that Zions performs investment advisory services for other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Authority agrees that Zions, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. Zions shall not have any obligation to purchase, sell, or exchange any security for the Managed Funds solely by reason of the fact that Zions, its principals, affiliates, or employees may purchase, sell, or exchange such security for the account of any other client or for itself or its own accounts.

(e) **Disciplinary Actions.** Zions shall promptly give notice to the Authority if Zions shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission (“SEC”) or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any State based upon the performance of services as an investment advisor.

(f) **Books.** Zions shall maintain records of all transactions in the Managed Funds. Zions shall provide the Authority with a monthly statement showing deposits, withdrawals, purchases, and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in a format and manner that is mutually agreed upon by Zions and the Authority.

(g) **Brochure and Brochure Supplement.** Zions warrants that it has delivered to the Authority prior to the execution of this Agreement Zions’s current SEC Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Authority acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

1.3 Limitations on Authority.

(a) Zions shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate Zions in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the Authority as reflected in the minutes of the

Authority board meetings. Zions shall at all times conform to the stated policies established and approved by the Authority.

(b) Independent Contractor Status. Zions is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate Zions or any of its employees, agents, subcontractors or suppliers as employees of the Authority. The Services to be performed by Zions shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the Authority, except the payments to be made by the Authority to Zions for the Services performed as provided herein. The Authority shall not be responsible for Zions's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **Zions is not entitled to workers' compensation benefits and Zions is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.4 Compliance with Applicable Law. Zions shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the Authority.

1.5 No Right or Interest in Authority Assets. Zions shall have no right or interest in any of the Authority's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.6 Certification of Compliance with Illegal Alien Statute. By its execution hereof, Zions confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.7 Work Product. "**Work Product**" shall consist of all written materials maintained by Zions in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. Zions shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for Authority's use, and shall provide such copies to the Authority upon request at reasonable commercial printing rates. Zions agrees all right, title and interest in the Work Product is and shall remain the property of the Authority. If requested by the Authority, Zions shall execute and deliver such documents as shall be necessary in the Authority's sole discretion, to assign, transfer and convey all rights in the Work Product to the Authority or its assignee. If Zions fails to execute any documents required under this Section 1.7, then Zions hereby irrevocably appoints the Authority its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.7. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the Authority immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. Zions shall be paid as set forth in **Exhibit B**, attached hereto, unless otherwise approved in advance by the Authority through a written change order in form substantially as attached hereto as **Exhibit D** (“Change Order”).

2.2 Monthly Invoices and Payments. Zions shall submit to the Authority a monthly invoice, in a form acceptable to the Authority. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. Zions is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the Authority in writing.

2.4 Subject to Annual Budget and Appropriation; Authority Debt. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Authority hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the Authority within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on December 31, 2024. The Authority shall have the option to renew this Agreement for up to four (4) additional periods of one (1) year each. Further extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The Authority may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Authority at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The Authority shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the Authority and its affiliated entities or other persons or entities designated by the Authority, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the

degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the Authority at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the Authority within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the Authority with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the Authority with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the Authority, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The Authority shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the Authority and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the Authority.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the Authority, which policy shall include, without limitation, the Authority as an additional insured, a waiver of subrogation endorsement in favor of the Authority, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the Authority, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the Authority; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the Authority. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the Authority, which policy will include the Authority as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the Authority may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the Authority any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. Authority acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Authority or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or

unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Authority and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Authority and the Consultant shall be for the sole and exclusive benefit of the Authority and the Consultant.

5.8 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 FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Authority:	The Aurora Highlands Community Authority Board c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy., Suite 300 Greenwood Village, CO 80111 Phone: (303) 779-5710 Email: denise.denslow@claconnect.com Attn: Denise Denslow
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With a Copy To:	McGeady Becher P.C. 450 E. 17 th Avenue, Suite 400 Denver, CO 80203 Phone: (303) 592-4380 Email: legalnotices@specialdistrictlaw.com
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To Consultant:	Zions Capital Advisors, Inc. One South Main Street, 12 th Floor Salt Lake City, UT 84133 Phone: (801) 844-7740 Email: scott.burnett@zionsbancorp.com Attn: Scott Burnett
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With a Copy To:

Zions Capital Advisors
Compliance Department
One South Main Street, 12th Floor
Salt lake City, UT 84133

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

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it 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.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the Authority under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

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

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:

ZIONS CAPITAL ADVISORS, INC.

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2022, by Scott Burnett, as President of Zions Capital Advisors, Inc. an affiliate of Zions Bancorporation N.A.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Authority:

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD**

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2022, by Matt Hopper, as President of The Aurora Highlands Community Authority Board.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES

- A. Develop an investment policy with the Authority to guide investments.
- B. In a non-discretionary capacity, provide general consulting related to the Authority's investment program, including advice to the Authority for the purchase and sale of specific securities based on the investment policy, cash flow forecasts, and market conditions. As directed by the Authority and in accordance with approved policies and procedures, be responsible for seeking competitive bids and executing the purchase, or sale, of any fixed income securities.
- C. Develop an investment strategy, including establishing portfolio performance benchmarks, to assist the Authority in managing the investment portfolio. Participate in, at a minimum, a quarterly conference call to review the investment portfolio, develop investment strategies, and discuss economic conditions.
- D. Recommend to the Authority any measures or "best practices" that would enhance the previously defined strategies or objectives of the investment program, i.e., safety of Authority funds, adequate liquidity to meet Authority obligations, augment diversification requirements, and improve portfolio yield. The Advisor may be called upon to present these recommendations to the Authority, Authority Staff, or other parties of interest.
- E. Keep Authority abreast of changes to law, specifically Sec. 24-75-601, et seq., C.R.S.
- F. Provide an annual review of the Authority's Investment Policy and suggest revisions or enhancements.
- G. Assist with the selection of approved Brokers and shall perform annual due diligence on all approved Brokers.
- H. Provide monthly market pricing within five (5) business days following the end of the month.

EXHIBIT B
COMPENSATION

INSTITUTIONAL LIQUIDITY MANAGEMENT SERVICES:

<u>Municipalities/Public Entities</u> (Average market value)	<u>Annual Fee</u> (Percentage of fees)
On the first \$10 million	0.250%
On the next \$20 million	0.200%
On the next \$20 million	0.175%
Over \$50 million	0.150%
<i>Minimum account balance requirement of \$2,000,000 per account.</i>	

A client or Zions Capital Advisors may generally terminate its agreement at any time upon receipt of thirty days' written notice.

Client Signature _____ Date _____

EXHIBIT C

CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the Authority that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants 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.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the Authority within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the Authority may terminate the Agreement immediately and the Consultant shall be liable to the Authority for actual and consequential damages of the Authority resulting from such termination, and the Authority shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D

FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	Authority(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):	
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By: _____	By: _____
_____ Authority	_____ Consultant

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
CAPITAL PROJECTS FUND
AMENDED 2022 BUDGET**

	ADOPTED 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 328,691,904	\$ 328,691,904
REVENUES		
Interest income	144,000	144,000
Other revenue	-	-
Developer advance	400,000	400,000
Intergovernmental revenue - AACMD	-	-
2020A Bond draws	-	-
2020B Bond draws	-	-
2022 Bond draws	-	200,000,000
Total revenues	544,000	200,544,000
TRANSFERS IN		
Transfer from other funds	-	-
Total funds available	329,235,904	529,235,904
EXPENDITURES		
Capital Projects		
Intergovernmental expense- AACMD	328,350,900	328,350,900
Accounting	10,000	10,000
Legal	275,000	275,000
Cost of issuance	-	6,000,000
Capital outlay	-	194,000,000
Repay developer advance	400,000	400,000
Repay developer advance interest	32,000	32,000
Contingency	83,004	83,004
Total expenditures	329,150,904	529,150,904
TRANSFERS OUT		
Transfer to other funds	85,000	85,000
Total expenditures and transfers out requiring appropriation	329,235,904	529,235,904
ENDING FUND BALANCE	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

RESOLUTION NO. 2022-03-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD REGARDING CONTINUING DISCLOSURE POLICIES AND PROCEDURES

A. The Aurora Highlands Community Authority Board, Adams County, Colorado (the “**Authority**”) has entered into the continuing disclosure undertaking(s) set forth in **Exhibit A** attached hereto (referred to collectively herein, whether one or more than one, the “**Continuing Disclosure Undertaking**”).

B. The Board of Directors of the Authority (the “**Board**”) desires to adopt policies and procedures in an effort to ensure compliance by the Authority with its obligations set forth in the Continuing Disclosure Undertaking (the “**Continuing Disclosure Policy**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, ADAMS COUNTY, COLORADO:

1. The Continuing Disclosure Policy, as hereby approved, adopted and made a part of the public records of the Authority, shall be to impose the procedures set forth in **Exhibit B** attached hereto (the “**Compliance Procedures**”).
2. The Board hereby delegates the tasks and responsibilities set forth in the Compliance Procedures to the responsible parties as set forth therein.
3. The Continuing Disclosure Policy is intended to supplement any previous post-issuance compliance procedures that may have been adopted by the Authority and any procedures evidenced in writing by any Official Statement or continuing disclosure undertaking heretofore or hereafter issued, entered into or executed and delivered by the Authority or on its behalf.
4. The Board may revise the Continuing Disclosure Policy from time to time as the Board deems necessary or desirable to comply with federal and state securities laws or otherwise as the Board may determine in its sole discretion.
5. Prior to the engagement of the responsible parties listed in the Compliance Procedure, and other consultants as may be applicable with respect to the Continuing Disclosure Undertaking, such responsible parties and consultants shall be required to review and comply with the Continuing Disclosure Policy, including, without limitation, the responsibilities set forth in the Compliance Procedures.
6. Within thirty (30) days, or earlier if necessary, of entering into any new continuing disclosure undertaking and/or with respect to any changes or modifications to the Continuing Disclosure Undertaking, the responsible parties and consultants shall meet with bond counsel and disclosure counsel to review the continuing disclosure compliance requirements and develop a process for compliance with respect to such new and/or changed continuing disclosure undertaking.

RESOLUTION APPROVED AND ADOPTED on March 17, 2022.

**THE AURORA HIGHLANDS
COMMUNITY AUTHORITY BOARD**

By: _____
Matt Hopper, President

Attest:

By: _____
Secretary/Asst. Sec.

EXHIBIT A

Continuing Disclosure Undertaking

CONTINUING DISCLOSURE AGREEMENT

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO) SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS SERIES 2021A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$297,464,000

This Continuing Disclosure Agreement (this “Agreement”) is entered into on December 22, 2021, by and among The Aurora Highlands Community Authority Board in the City of Aurora, Adams County, Colorado (the “Authority”), Aurora Highlands LLC, a Nevada limited liability company (the “Developer”), the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County Colorado (the “Coordinating District”), ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“ATEC District No. 2”) and Zions Bancorporation, National Association, Denver, Colorado, as trustee (the “Trustee”), under the Indenture (defined below) relating to the above-captioned bonds (the “Bonds”).

Section 1. Purpose. This Agreement is being executed and delivered by the parties hereto for the benefit of the holders of the Bonds and in consideration for the purchase by D.A. Davidson & Co. Denver, Colorado (the “Underwriter”), of the Bonds pursuant to the terms of the Bond Purchase Agreement for the Bonds between the Underwriter and the Authority dated as of December 15, 2021. This Agreement is not being entered into pursuant to the requirements of Securities and Exchange Commission Rule 15c2-12 (the “Rule”) insofar as it has been determined by the Underwriter that the Bonds are exempt from requirements of the Rule.

Section 2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings set forth in the Indenture (defined below) and the Limited Offering Memorandum (defined below). The capitalized terms set forth below shall have the following respective meanings for purposes of this Agreement:

“*Audited Financial Statements*” means the most recent annual financial statements for the Authority prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”), which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Colorado.

“*Bond Resolution*” means the resolution or resolutions authorizing the issuance of the Bonds adopted by the Board of Directors of the Authority on November 18, 2021.

“*Financing Districts*” means collectively, the Coordinating District, ATEC District No. 2, The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, and The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado.

“*Indenture*” means the Indenture of Trust relating to the Bonds dated as of December 22, 2021, by and between the Authority and the Trustee, as such Indenture may be amended or supplemented from time to time.

“*Limited Offering Memorandum*” means the Limited Offering Memorandum prepared in connection with the offer and sale of the Bonds, dated December 15, 2021.

“*MSRB*” means the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“*Person*” means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

“*Quarterly Report*” has the meaning assigned to such term in Section 3 of this Agreement.

“*Report Conversion Date*” means the date when the ratio derived by dividing the then-outstanding principal amount of all debt of the Authority (including the Bonds), by the assessed valuation of the taxable property of the Financing Districts, as such assessed valuation is certified from time to time by the appropriate county assessor, is fifty percent (50%) or less.

“*Report Deadline*” has the meaning assigned to such term in Section 3 of this Agreement.

“*Trustee Filing Deadline*” has the meaning assigned to such term in Section 3 of this Agreement.

Section 3. Procedures for Providing Quarterly and Annual Reports.

(a) **Provisions of Quarterly Information to Trustee.** The Authority, as to the form attached hereto as Appendix A, the Developer as to the form attached hereto as Appendix B and the Coordinating District and ATEC District No. 2, as applicable, as to the form attached hereto as Appendix C, hereby undertake and agree, respectively, to provide to the Trustee within 45 days after the end of each calendar quarter (being March 31, June 30, September 30, and December 31) (each a “Quarterly Report Deadline”) commencing with the calendar quarter ending on December 31, 2021, the information set forth in the form of the quarterly report attached hereto (each a “Quarterly Report”). The Authority shall further provide its Audited Financial Statements as part of the September 30 Quarterly Report in each year beginning in 2022. The Trustee will provide the information required by Section 2 of the Authority’s Quarterly Report to the Authority not later than 10 days after the end of each calendar quarter. Any or all of the items required to be updated in the Quarterly Report may be incorporated by reference from other documents, including offering documents of debt issues which are available to the public on the MSRB’s internet website or filed with the SEC. The Developer and the Authority, as applicable, shall clearly identify each such document incorporated by reference.

(b) **Provision of Reports to the MSRB.** Within 5 business days after receipt of each Quarterly Report from the Developer, the Coordinating District, ATEC District No. 2 and the Authority, the Trustee shall provide to the MSRB (in an electronic format as prescribed by the MSRB) the Quarterly Report. Each Quarterly Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) above; provided that the Audited Financial Statements of the Authority may be submitted separately from the balance of the Quarterly Report due on each September 30.

If the Developer, the Coordinating District, ATEC District No. 2 or the Authority fails to provide to the Trustee the information in the Quarterly Report required to be provided by it at least 5 business days prior to the applicable Quarterly Report Deadline, then the Trustee shall provide notice to the Developer, the Coordinating District, ATEC District No. 2 or the Authority (as applicable) that its respective portions of the Quarterly Report remain due, and shall indicate in such notice the applicable Quarterly Report Deadline. If the Developer, the Coordinating District, ATEC District No. 2 or the Authority fails to provide the Trustee the information in the Quarterly Report required to be provided by it by the applicable Quarterly Report Deadline, which results in the Trustee’s inability to provide a complete Quarterly Report to the

MSRB within 55 days after the end of each calendar quarter (being March 31, June 30, September 30 and December 31) (each a “Trustee Quarterly Filing Deadline”), then as soon as practicable after the Trustee Quarterly Filing Deadline, the Trustee shall promptly file such portion of the Quarterly Report as has been provided to it as of such date, and shall file or cause to be filed a notice in substantially the form attached hereto as Appendix D with the MSRB.

In addition to the foregoing, the Trustee shall, prior to the date of each filing of a Quarterly Report, determine the appropriate electronic format prescribed by the MSRB. After the Trustee files a Quarterly Report and/or the notice described in the preceding paragraph with the MSRB, the Trustee shall inform the Developer, the Coordinating District, ATEC District No. 2 and the Authority in writing of the date that such report or notice was filed and list all the entities to which it was provided.

(c) **Means of Transmitting Information.** Subject to technical and economic feasibility, the Developer, the Coordinating District, ATEC District No. 2 and the Authority shall employ such methods of information transmission as the Trustee shall reasonably request. All documents provided to the MSRB pursuant to this Agreement shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Agreement, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

Section 4. Notice of Material Events. Whenever the Authority obtains actual knowledge of the occurrence of any of the following events, the Authority shall cause the Trustee to provide, in a timely manner, a notice of such event to the MSRB:

- (i) the failure or refusal by any Financing District to impose or collect the Required Debt Service Mill Levy;
- (ii) the occurrence of an Event of Default under the Indenture or any Revenue Pledge Agreement, including a description of such Event of Default;
- (iii) a non-payment related default under the Indenture (if the Authority deems such default to be material to the Owners), including a description of such default;
- (iv) a delinquency in the payment of the Bonds;
- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vi) modifications to rights of the Owners, if material;
- (vii) Bond calls and tender offers;
- (viii) defeasances of the Bonds;

(ix) incurrence of a financial obligation¹ of the Authority or a Financing District, if material, or amendment to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the Authority or a Financing District, any of which affect the Owners, if material; and

(x) default, event of acceleration, termination event, modification of terms or other similar events under the terms of the financial obligation of the Authority or a Financing District, any of which reflect financial difficulties.

Whenever the Trustee obtains actual knowledge of the occurrence of any of the aforementioned events, the Trustee shall promptly notify the Authority of such event. For purposes of this paragraph, “actual knowledge” of the Trustee means actual knowledge by an officer of the Trustee having responsibility for matters regarding the Indenture or the Bonds.

Section 5. Termination. The obligations of the Authority, the Coordinating District, ATEC District No. 2 and the Trustee under this Agreement shall terminate at such time as none of the Bonds are Outstanding under the Indenture. The obligations of the Developer under this Agreement shall terminate upon the earlier to occur of (a) the Report Conversion Date, or (b) the date at which none of the Bonds are Outstanding under the Indenture.

Section 6. Liability for Content of Information Provided. So long as the parties to this Agreement act in good faith, such entities shall not be liable for any errors, omissions or misstatements in the information provided pursuant to this Agreement

Section 7. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may only be amended with the consent of the Owners holding in the aggregate the majority of the Bonds outstanding under the Indenture.

Section 8. Failure to Perform. Any failure by the Authority to perform in accordance with this Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If the Authority fails to comply with this Agreement, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority to comply with its obligations hereunder. If the Developer fails to comply with this Agreement, the Authority, within 20 days of receipt of notice in substantially the form attached as Appendix D from the Trustee, shall be obligated to provide the information which the Developer is obligated to provide hereunder, but only to the extent that such information is publicly available. Furthermore, if the Developer fails to comply with this Agreement, the sole remedy of Owners shall be an action in mandamus or for specific performance to compel the Developer to comply with its respective obligations hereunder to the extent the Authority has not otherwise satisfied such obligations as provided above. If the Coordinating District or ATEC District No. 2 fails to comply with this Agreement, the Authority, within 20 days of receipt of notice in substantially the form attached as Appendix D from the

¹ The term “financial obligation” means a (i) debt obligation (being a short-term and long-term debt obligations of the Authority or obligated person under the terms of an indenture, loan agreement, lease that operates as a vehicle to borrow money or similar contract); (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). Financial obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

Trustee, shall be obligated to provide the information which the Coordinating District or ATEC District No. 2, as applicable, is obligated to provide hereunder, but only to the extent that such information is publicly available. Furthermore, if the Coordinating District or ATEC District No. 2 fails to comply with this Agreement, the sole remedy of Owners shall be an action in mandamus or for specific performance to compel the Coordinating District or ATEC District No. 2, as applicable, to comply with its respective obligations hereunder to the extent the Authority has not otherwise satisfied such obligations as provided above.

Section 9. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement, the intent being that the same are severable.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 11. Compensation. As compensation for its services under this Agreement, the Trustee shall be compensated or reimbursed by the Authority for its reasonable fees and expenses in performing the services specified under this Agreement.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Authority, the Coordinating District, ATEC District No. 2, the Trustee and the Owners and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Trustee. The Trustee shall have only such duties as are specifically set forth in this Agreement and no implied covenants or obligation shall be read into this Agreement against the Trustee. The Authority, the Coordinating District and ATEC District No. 2 agree, to the extent permitted by law, to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performances of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim or liability, but excluding liabilities due to the Trustee's gross negligence or willful misconduct. The Trustee may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Authority. The Trustee shall not be responsible in any manner for the content of any notice or report (including without limitation any Quarterly Report) prepared by the Developer, the Coordinating District, ATEC District No. 2 or the Authority pursuant to this Agreement. The obligations of the Authority, the Coordinating District, and ATEC District No. 2 under this Section shall survive resignation or removal of the Trustee and payment of the Bonds.

Section 14. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Assignment. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

Section 16. Counterparts. This Agreement may be executed on counterpart signature pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD, IN THE CITY OF AURORA,
ADAMS COUNTY, COLORADO

By: _____

Matthew Hopper, President

AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT, IN THE CITY OF
AURORA, ADAMS COUNTY, COLORADO

By: _____

Matthew Hopper, President

ATEC METROPOLITAN DISTRICT NO. 2, IN THE
CITY OF AURORA, ADAMS COUNTY,
COLORADO

By: _____

Matthew Hopper, President

AURORA HIGHLANDS, LLC, a Nevada limited
liability company

By: CGF Management Inc., a Nevada corporation, its
Manager

By: _____

Carlo G. Ferreira
Its: President

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____

Authorized Officer

[Signature Page to Continuing Disclosure Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD, IN THE CITY OF AURORA,
ADAMS COUNTY, COLORADO

By: _____
Authorized Signatory

AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT, IN THE CITY OF
AURORA, ADAMS COUNTY, COLORADO

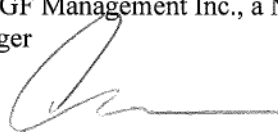
By: _____
Authorized Signatory

ATEC METROPOLITAN DISTRICT NO. 2, IN THE
CITY OF AURORA, ADAMS COUNTY,
COLORADO

By: _____
Authorized Signatory

AURORA HIGHLANDS, LLC, a Nevada limited
liability company

By: CGF Management Inc., a Nevada corporation, its
Manager



By: Carlo G. Ferreira
Its: President

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, all as of the date first above written.

THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD, IN THE CITY OF AURORA,
ADAMS COUNTY, COLORADO

By: _____
Matthew Hopper, President

AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT, IN THE CITY OF
AURORA, ADAMS COUNTY, COLORADO

By: _____
Matthew Hopper, President

ATEC METROPOLITAN DISTRICT NO. 2, IN THE
CITY OF AURORA, ADAMS COUNTY,
COLORADO

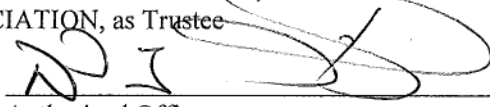
By: _____
Matthew Hopper, President

AURORA HIGHLANDS, LLC, a Nevada limited
liability company

By: CGF Management Inc., a Nevada corporation, its
Manager

By: _____
By: Carlo G. Ferreira
Its: President

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By:  _____
Authorized Officer

APPENDIX A
(To Continuing Disclosure Agreement)

FORM OF QUARTERLY REPORT OF THE AUTHORITY
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$297,464,000

Date of Report: _____, for Quarter ending: _____

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (the “Agreement”) entered into on December 22, 2021, by and among The Aurora Highlands Community Authority Board in the City of Aurora, Adams County, Colorado (the “Authority”), Aurora Highlands, LLC, a Nevada limited liability company (the “Developer”), the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County Colorado (the “Coordinating District”), ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“ATEC District No. 2”), and Zions Bancorporation, National Association, Denver, Colorado, as trustee (the “Trustee”), under the Indenture (defined below) relating to the above-captioned bonds (the “Bonds”). Unless otherwise stated herein, capitalized terms shall have the meanings assigned them in the Limited Offering Memorandum dated December 15, 2021, pertaining to the Bonds, and all information contained herein is the most current information available as of the Date of Report specified above, and is provided with respect to development in the Authority and the Financing Districts (as defined in the Agreement).

Section 1. Development Permit Activity in the TAH Development (as defined in the Limited Offering Memorandum). *To be updated each quarter for so long as required under Section 5 of the Agreement. The Authority shall use responsible efforts to complete this Section 1 to the extent of information available from public sources. If specific data is not available, the Authority is to use reasonable efforts to provide data similar in nature, to the extent publicly available.*

(a) **Building Permits-Residential.** State the number of residential building permits issued by the City of Aurora within The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado (“District No. 1”), The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“District No. 2”) and The Aurora Highlands Metropolitan

District No. 3, in the City of Aurora, Adams County, Colorado (“District No. 3”) since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds:

Period				
Description	Dates Covered	Type (single family attached or single family detached) (for each individual BP)	Location (District No. 1, District No. 2, and District No. 3)	BPs Issued
As of Bond Issuance	Up to 12/31/21			0
First Quarter	1/1/22 – 3/31/22			
Second Quarter	4/1/22 – 6/30/22			
Third Quarter	7/1/22 – 9/30/22			
Fourth Quarter	10/1/22 – 12/31/22			
(successive quarters to be listed here on each row)				

(b) **Building Permits-Commercial.** State the number of commercial building permits issued by the City of Aurora within ATEC District No. 2 since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds:

Period					
Description	Dates Covered	Type (retail, industrial, office, hotel, etc.) (for each individual BP)	Location (ATEC District No. 2)	Total square feet / number hotel rooms (for each individual BP)	BPs Issued
As of Bond Issuance	Up to 12/31/21	Example: 1 BP – 25,00 square feet-commercial office			0
First Quarter	1/1/22 – 3/31/22				
Second Quarter	4/1/22 – 6/30/22				
Third Quarter	7/1/22 – 9/30/22				
Fourth Quarter	10/1/22 – 12/31/22				
(successive quarters to be listed here on each row)					

(c) **Certificates of Occupancy-Residential.** State the number of residential certificates of occupancy issued by the City of Aurora within District No. 1, District No. 2, and District No. 3 since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds:

Period				
Description	Dates Covered	Type (single- family attached or single family detached)(for each individual CO)	Location (District No. 1, District No. 2, and District No. 3)	COs Issued
As of Bond Issuance	Up to 12/31/21			0
First Quarter	1/1/22 – 3/31/22			
Second Quarter	4/1/22 – 6/30/22			
Third Quarter	7/1/22 – 9/30/22			
Fourth Quarter	10/1/22 – 12/31/22			
(successive quarters to be listed here on each row)				

(d) **Certificates of Occupancy-Commercial.** State the number of commercial certificates of occupancy issued by the City of Aurora within ATEC District No. 2 since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds:

Period					
Description	Dates Covered	Type (retail, industrial, office, hotel, etc.) (for each individual CO)	Location (ATEC No. 2)	Total square feet / number hotel rooms (for each individual CO)	COs Issued
As of Bond Issuance	Up to 12/31/21	Example: 1 CO – 25,00 square feet-commercial office			0
First Quarter	1/1/22 – 3/31/22				
Second Quarter	4/1/22 – 6/30/22				
Third Quarter	7/1/22 – 9/30/22				
Fourth Quarter	10/1/22 – 12/31/22				
(successive quarters to be listed here on each row)					

Section 2. Fund Balances and Transfers. *[The Authority to complete, based upon information received from the Trustee; to be updated each quarter.]* The amount on deposit in each of the following funds is set forth below, as of _____, 20__.

- (a) the amount on deposit in the Revenue Fund is \$_____;
- (b) the amount on deposit in the Project Fund is \$_____; and

(c) the amount on deposit in the Bond Fund is \$_____.

Section 3. Inclusion Status. State the status of any inclusions of property into the Financing Districts pursuant to the Inclusion Agreement.

Section 4. Attached Quarterly Authority Financial Information. Quarterly information listed below need not be included for the fourth quarter of each year if such information is included in the annual information set forth in Section 4 below. The following information for which the appropriate box is checked is attached to this Quarterly Report:

_____ Unaudited quarterly financial statements for the Authority for the period ending _____.

_____ Year-to-date actual budget, compared with adopted budget, for the Authority's General Fund and _____ Debt Service Fund, as of _____, _____ and _____ [insert dates], respectively.

Section 5. Annual Authority Financial Information. *[The Authority to complete; to be provided with the Quarterly Report indicated below.]* Each of the annual information items set forth below must be provided only once each year as indicated below. Audited Financial Statements shall be provided with, and no later than, the appropriate Quarterly Report. The following information for which the appropriate box is checked is attached to this Quarterly Report:

_____ Audited Financial Statements of the Authority for the year ending _____.
(Must be provided with the September 30 Quarterly Report).

_____ Unaudited annual financial statements of the Authority for the year ending _____. (Must be provided with the March 31 Quarterly Report of the immediately succeeding year).

_____ Annual budget of the Authority for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of the Authority. (Must be provided with the December 31 Quarterly Report.)

[Signature/Certification on Following Page]

The information contained in this Quarterly Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Quarterly Report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds and is neither intended to, nor shall it be, used by the Owners or Beneficial Owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Quarterly Report by any person or entity shall create no obligation or liability of the Authority.

The party executing this report on behalf of the Authority certifies that he/she is an authorized representative of the Authority and further certifies that the information contained in the foregoing Quarterly Report is, to the best of his/her knowledge, true, accurate and complete. This report may be executed below on counterpart signature pages.

THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD IN THE CITY OF AURORA,
ADAMS COUNTY, COLORADO

By: _____
Authorized Signatory

Authorized Signatory

[Signature/Certification Page to Quarterly Report of the Authority]

**APPENDIX B
(To Continuing Disclosure Agreement)**

FORM OF QUARTERLY REPORT OF THE DEVELOPER

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$297,464,000**

Date of Report: _____

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (the “Agreement”) entered into on December 22, 2021, by and among The Aurora Highlands Community Authority Board in the City of Aurora, Adams County, Colorado (the “Authority”), Aurora Highlands, LLC, a Nevada limited liability company (the “Developer”), the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County Colorado (the “Coordinating District”), ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“ATEC District No. 2”), and Zions Bancorporation, National Association, Denver, Colorado, as trustee (the “Trustee”), under the Indenture (defined below) relating to the above-captioned bonds (the “Bonds”). Unless otherwise stated herein, capitalized terms shall have the meanings assigned them in the Limited Offering Memorandum dated December 15, 2021, pertaining to the Bonds, and all information contained herein is the most current information available as of the Date of Report specified above, and is provided with respect to development in the Authority and the Financing Districts (as defined in the Agreement).

Section 1. Residential Development. Provide the following information with respect to property within The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado (“District No. 1”), The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“District No. 2”), The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado (“District No. 3”) since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds.

(a) **Current and Planned Residential Development.** Update the following table with respect to the anticipated residential development in District No. 1, District No. 2 and District No. 3 as of the end of the calendar quarter for which this Quarterly Report is provided.

Summary of Current and Planned Residential Development

[The remainder of this page intentionally left blank.]

Lot Sales to Builders																Plat Status		Lot Development Status		
Phase	Village	PA	Neighborhood Name	Homebuilder	Product Type	Future Lots	In entitlement process*	Under Contract	Closed	Total	Administrative	Recorded	Not Platted	Lots Under Development	Lots In	Future Lots				
											Approval Pending Recording				Design but not yet in Development					
I	Highlands Green	21.1 through 21.6	First Light	Richmond American Richmond American Richmond American	SFD/SFA SFD/SFA SFD/SFA															
I	Highlands Green	19.1 through 19.4	Starlight Terrace	Pulte	SFD															
II	Warm Springs	52.1 and 55.1	Riverwalk Estates Sunset Park	Bridgewater Taylor	SFD															
II	Warm Springs	52.2	Meadows	Morrison	SFD/SFA															
II	Warm Springs	55.2	Sunrise Creek Half Moon	Tri Pointe	SFD															
II	Warm Springs	64.1	Terrace	DR Horton	SFA															
II	Warm Springs	64.2	Eveningside	DR Horton	SFD/SFA															
II	Warm Springs	65.1 through 65.3	Dayside	DR Horton	SFD/SFA															
II	Highlands Creek West	80.1 and 80.2	Morningside	DR Horton	SFD/SFA															
II	Highlands Creek West	70	Creekside	Century	SFA															
II	Warm Springs	64.4		Dreamfinders	SFA															
III	48th Place	5.1		Pulte	SFA															
III	Highlands Green	34		Pulte	SFD															
III	The Reserve	35.1		Pulte	SFD															
III	The Reserve	35.2		Pulte	SFD															
III	Highlands Green	13.2		Richmond American	SFD															
III	48th Place	29.2		Richmond American	SFD															
III	48th Place	29.1		Richmond American	SFD															
III	48th Place	6.2		Richmond American	SFD															
III	North Highlands Market	4		Richmond American	SFD															
III	Highlands Green	12 and 13.1		Dreamfinders	SFD															
III	48th Place	5.2 and 6.1		Dreamfinders	SFA															
III	The Reserve	35.3		Dreamfinders	SFD															
III	The Reserve	40.1		Tri Pointe	SFD															
III	The Reserve	40.2		Century	SFD															
III	Highlands Creek East	46.1		Century	SFD															
III	Highlands Creek East	46.2		Bridgewater	SFD															
IV	The Reserve	37.2		Richmond American	SFD/SFA															
IV	The Reserve	37.3		Pulte	SFD															
IV	Highlands Creek East	78.2		DR Horton	SFD/SFA															
IV	Highlands Creek East	71.1		Dreamfinders	SFD/SFA															
IV	Highlands Creek East	78.3		Century	SFD															
IV	North Highlands Market	78.4		Taylor Morrison	SFD/SFA															
IV	Highlands Creek East	48		Century	SFD															

Totals**Percentages of Totals**

- *Lots being designed and entitled to builder-requested specifications for continuation inventory.

(b) **Platting/Land Entitlements.** Describe any changes to the platting of property within the Authority and District No. 1, District No. 2 or District No. 3, since the last Quarterly Report.

(c) **Cancelled Purchase Contracts.** Describe any contracts for the purchase of lots from the Developer that were cancelled or terminated (prior to the purchase of the full amount of lots anticipated to be purchased thereunder) since the last Quarterly Report.

Section 2. Commercial Development. Provide the following information with respect to property within ATEC District No. 2 since both the last Quarterly Report and cumulatively, since the date of issuance of the Bonds.

(a) There are _____ commercial square feet in ATEC District No. 2 not sold or under contract.

(b) There are _____ commercial square feet in ATEC District No. 2 under contract.

(c) There are _____ commercial square feet in ATEC District No. 2 closed and sold.

(d) **Platting/Land Entitlements.** Describe any changes to the platting of property within ATEC District No. 2 since the last Quarterly Report.

(e) **Cancelled Purchase Contracts.** Describe any contracts for the purchase of lots from the Developer that were cancelled or terminated (prior to the purchase of the full amount of lots anticipated to be purchased thereunder) since the last Quarterly Report.

[Signature/Certification on Following Page]

The information contained in this Quarterly Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Quarterly Report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds and is neither intended to, nor shall it be, used by the Owners or Beneficial Owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Quarterly Report by any person or entity shall create no obligation or liability of the Developer.

The party executing this report on behalf of the Developer certifies that he/she is an authorized representative of the Developer and further certifies that the information contained in the foregoing Quarterly Report is, to the best of his/her knowledge, true, accurate and complete. This report may be executed below on counterpart signature pages.

AURORA HIGHLANDS, LLC, a Nevada limited liability company

By: CGF Management Inc., a Nevada corporation, its Manager

By: _____

Name: _____

Title: _____

[Signature/Certification Page to Developer Quarterly Report]

APPENDIX C
(To Continuing Disclosure Agreement)

**FORM OF QUARTERLY REPORT OF COORDINATING DISTRICT AND ATEC DISTRICT
NO. 2**

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO
SPECIAL TAX REVENUE REFUNDING AND IMPROVEMENT BONDS
SERIES 2021A
IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$297,464,000**

Date of Report: _____

All capitalized terms used and not otherwise defined in this report shall have the respective meanings assigned in the Continuing Disclosure Agreement (the “Agreement”) entered into on December 22, 2021, by and among The Aurora Highlands Community Authority Board in the City of Aurora, Adams County, Colorado (the “Authority”), Aurora Highlands, LLC, a Nevada limited liability company (the “Developer”), the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County Colorado (the “Coordinating District”), ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado (“ATEC District No. 2”), and Zions Bancorporation, National Association, Denver, Colorado, as trustee (the “Trustee”), under the Indenture (defined below) relating to the above-captioned bonds (the “Bonds”). Unless otherwise stated herein, capitalized terms shall have the meanings assigned them in the Limited Offering Memorandum dated December 15, 2021, pertaining to the Bonds, and all information contained herein is the most current information available as of the Date of Report specified above, and is provided with respect to development in the Authority and the Financing Districts (as defined in the Agreement).

Section 1. Assessed Value, Actual Value and Mill Levies . [To be provided annually with the June 30 Quarterly Report]

(a) The Coordinating District and ATEC No. 2 shall complete and update the relevant table:

History of District No. 1 Mill Levy, Assessed Valuation and Property Tax Collections

Levy/ Collection Year	Mill Levies		Total Mill Levy	Assessed Valuation		Property Tax Collections		
	General Fund Mill Levy	Bond/Debt Mill Levy		Assessed Valuation	Percent Change	Property Taxes Levied	Property Tax Collections	Percent Collected

Sources: State of Colorado, Colorado Department of Local Affairs, Division of Property Taxation, State of Colorado Property Tax Annual Reports; and the County Assessor's office

History of District No. 2's Mill Levy, Assessed Valuation and Property Tax Collections

Levy/ Collection Year	Mill Levies			Assessed Valuation		Property Tax Collections		
	General Fund Mill Levy	Bond/Debt Mill Levy	Total Mill Levy	Assessed Valuation	Percent Change	Property Taxes Levied	Property Tax Collections	Percent Collected

Sources: State of Colorado, Colorado Department of Local Affairs, Division of Property Taxation, State of Colorado Property Tax Annual Reports; and the County Assessor's office

History of District No. 3's Mill Levy, Assessed Valuation and Property Tax Collections

Levy/ Collection Year	Mill Levies			Assessed Valuation		Property Tax Collections		
	General Fund Mill Levy	Bond/Debt Mill Levy	Total Mill Levy	Assessed Valuation	Percent Change	Property Taxes Levied	Property Tax Collections	Percent Collected

Sources: State of Colorado, Colorado Department of Local Affairs, Division of Property Taxation, State of Colorado Property Tax Annual Reports; and the County Assessor's office

History of ATEC No. 2's Mill Levy, Assessed Valuation and Property Tax Collections

Levy/ Collection Year	Mill Levies			Assessed Valuation		Property Tax Collections		
	General Fund Mill Levy	Bond/Debt Mill Levy	Total Mill Levy	Assessed Valuation	Percent Change	Property Taxes Levied	Property Tax Collections	Percent Collected

Sources: State of Colorado, Colorado Department of Local Affairs, Division of Property Taxation, State of Colorado Property Tax Annual Reports; and the County Assessor's office

History of the Coordinating District's Mill Levy, Assessed Valuation and Property Tax Collections

Levy/ Collection Year	Mill Levies			Assessed Valuation		Property Tax Collections		
	General Fund Mill Levy	Bond/Debt Mill Levy	Total Mill Levy	Assessed Valuation	Percent Change	Property Taxes Levied	Property Tax Collections	Percent Collected

Sources: State of Colorado, Colorado Department of Local Affairs, Division of Property Taxation, State of Colorado Property Tax Annual Reports; and the County Assessor's office

Section 2. Inclusion Status. State the status of any inclusions of property into the Financing Districts, as defined in the Agreement, pursuant to the Inclusion Agreement.

Section 3. Annual Financing District Financial Information. Each of the annual information items set forth below must be provided only once each year as indicated below. The following information for which the appropriate box is checked is attached to this Quarterly Report:

_____ Annual budget of District No. 1 for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of District No. 1. (Must be provided with the December 31 Quarterly Report.)

_____ Annual budget of District No. 2 for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of District No. 2. (Must be provided with the December 31 Quarterly Report.)

_____ Annual budget of District No. 3 for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of District No. 3. (Must be provided with the December 31 Quarterly Report.)

_____ Annual budget of ATEC No. 2 for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of ATEC District No. 2. (Must be provided with the December 31 Quarterly Report.)

_____ Annual budget of the Coordinating District for fiscal year _____. Such annual budget _____ has _____ has not been adopted by the Board of Directors of the Coordinating District. (Must be provided with the December 31 Quarterly Report.)

[Signature/Certification on Following Page]

The information contained in this Quarterly Report has been obtained from sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness. The information contained in this Quarterly Report is neither intended nor shall be construed as a document updating the Limited Offering Memorandum for the Bonds and is neither intended to, nor shall it be, used by the Owners or Beneficial Owners of the Bonds for the purpose of making a subsequent investment decision with respect to the Bonds.

Receipt of this Quarterly Report by any person or entity shall create no obligation or liability of any of the Coordinating District or ATEC District No. 2.

The party executing this report on behalf of the Coordinating District and ATEC District No. 2 hereby certifies that he/she is authorized to execute this report on behalf of the party on whose behalf he/she has so executed and further certifies that the applicable information contained in the foregoing Quarterly Report is, to the best of his/her knowledge, true, accurate and complete. This report may be executed below on counterpart signature pages.

AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT, IN THE CITY OF
AURORA, ADAMS COUNTY, COLORADO

By: _____
Authorized Signatory

ATEC METROPOLITAN DISTRICT NO. 2, IN THE
CITY OF AURORA, ADAMS COUNTY,
COLORADO

By: _____
Authorized Signatory

[Signature/Certification Page to Coordinating District and ATEC District No. 2 Quarterly Report]

APPENDIX D
(To Continuing Disclosure Agreement)

NOTICE OF FAILURE TO FILE QUARTERLY REPORT

Name of Authority: The Aurora Highlands Community Authority Board in the City of Aurora,
 Adams County, Colorado

Name of Bond Issue: The Aurora Highlands Community Authority Board in the City of Aurora,
 Adams County, Colorado, Special Tax Revenue Refunding and Improvement
 Bonds, Series 2021A, in the aggregate principal amount of \$297,464,000.

CUSIPS: 05164H AV5

Date of Issuance: December 22, 2021

NOTICE IS HEREBY GIVEN that the (check as appropriate) ___ Authority ___ the Developer ___
 the Coordinating District ___ ATEC No. 2 has not provided a portion of the information required for a
 Quarterly Report with respect to the above-named Bonds as required by the Continuing Disclosure
 Agreement dated December 22, 2021, among the Authority, the Developer, the Coordinating District,
 ATEC No. 2 and the Trustee. The (check as appropriate) ___ Authority ___ the Developer ___ the
 Coordinating District ___ ATEC No. 2 anticipates that such information required by the Quarterly Report
 will be filed by _____.

Dated: _____, ____

Zions Bancorporation, National Association, as Trustee

By: _____
 Its: _____

EXHIBIT B

Compliance Procedure

The Aurora Highlands Community Authority Board, Adams County, Colorado
\$297,464,000 Special Tax Revenue Refunding and Improvement Bonds, Series 2021A

Subject to SEC Rule 15c2-12: NO

QUARTERLY DISCLOSURES¹	
Submittal Date to Trustee	Required Documentation Prepared By:
Quarterly Reports <ul style="list-style-type: none"> • May 15 (quarter ending March 31) • August 14 (quarter ending June 30) • November 14 (quarter ending September 30) • February 15 (quarter ending December 31) commencing with the Quarterly Report due February 15, 2022 (for the quarter ending December 31, 2021)	<u>Quarterly Report (Authority) – Appendix A</u> Section 1 of the Quarterly Report (Authority): CliftonLarsonAllen LLP (“ Manager ”) to compile the following at least thirty (30) days prior to submittal date: <ul style="list-style-type: none"> • # of residential building permits and certificates of occupancy issued in The Aurora Highlands Metropolitan District Nos. 1-3 (“Residential Districts”), from the last quarterly report and cumulatively. • # of commercial building permits and certificates of occupancy issued in ATEC Metropolitan District No. 2 (“Commercial District”), from the last quarterly report and cumulatively Section 2 of the Quarterly Report (Authority): Zions Bancorporation National Association (“ Trustee ”) to provide the fund balances to the Accountant on each March 31, June 30, September 30, and December 31, respectively. Section 3 of the Quarterly Report (Authority): Manager to state the status of any inclusions of property into the Residential Districts or the Commercial District. Section 4 of the Quarterly Report (Authority): CliftonLarsonAllen LLP (“ Accountant ”) to provide Manager the following as of the final day of the last quarter: <ul style="list-style-type: none"> • Unaudited quarterly financial statements. • Year-to-date budget, compared with adopted budget. Section 5 of the Quarterly Report (Authority): <i>Annual financial information provided once annually.</i> Accountant to provide Manager the following information: <ul style="list-style-type: none"> • Audited Financial Statements (November 14 Quarterly Report). • Year-end unaudited annual financial statements (May 15 Quarterly Report). • Annual budget for current fiscal year (February 14 Quarterly Report).
	<u>Quarterly Report (Developer) – Appendix B</u> Section 1 of the Quarterly Report (Developer): Aurora Highlands, LLC (“ Developer ”) to provide Manager the following information concerning the Residential Districts: <ul style="list-style-type: none"> • Updated “Lot Sales to Builders” chart as to Residential Districts. • Description of any changes to Residential Districts platting since last quarterly report.

	<ul style="list-style-type: none"> • Description of any cancelled or terminated purchase contracts since the last quarterly report. <p>Section 2 of Quarterly Report (Developer): Developer to provide Manager the following information concerning the Commercial District:</p> <ul style="list-style-type: none"> • Commercial District area not yet sold or under contract; currently under contract; and closed and sold, since the last quarterly report and cumulatively. • Description of any changes to Commercial District platting since last quarterly report. • Description of any cancelled or terminated purchase contracts since the last quarterly report. <hr/> <p><u>Quarterly Report (Coordinating District and ATEC No. 2) – Appendix C</u></p> <p>Section 1 of the Quarterly Report (Coordinating District and ATEC No. 2): Accountant to provide Manager completed charts of adopted mill levies, assessed valuations, and property tax collections for the Residential Districts, the Commercial District, and the Aerotropolis Area Coordinating Metropolitan District (“Coordinating District”).</p> <p>Section 2 of the Quarterly Report (Coordinating District and ATEC No. 2): Manager to state the status of any inclusions of property into the Residential Districts, the Commercial District, or the Coordinating District.</p> <p>Section 3 of the Quarterly Report (Coordinating District and ATEC No. 2): <i>Annual financial information provided once annually on the February 14 Quarterly Report.</i> Accountant to provide Manager annual budgets for the Residential Districts, the Commercial Districts, and the Coordinating District</p>
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¹ The Quarterly Report (Developer) filing requirement terminates upon the earlier of (a) the Report Conversion Date, or (b) the date at which none of the Bonds are Outstanding under the Indenture. The Quarterly Reports (Authority & Coordinating District and ATEC No. 2) filing requirements terminate at such time as none of the Bonds are Outstanding under the Indenture.

Procedure:

1. Manager will prepare first draft of the report due.
2. Manager to submit report to Trustee on applicable submittal date and shall simultaneously forward a copy of the submittal to McGeady Becher P.C. at continuingdisclosure@specialdistrictlaw.com.

<u>NOTICE OF MATERIAL EVENT</u>		
Reporting / Submittal Deadlines	Responsible Party to Report Event of Default	Party Responsible to Notify Trustee of Event of Default
Authority shall cause the Trustee to provide, in a timely manner, a notice of a material event	McGeady Becher P.C., Manager, Accountant, or anyone who obtains actual knowledge of the occurrence of a material event	McGeady Becher P.C.

SHERMAN & HOWARD

633 Seventeenth Street, Suite 3000, Denver, CO 80202-3622
Telephone: 303.297.2900 Fax: 303.298.0940 www.shermanhoward.com

David K. Lucas
Direct Dial Number: (303) 299-8134
E-mail: dlucas@shermanhoward.com

March 10, 2022

Board of Directors
The Aurora Highlands Community Authority Board
c/o McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1214

Re: The Aurora Highlands Community Authority Board
Special Tax Revenue Bonds, Series 2022

Ladies and Gentlemen:

We are pleased to confirm our engagement as special counsel to The Aurora Highlands Community Authority Board (the "Issuer"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the Issuer in connection with the issuance of the above captioned bonds (collectively, the "Bonds"). The Bonds are expected to be issued by the Issuer and are expected to be payable primarily from property taxes levied and collected by certain member entities of the Issuer.

Personnel. David Lucas will be principally responsible for the work performed by Sherman & Howard L.L.C. on your behalf and they will report to and take direction from McGeady Becher, P.C., the Issuer's general counsel, as well as the Issuer's board of directors. Where appropriate, certain tasks may be performed by other attorneys or paralegals, including Sydnee Beam (attorney) and Marie Pozernick (paralegal). At all times, however, Mr. Lucas will coordinate, review, and approve all work completed for the Issuer.

Scope of Services. We are being retained by you to act as special counsel to the Issuer in connection with the Limited Offering Memorandum for the Bonds (the "Limited Offering Memorandum"). As such, we will provide advice to the Issuer on the applicable legal standards to be used in preparing the Limited Offering Memorandum and meeting the Issuer's disclosure

The Aurora Highlands Community Authority Board
March 10, 2022
Page 2

responsibilities. At the conclusion of the transaction we will deliver a letter to you stating, substantially, that we have assisted the Issuer in the preparation of the Limited Offering Memorandum, and that in the course of such assistance, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Limited Offering Memorandum as of its date or the Limited Offering Memorandum as of its date or as of the date of Closing, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, and information concerning any feasibility reports or financial forecasts attached thereto, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Preliminary Limited Offering Memorandum or Limited Offering Memorandum and its Appendices, which we expressly exclude from the scope of this paragraph. Our letter will be addressed to the Issuer and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). We also expect to issue a reliance letter to the Underwriter.

In requesting and accepting such letter, you recognize and acknowledge that: (i) the scope of the activities performed by us described above were inherently limited and do not encompass all activities that you may be responsible for undertaking in preparing the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (ii) such activities relied substantially on representations, warranties, certifications and opinions made by your representatives and others, and are otherwise subject to the matters set forth in this letter; and (iii) while statements of negative assurance are customarily given to underwriters of municipal securities to assist them in discharging their responsibilities under the federal securities laws, the responsibilities of the issuer of such securities under those laws may differ from those of underwriters in material respects, and this letter may not serve the same purpose or provide the same utility to you as it would to an underwriter of the Bonds.

Our services as special counsel are limited to those contracted for explicitly herein; the Issuer's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Sherman & Howard L.L.C. in connection with any IRS audit or any litigation involving the Issuer or the Bonds, or any other matter. We do not assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Our services are of a traditional legal nature with respect to the Bonds, and we are not acting as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products.

The Aurora Highlands Community Authority Board
March 10, 2022
Page 3

Attorney-Client Relationship. In performing our services as special counsel, the Issuer will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Issuer rather than its Board of Directors, its individual members, or the Issuer's employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. It is our understanding that the Issuer has retained Kutak Rock LLP to serve as bond counsel.

Conflicts of Interest. We would like to disclose past, current, and potential future representations of financial institutions are or may be involved in the issuance of the Bonds or the development of property within the Issuer. Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this Bond transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees (collectively, the "Financial Institutions"). We understand that the underwriter of the Bonds (the "Underwriter") has not been determined at this time. We want to advise you that it is likely that we represent the eventual Underwriter as underwriter's counsel, structuring agent's counsel, or placement agent's counsel in other, unrelated, municipal bond issuances, a number of which may be currently ongoing.

We do not believe that there is a significant risk that any of these representations will materially limit our ability to provide competent and diligent representation of the Issuer in connection with the Bonds, even though certain of the Financial Institutions representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of the Financial Institutions in any matter in which the Issuer is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of the Financial Institutions in current and future transactions that do not directly or indirectly involve the Issuer. We advise you to discuss with your general counsel the advantages and risks involved in waiving current conflicts and future potential conflicts. Your execution of this letter will signify the Issuer's consent to such adverse representations in matters unrelated to the Bonds while we are serving as special counsel hereunder.

Fee Arrangement. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the responsibilities we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the skill and experience required to complete the services properly, we estimate that our fee as special counsel to the Issuer in connection with the Limited Offering Memorandum would be \$115,000 to \$135,000. If, at any time, we believe that circumstances require an adjustment of this fee estimate, we will consult with you regarding any such adjustment.

In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, filing fees, and other necessary office

The Aurora Highlands Community Authority Board
March 10, 2022
Page 4

disbursements in connection with that transaction. At this time, we expect such expenses to be minimal or zero.

We understand and agree that our contingent fees will be paid at Closing out of Bond proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If you prefer, we can provide you with a non-contingent fee arrangement based upon an hourly rate or a fixed transaction fee.

Electronic Communications. Although the Issuer and our firm recognize e-mail may not always be a secure method of communication, and could be intercepted and read by persons who are not the intended recipients, the Issuer and the firm agree to the use of unencrypted e-mail for communications made during the course of this engagement, including communications containing confidential information or advice. The Issuer may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement the request from the Issuer.

Document Retention. At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). We will retain for several years a copy of the transcript and such other materials as correspondence, final substantive work product, documents obtained from you, and documents obtained from third parties. We will not retain such materials as duplicates of the above-described material, or drafts and notes that do not appear needed any longer.

Ordinarily the firm will keep the retained materials until seven years after the final maturity of the Bonds. At the end of that time, unless you advise us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may destroy all or portions of it earlier, as our storage facilities are limited. If you prefer other arrangements for retention or disposition of our files in this matter, please advise us in writing.

Termination of Engagement. Upon delivery of our letter as special counsel, our responsibilities as special counsel will terminate with respect to the Bonds, and our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded. Should the Issuer seek the advice of special counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the duplicate original of this letter signed by the officer so authorized, retaining the other original for your files. We sometimes do not receive signed engagement letters

The Aurora Highlands Community Authority Board
 March 10, 2022
 Page 5

back from clients for various reasons, but the client still wishes for us to serve as their counsel. Accordingly, so that we may begin work on this matter soon per your instructions, if you do not return a signed letter to us or inform us of any comments or objections to this letter, we will consider this letter and the referenced fee arrangement to govern our relationship unless you and we agree otherwise in writing.

We are pleased to have the opportunity to serve as your special counsel and look forward to a mutually satisfactory and beneficial relationship. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

SHERMAN & HOWARD L.L.C.



By: David K. Lucas

Accepted and Approved:

**THE AURORA HIGHLANDS COMMUNITY
 AUTHORITY BOARD**

By: _____

Its: _____

Date: _____

CERTIFIED RECORD
OF
PROCEEDINGS OF
THE BOARD OF DIRECTORS
OF
THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Relating to a Resolution authorizing the issuance of:

Special Tax Revenue Bonds
Series 2022

Considered on First Reading
at a Regular Meeting Held on March 17, 2022

Considered on Second Reading
at a Regular Meeting Held on April 21, 2022

This cover page is not a part of the following resolution and is included solely for the convenience of the reader.

(Attach copy of notice of meeting, as posted)

STATE OF COLORADO)
 ADAMS COUNTY) ss.
 CITY OF AURORA)
 THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD)

For purposes of considering the following resolution (“Resolution”) on first reading, the Board of Directors (the “Board”) of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (the “Authority”), met at a regular meeting on Thursday, the 17th day of March 2022, at 1:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via teleconference.* For purposes of considering the Resolution on second reading, the Board of the Authority met at a regular meeting on Thursday, the 21st day of April 2022 at 1:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via teleconference.**

Although at least one individual will be physically present at the meeting location, due to public health concerns regarding the spread of COVID-19 the meeting will also be held via video/telephonic means.

At such meeting, the following members of the Board were present in person or via teleconference, constituting a quorum:

Matt Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer/Assistant Secretary
Cynthia Shearon	Assistant Secretary
Deanna Hopper	Assistant Secretary
Vacancy	

Also present:

Authority General Counsel:	MaryAnn McGeady, Esq. McGeady Becher P.C.
	Elisabeth A. Cortese, Esq. McGeady Becher P.C.
Underwriter:	Michael Baldwin Jefferies LLC
	Aliraza Hassan Jefferies LLC
Authority Secretary:	Denise Denslow
Authority Accountant:	Debra Sedgeley CliftonLarsonAllen LLP

The Secretary reported that, prior to this regular meeting, each of the members of the Board had been notified of the date, time and place of this meeting and the purpose for which it was called, and notices of the regular meetings held on first reading and second reading was duly given and posted as required by law and published in accordance with the CABEA, copies of such notices being included herein. Thereupon there was introduced the following resolution:

* Join Zoom Meeting
<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>
 Meeting ID: 965 7697 6056
 Passcode: 800276
 One tap mobile
 1-253-215-8782,*800276#

** Join Zoom Meeting
<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>
 Meeting ID: 965 7697 6056
 Passcode: 800276
 One tap mobile
 1-253-215-8782,*800276#

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD (THE “AUTHORITY”) OF ITS SPECIAL TAX REVENUE BONDS, SERIES 2022, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF UP TO \$200,000,000 FOR THE PURPOSE OF FINANCING PUBLIC IMPROVEMENTS SERVING OCCUPANTS, PROPERTY OWNERS AND TAXPAYERS WITHIN THE AUTHORITY’S SERVICE AREA AND PAYING THE COSTS INCIDENTAL TO THE ISSUANCE OF THE BONDS; APPROVING FORMS OF AN INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND OTHER RELATED DOCUMENTS AND INSTRUMENTS; AUTHORIZING THE EXECUTION AND DELIVERY THEREOF AND PERFORMANCE BY THE AUTHORITY THEREUNDER; APPOINTING AN AUTHORITY REPRESENTATIVE TO ACT ON BEHALF OF THE AUTHORITY UNDER SUCH INDENTURE OF TRUST; APPOINTING AN AUTHORIZED DELEGATE TO MAKE CERTAIN DETERMINATIONS RELATING TO THE BONDS AS AUTHORIZED UNDER SECTION 11-57-205, C.R.S.; AUTHORIZING INCIDENTAL ACTION; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

Capitalized terms used and not otherwise defined in the recitals below have the respective meanings set forth in Section 1 of this Resolution or in the Indenture (as defined in Section 1 hereof).

WHEREAS, The Aurora Highlands Community Authority Board (the “Authority”) is a public corporation and political subdivision of the State, duly organized and existing as a separate legal entity under the constitution and laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); The Aurora Highlands Metropolitan District No. 1 (“District No. 1”); The Aurora Highlands Metropolitan District No. 2 (“District No. 2”); The Aurora Highlands Metropolitan District No. 3 (“District No. 3”); ATEC Metropolitan District No. 1 (“ATEC No. 1”) and ATEC Metropolitan District No. 2 (“ATEC No. 2” and, together with the Coordinating District, District No. 1, District No. 2, District No. 3 and ATEC No. 1, the “CAB Districts”) are quasi-municipal corporations and political subdivisions of the State, each duly organized and existing as a metropolitan district under the Colorado Constitution and other laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the CAB Districts have entered into that certain First Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (as so amended and restated, the “CABEA”), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority; and

WHEREAS, ATEC No. 1 was organized by Order and Decree of the District for Adams County, Colorado issued on November 15, 2019 and recorded in the real property records of Adams County, Colorado on November 19, 2019; and

WHEREAS, the Service Plan for ATEC Metropolitan District Nos. 1 and 2 was approved by the City Council of the City of Aurora, Colorado (the “City”), pursuant to Resolution No. R2018-74 adopted on August 6, 2018 (the “Service Plan”); and

WHEREAS, ATEC No. 1 is authorized by the Special District Act to furnish certain public facilities and services, including, but not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection, security, and television relay and transmission in accordance with and subject to the limitations of their respective service plans (the “Authorized Improvements”); and

WHEREAS, at a special election of the eligible electors of the ATEC No. 1, duly called and held on Tuesday, November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 1 Election”), a majority of those qualified to vote and voting at the ATEC No. 1 Election voted in favor of, inter alia, the issuance of ATEC No. 1 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the ATEC No. 1 Revenue Pledge Agreement; and

WHEREAS, the returns of the ATEC No. 1 Election were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of the ATEC No. 1 Election were certified by ATEC No. 1 by certified mail to the City Council of the City of Aurora, being the governing body of the municipality that adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., and such results were filed by ATEC No. 1 with the division of securities created by Section 11-51-701, C.R.S., all within 45 days after the ATEC No. 1 Election; and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including, without limitation, the development of property in the Service Area known as the Aurora Tech Center (the “Aurora Tech Center Development”) and certain Regional Transportation System Improvements (defined below) (collectively, and as more particularly defined in the Indenture (defined in Section 1 hereof), the “East Area Public Improvements”); and

WHEREAS, the Authority has entered into an Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction, dated November 24, 2021 (the

“ARTA IGA”, with the Aerotropolis Regional Transportation Authority (as more particularly defined in Section 1.01 hereof, “ARTA”); and

WHEREAS, ARTA was established for the general purposes of construction, or causing to be constructed, a Regional Transportation System; and

WHEREAS, the Authority is authorized to provide components of the Regional Transportation System (“Regional Transportation System Improvements”), and the CABEA contemplates the provision by the Authority of such Regional Transportation System Improvements; and

WHEREAS, the Authority and ATEC No. 1 have developed a long term financing plan to fund the East Area Public Improvements (including Regional Transportation System Improvements), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such East Area Public Improvements (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time (the “Long Term Capital Improvements Plan (East Area)”); and

WHEREAS, the Board of Directors of the Authority (the “Board”) has determined that it is in the best interests of the Authority, ATEC No. 1, their respective taxpayers, occupants and the public, that the Authority finance the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of additional East Area Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Tech Center Development, in furtherance of effectuating the Long Term Capital Improvements Plan (East Area) (as more particularly defined in the Indenture, the “Project”); and

WHEREAS, the Board has determined that the Authority shall issue its Special Tax Revenue Bonds, Series 2022, in the maximum aggregate principal amount of up to \$200,000,000 (the “Bonds”) for the purposes of financing costs of the Project; and

WHEREAS, for the purpose of producing revenue and pledging such revenue to the Authority, ATEC No. 1 has entered into the ATEC No. 1 Revenue Pledge Agreement pursuant to which it is to impose ad valorem property taxes and pledge the revenue derived therefrom to the Authority, subject to the terms and conditions of such agreement; and

WHEREAS, the revenue pledged to the Authority under the ATEC No. 1 Revenue Pledge Agreement is to be used by the Authority in the manner, for the purposes, at the times and in the amounts as determined by the Authority, in its sole discretion, subject, however, to applicable law and the provisions of the CABEA; and

WHEREAS, the ATEC No. 1 Revenue Pledge Agreement contemplates the issuance by the Authority of CAB Obligations; and

WHEREAS, the Bonds will constitute CAB Obligations within the meaning of the ATEC No. 1 Revenue Pledge Agreement, and the Authority has determined to use certain revenue

received by the Authority under the ATEC No. 1 Revenue Pledge Agreement to secure and pay the Bonds, as more particularly provided in the Indenture; and

WHEREAS, the Bonds shall be special tax revenue obligations of the Authority, payable solely from and to the extent of the Pledged Revenue; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the CABEA, the Act, and all other laws thereunto enabling; and

WHEREAS, the Bonds shall be issued in denominations of \$500,000 each, and in integral multiples above \$500,000 of not less than \$1,000 each; and

WHEREAS, pursuant to Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the Board of Directors of the Authority (the “Directors”) were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting; additionally, in accordance with Section 24-18-110, C.R.S., the appropriate Board members have made disclosure of their personal and private interests relating to the Bonds and the ATEC No. 1 Revenue Pledge Agreement in writing to the Secretary of State and the Board; finally, the Board members having such interests have stated for the record immediately prior to consideration of this Resolution on first reading and the adoption of this Resolution on second reading the fact that they have such interests and the summary nature of such interests and the participation of those Board members is necessary to obtain a quorum or otherwise enable the Board to act; and

WHEREAS, the Board has been presented with a proposal in the form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) from Jefferies LLC, of New York, New York (the “Underwriter”), to purchase the Bonds; and

WHEREAS, after consideration, the Board has determined and hereby determines that the sale of the Bonds to the Underwriter is in the best interests of the Authority and the occupants, property owners and taxpayers in its Service Area (within the meaning of the CABEA); and

WHEREAS, at or prior to this meeting, the Board has been presented with substantially final forms of the other Financing Documents; and

WHEREAS, Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”) provides that all or any provisions of the Supplemental Public Securities Act may be applied by any public entity (which public entity includes any authority organized or acting pursuant to the Act, such as the Authority) to securities issued by such public entity (such as the Bonds) if the issuing authority (being the Board, in its capacity as the governing body of a public entity in which the laws of the State vest the authority to issue securities through an act of issuance) of such public entity elects in an act of issuance (being this Resolution) to so apply all or any provisions of the Supplemental Public Securities Act to the issuance of such securities; and

WHEREAS, accordingly, the Board has elected and hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the issuance of the Bonds; and

WHEREAS, the Board has the authority, as provided in the Supplemental Public Securities Act, to delegate to one or more officers of the Authority the authority to determine certain provisions of the Bonds in accordance with the provisions of this Resolution; and

WHEREAS, the Board desires to authorize the issuance and delivery of the Bonds; to delegate the authority to the Authorized Delegate pursuant to Section 11-57-205(1), C.R.S., to make certain determinations regarding the Bonds as more specifically set forth herein, subject to the limitations set forth herein; and to authorize the execution and delivery of the Financing Documents and the performance by the Authority thereunder; and to authorize the execution, completion, and delivery of such certificates and other documents as may be necessary to effect the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO:

Section 1. Definitions. The following capitalized terms shall have the respective meanings set forth below in this Section 1. Unless the context indicates otherwise or as otherwise defined herein, capitalized terms used in this Resolution and not otherwise defined herein shall have the respective meanings ascribed thereto by the Indenture (defined below).

“*Act*” means Title 29, Article 1, Part 2, C.R.S.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 1 Election*” means the special election of the eligible electors of ATEC No. 1 held on November 5, 2019.

“*ATEC No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 1) dated December 22, 2021 between ATEC No. 1 and the Authority.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Authority*” means The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Authority Accountant*” means (a) as of the date hereof, CliftonLarsonAllen LLP, Greenwood Village, Colorado, and (b) as of any other date, the firm or individual then serving as the accountant for the Authority.

“*Authority Representative*” means the person or persons designated to act on behalf of the Authority by this Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority by its President and attested by an Assistant Secretary, and any alternate or alternates designated as such therein.

“*Authorized Delegate*” means the person or persons appointed as such pursuant to the provisions of Section 4(a) of this Resolution, including any alternate thereof.

“*Board*” means the Board of Directors of the Authority.

“*Bond Counsel*” means Kutak Rock LLP, Denver, Colorado.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement between the Underwriter and the Authority, pursuant to which the Underwriter agrees to purchase the Bonds.

“*Bonds*” means the Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of up to \$200,000,000, issued by the Authority pursuant to this Resolution and the Indenture.

“*CAB Districts*” means, collectively, District No. 1, District No. 2, District No. 3, ATEC No. 1, ATEC No. 2 and the Coordinating District.

“*CABEA*” means the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020, by and among the CAB Districts.

“*City*” means the City of Aurora, Colorado.

“*Code*” means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as amended and in effect as of the date of issuance of the Bonds.

“*Colorado Constitution*” means the Constitution of the State of Colorado.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement in the form set forth in an appendix to the Limited Offering Memorandum.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*Delegated Determinations*” has the meaning set forth in Section 4(a) hereof.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Financing Documents*” means, collectively, this Resolution, the Bonds, the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Mill Levy Allocation Policy Agreement, and the Letter of Representations.

“*Indenture*” means the Indenture of Trust, dated as of the date of issuance of the Bonds, between the Authority and the Trustee pursuant to which the Bonds are being issued.

“*Letter of Representations*” means the letter of representations from the Authority to DTC to induce DTC to accept the Bonds as eligible for deposit at DTC, in order for DTC to serve as securities depository for the Bonds.

“*Limited Offering Memorandum*” means the final Limited Offering Memorandum prepared in connection with the offer and sale of the Bonds.

“*Mill Levy Allocation Policy Agreement*” means the Amended and Restated Mill Levy Allocation Policy Agreement by and among the Authority and the CAB Districts.

“*Pledged Revenue*” has the meaning assigned to such term in the Indenture.

“*Post Issuance Compliance Policy*” means the Post-Issuance Compliance and Remedial Actions Procedure setting forth the Authority’s written procedures for post-issuance compliance and remedial action applicable to tax-advantaged bonds, notes, leases, certificates of participation or similar obligations including, without limitation, the Bonds, as adopted by the Board at its meeting held on May 19, 2020.

“*Preliminary Limited Offering Memorandum*” means the Preliminary Limited Offering Memorandum prepared for use by the Underwriter in connection with the offer and sale of the Bonds.

“*Project*” has the meaning assigned to such term in the Indenture.

“*Public Improvements*” has the meaning assigned to such term in the Indenture.

“*Resolution*” means this Resolution which authorizes, among other things, the Authority to issue the Bonds and to execute, deliver and perform its obligations under the other Financing Documents.

“*Responsible Person*” means the person appointed by the Board at its meeting on May 19, 2020 as the Responsible Person within the meaning of the Post Issuance Compliance Policy.

“*Service Area*” means the real property identified as such in the CABEA, being the service area of the Authority.

“*Service Plan*” means the Service Plan for ATEC Metropolitan District Nos. 1 and 2, approved by the City of Aurora, Colorado on August 6, 2018, as the same may be amended and restated from time to time.

“*Supplemental Public Securities Act*” means Part 2 of Article 57 of Title 11, C.R.S.

“*Tax Compliance Certificate*” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code with respect to the Bonds.

“*Trustee*” means and Zions Bancorporation, National Association, having an office and corporate trust offices in Salt Lake City, Utah, its successors and assigns, in its capacity as the trustee under the Indenture.

“*Underwriter*” means Jefferies LLC, New York, New York, in its capacity as the original purchaser of the Bonds.

Section 2. Approval and Authorization to Issue Bonds; Approval and Authorization of Financing Documents. The Authority is hereby authorized and directed to issue the Bonds in accordance with the terms set forth herein, in the Bond Purchase Agreement and in the Indenture. The Financing Documents are incorporated herein by reference and are hereby approved. The Authority shall enter into and perform its obligations under the Financing Documents in the form of such documents presented at or prior to this meeting, with such changes as are made pursuant to this Section 2 and are not inconsistent herewith. The President or Vice President of the Authority are each hereby authorized and directed to execute and deliver the Financing Documents and the Assistant Secretaries of the Authority are each hereby authorized and directed to attest the Financing Documents and to affix the seal of the Authority thereto, and each of the President, Vice President, Treasurer and Assistant Secretaries of the Authority are further authorized to execute, deliver and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in order to effect the transactions contemplated under the Financing Documents. The Financing Documents are to be executed in substantially the forms presented at or prior to this meeting of the Board, provided that such documents may be completed, corrected, or revised as deemed necessary or convenient in order to carry out the purposes of this Resolution and the action taken by the Board at this meeting. To the extent any Financing Document has been executed prior to the date hereof, then said execution is hereby ratified and affirmed. Copies of all of Financing Documents shall be delivered, filed, and recorded as provided therein.

Upon execution of the Financing Documents, the covenants, agreements, recitals, and representations of the Authority therein shall be effective with the same force and effect as if specifically set forth herein, and such covenants, agreements, recitals, and representations are hereby adopted and incorporated herein by reference.

The appropriate officers of the Authority are hereby authorized and directed to prepare and furnish to any interested person certified copies of all proceedings and records of the Authority relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the authorization and issuance thereof.

The execution of any instrument by the President, Vice President, Treasurer, any Assistant Secretary or other appropriate officer of the Authority in connection with the issuance, sale, delivery or administration of the Bonds and consummation of the transactions contemplated by the Financing Documents not inconsistent herewith shall be conclusive evidence of the approval by the Authority of such instrument in accordance with the terms thereof and hereof.

Section 3. Acceptance of Bond Purchase Agreement. The Board hereby approves and accepts the Bond Purchase Agreement as submitted by the Underwriter and agrees to sell the Bonds to the Underwriter upon the terms, conditions, and provisions set forth therein, subject to the inclusion therein of the final pricing of the Bonds.

Section 4. Delegation of Authority.

(a) The Board hereby delegates Matthew Hopper, the President of the Authority, as the Authorized Delegate. Pursuant to Section 11-57-205, C.R.S., the Board hereby delegates to the Authorized Delegate, for a period of one hundred twenty (120) days following adoption of this Resolution, the authority to execute and deliver the Bond Purchase Agreement and to make the following determinations with respect to the Bonds, subject to the parameters and restrictions set forth below in Section 4(b) below (the “Delegated Determinations”).

- (i) the structure of the Bonds;
- (ii) the rate or rates of interest and/or accretion on the Bonds;
- (iii) the terms and conditions on which and the prices at which the Bonds may be optionally redeemed prior to maturity;
- (iv) the price or prices at which the Bonds will be sold;
- (v) the original aggregate principal amount of the Bonds at issuance and the accreted value thereof at conversion to current interest obligations, if applicable;
- (vi) the amount of Bond principal subject to mandatory sinking fund redemption in any particular year;
- (vii) the amount of principal of the Bonds maturing in any particular year; and
- (viii) the existence and amounts of surplus funds, reserve funds and similar funds, if any, and the amount thereof to be funded with Bond proceeds.

(b) The authority of the Authorized Delegate to make the Delegated Determinations is subject to the following parameters and restrictions:

- (i) the interest rate on the Bonds shall not exceed a fair market interest rate for tax-exempt obligations of the nature and kind as the Bonds;
- (ii) no redemption premium to be paid in connection with any optional redemption of the Bonds prior to maturity shall exceed any limitation imposed by the Act or the CABEA; and

- (iii) the original aggregate principal amount of the Bonds at issuance shall not exceed \$200,000,000.

Section 5. Findings and Declarations of the Board. The Board, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, and declares as follows:

- (a) The Board finds that the issuance of the Bonds benefits and is in the best interest of the occupants, property owners and taxpayers in the Authority's Service Area.

- (b) For the purpose of financing the Project, the Board hereby determines to issue its Special Tax Revenue Bonds, Series 2022.

- (c) The Special Tax Revenue Bonds, Series 2022 constitute "CAB Obligations" within the meaning of the ATEC No. 1 Revenue Pledge Agreement.

- (d) The Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds.

Section 6. Authorization. In accordance with the Colorado Constitution; the Act; the Supplemental Public Securities Act; and all other laws of the State of Colorado thereunto enabling, the Authority shall issue the Bonds for the purposes of financing the Project.

Section 7. Permitted Amendments to Resolution. Except as otherwise provided herein, the Authority may amend this Resolution in the same manner, and subject to the same terms and conditions, as apply to an amendment or supplement to the Indenture as provided therein.

Section 8. Authorization to Execute Other Documents and Instruments. The President, Vice President, Treasurer and Assistant Secretaries of the Authority shall, and they are each hereby authorized and directed, to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution and delivery of the Tax Compliance Certificate, a Form IRS 8038-G and any other documents relating to the exemption from taxation of interest to accrue on the Bonds; the execution of documents and certificates necessary or desirable to effectuate the entering into of the Financing Documents, the consummation of the transactions contemplated thereunder and the performance by the Authority of its obligations thereunder; and such other certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel, the Underwriter, or general counsel to the Authority. The execution by the President, Vice President, Treasurer or any Assistant Secretary of any document not inconsistent herewith shall be conclusive proof of the approval by the Authority of the terms thereof.

Section 9. Preliminary Limited Offering Memorandum. The Preliminary Limited Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Preliminary Limited Offering Memorandum shall be approved by general counsel to the Authority prior to posting (and, if general counsel to the Authority deems it necessary or appropriate, in its sole discretion, in connection with its

approval of the Preliminary Limited Offering Memorandum, approved by one or more officers of the Authority), and the Underwriter is hereby authorized to use and distribute such final posted version of the Preliminary Limited Offering Memorandum in connection with the offer and sale of the Bonds. The Board hereby authorizes the preparation and distribution of a final Limited Offering Memorandum. The Limited Offering Memorandum shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. All officers of the Authority are hereby authorized to execute copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum on behalf of the Authority. If a supplement to the Preliminary Limited Offering Memorandum and/or the final Limited Offering Memorandum is deemed necessary or desirable by the Underwriter, the Board hereby authorizes such supplement.

Section 10. Post Issuance Compliance Policy; Responsible Person. The Post-Issuance Compliance Policy previously adopted by the Board at its meeting held on May 19, 2020 is hereby ratified and affirmed. In addition, the Authority's accountant, currently L. Debra Sedgeley with the firm of CliftonLarsonAllen LLP, was appointed as the Responsible Person (within the meaning of such policy) by the Board at such meeting held on May 19, 2020 and is affirmed as such as of the date hereof.

Section 11. Costs and Expenses. All costs and expenses incurred in connection with the issuance, payment and administration of the Bonds shall be paid from the proceeds of the Bonds, legally available moneys of the Authority, or from a combination thereof, and such moneys are hereby appropriated for that purpose.

Section 12. Pledge. The creation, perfection, enforcement, and priority of the pledge of the Pledged Revenue to secure the payment of the principal of, premium, if any, and interest on the Bonds shall be governed by Section 11-57-208 of the Supplemental Public Securities Act, the Indenture, and this Resolution. The amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have a first priority lien but not necessarily exclusive such lien. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

Section 13. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Public Securities Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of, premium, if any, or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of a Bond, each purchaser or transferee thereof specifically waives any such recourse.

Section 14. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that the Bonds are issued pursuant to certain

provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after delivery for value.

Section 15. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty days after the authorization of such securities.

Section 16. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers and agents of the Authority and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the authorization and issuance of the Bonds, or the execution and delivery of any documents in connection therewith, are hereby ratified, approved, and affirmed.

Section 17. Delegated Determinations. The Authority is hereby authorized and directed to incorporate or cause to be incorporated the Delegated Determinations into the Indenture, the other Financing Documents, and any other appropriate document.

Section 18. Resolution Irrepealable. After the issuance of the Bonds, this Resolution shall be and remain irrepealable until such time as the Bonds shall have been fully discharged pursuant to the terms thereof and of the Indenture.

Section 19. Repealer. All orders, bylaws, and resolutions of the Authority, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 20. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 21. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

[End of Bond Resolution; Signatures Appear on Following Page]

THIS RESOLUTION WAS CONSIDERED ON FIRST READING at a regular meeting duly noticed and held on the 17th day of March 2022 and was **CONSIDERED ON SECOND READING** at a regular meeting of the Authority duly noticed and held on the 21st day of April 2022, [and following the second reading hereof, this Resolution was approved and adopted by the Board of Directors of The Aurora Highlands Community Authority Board].

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

[SEAL]

By _____
Matthew Hopper, President

ATTEST:

By _____
Secretary or Assistant Secretary

[Signature Page to Bond Resolution of Authority]

Thereupon, Director _____ moved for the adoption of the foregoing resolution. The motion to adopt the resolution was duly seconded by Director _____, put to a vote, and carried on the following recorded vote:

Those voting AYE:

Those voting NAY:

Those abstaining:

Those absent:

Thereupon the President declared the Resolution duly adopted and directed the Secretary or any Assistant Secretary to duly and properly enter the foregoing proceedings and resolution upon the minutes of the Board.

Thereupon, after consideration of other business before the Board, the meeting was adjourned.

STATE OF COLORADO)
COUNTY OF ADAMS, CITY OF AURORA) ss.
THE AURORA HIGHLANDS)
COMMUNITY AUTHORITY BOARD)

I, _____, being an Assistant Secretary of The Aurora Highlands Community Authority Board, City of Aurora, Adams County, Colorado (“the Authority”), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 13 inclusive, constitute a true and correct copy of that portion of the record of proceedings of the Board of Directors of the Authority (the “Board”) relating to a resolution authorizing the Authority to issue its Special Tax Revenue Bonds, Series 2022, and addressing related matters (the “Resolution”), which Resolution was considered on *first reading* at a regular meeting of the Board held on Thursday, the 17th day of March 2022 at 1:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via teleconference.* For purposes of considering the Resolution on *second reading*, the Board of the Authority met at a regular meeting on Thursday, the 21st day of April 2022 at 1:00 p.m., at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado, 80019 and via teleconference.** The Resolution was recorded in the official record of proceedings of the Authority; the proceedings were duly had and taken; the meeting was duly held; and the persons therein named were present at said meeting and voted as shown therein; and notices of the meetings, in the form herein set forth at page (i), were posted in accordance with law and the CABEA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority, this ____ day of _____ 2022.

Assistant Secretary

SEAL

[Certification Page to Bond Resolution]

* Join Zoom Meeting
<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>
Meeting ID: 965 7697 6056
Passcode: 800276
One tap mobile
1-253-215-8782,*800276#

** Join Zoom Meeting
<https://zoom.us/j/96576976056?pwd=NjFiQ25pVnAzSE80WFpGWnJMaTNqUT09>
Meeting ID: 965 7697 6056
Passcode: 800276
One tap mobile
1-253-215-8782,*800276#

INDENTURE OF TRUST

BETWEEN

**THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
IN THE CITY OF AURORA
ADAMS COUNTY, COLORADO**

AND

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION
SALT LAKE CITY, UTAH
AS TRUSTEE**

RELATING TO

**SPECIAL TAX REVENUE BONDS
SERIES 2022**

**IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$[BOND PAR]**

DATED MAY __, 2022

Table of Contents

Page

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01.	Definitions.....	5
Section 1.02.	Interpretation.....	15
Section 1.03.	Computations	16
Section 1.04.	Exclusion of Bonds Held By The Authority	16
Section 1.05.	Certificates and Opinions.....	16
Section 1.06.	Acts of Consent Parties	17
Section 1.07.	Notices for Bonds Held by a Depository	18
Section 1.08.	Indenture to Constitute Contract.....	18

ARTICLE II
THE BONDS

Section 2.01.	Authorization and Terms of Bonds.....	18
Section 2.02.	Purpose of Issuance of Bonds	20
Section 2.03.	Trustee as Paying Agent and Bond Registrar	20
Section 2.04.	Execution of Bonds; Signatures.....	21
Section 2.05.	Persons Treated as Owners	21
Section 2.06.	Lost, Stolen, Destroyed, or Mutilated Bonds.....	21
Section 2.07.	Delivery of Bonds	21
Section 2.08.	Trustee's Authentication Certificate	21
Section 2.09.	Registration, Exchange, and Transfer of Bonds	21
Section 2.10.	Cancellation of Bonds.....	22
Section 2.11.	Non-presentment of Bonds	22
Section 2.12.	Book-Entry System.....	23

ARTICLE III
REVENUES AND FUNDS

Section 3.01.	Source of Payment of Bonds.....	24
Section 3.02.	Creation of Funds and Accounts.....	24
Section 3.03.	Initial Credits	24
Section 3.04.	Project Fund	24
Section 3.05.	Revenue Fund; Flow of Funds	25
Section 3.06.	Bond Fund.....	26
Section 3.07.	Costs of Issuance Fund	27
Section 3.08.	Moneys to be Held in Trust	27
Section 3.09.	Pledge of Revenues.....	27

ARTICLE IV
COVENANTS OF AUTHORITY

Section 4.01.	Performance of Covenants, Authority	28
Section 4.02.	Instruments of Further Assurance	28
Section 4.03.	Covenant Regarding ATEC No. 1 Required Debt Service Mill Levy.....	28

Table of Contents
(continued)

	Page
Section 4.04. Additional Bonds	28
Section 4.05. Additional Covenants and Agreements	30
<p>ARTICLE V</p> <p>PRIOR REDEMPTION</p>	
Section 5.01. Prior Redemption	31
Section 5.02. Redemption Procedure and Notice	32
<p>ARTICLE VI</p> <p>INVESTMENTS AND TAX MATTERS</p>	
Section 6.01. Investments	32
Section 6.02. Tax Matters	33
Section 6.03. Use of Interest Income	34
<p>ARTICLE VII</p> <p>DISCHARGE OF LIEN</p>	
Section 7.01. Discharge of the Lien of the Indenture	34
Section 7.02. Continuing Role as Bond Registrar and Paying Agent.....	36
<p>ARTICLE VIII</p> <p>DEFAULT AND REMEDIES</p>	
Section 8.01. Events of Default	36
Section 8.02. Remedies on Occurrence of Event of Default	36
Section 8.03. Control of Proceedings	37
Section 8.04. Rights and Remedies of Owners.....	38
Section 8.05. Application of Moneys	38
Section 8.06. Trustee May Enforce Rights Without Bonds.....	38
Section 8.07. Trustee to File Proofs of Claim in Receivership, Etc	38
Section 8.08. Delay or Omission No Waiver.....	39
Section 8.09. No Waiver of One Default to Affect Another; Cumulative Remedies	39
Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored	39
Section 8.11. Waivers of Events of Default.....	39
Section 8.12. Notice of Default; Opportunity to Cure Defaults	39
<p>ARTICLE IX</p> <p>CONCERNING TRUSTEE</p>	
Section 9.01. Acceptance of Trusts and Duties of Trustee	40
Section 9.02. Fees and Expenses of the Trustee	42
Section 9.03. Resignation or Replacement of Trustee.....	43
Section 9.04. Conversion, Consolidation, or Merger of Trustee	44
Section 9.05. Trustee Protected in Relying Upon Resolutions, Etc.....	44

Table of Contents
(continued)

Page

ARTICLE X
SUPPLEMENTAL INDENTURES

Section 10.01.	Supplemental Indentures Not Requiring Consent.....	44
Section 10.02.	Supplemental Indentures Requiring Consent.....	45
Section 10.03.	Execution of Supplemental Indenture.....	46

ARTICLE XI
MISCELLANEOUS

Section 11.01.	Parties Interested Herein	46
Section 11.02.	Severability	46
Section 11.03.	Governing Law	46
Section 11.04.	Execution in Counterparts.....	46
Section 11.05.	Notices; Waiver	47
Section 11.06.	Holidays	48
Section 11.07.	No Recourse against Officers and Agents	48
Section 11.08.	Conclusive Recital	48
Section 11.09.	Limitation of Actions.....	48
Section 11.10.	Electronic Storage.....	48

EXHIBIT A	FORM OF SERIES 2022 BOND
EXHIBIT B	FORM OF PROJECT FUND REQUISITION

THIS INDENTURE OF TRUST (this “Indenture”) is entered into on this ____ day of May 2022, between **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado (the “Authority”), a political subdivision and public corporation duly organized and existing as a separate legal entity under the Constitution of the State of Colorado (the “Colorado Constitution”) and other laws of the State of Colorado (the “State”), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a banking institution authorized to accept and execute trusts of the character herein set out, having corporate trust offices in Salt Lake City, Utah, as trustee (the “Trustee”).

All capitalized terms used in and not otherwise defined in the recitals below shall have the respective meanings ascribed to such terms in Section 1.01 hereof.

RECITALS

WHEREAS, the Authority is a political subdivision and public corporation duly organized and existing as a separate legal entity under the Colorado Constitution and other laws of the State, including particularly Title 29, Article 1, Part 2, C.R.S. (the “Act”); and

WHEREAS, the Aerotropolis Area Coordinating Metropolitan District (the “Coordinating District”); The Aurora Highlands Metropolitan District No. 1 (“District No. 1”); The Aurora Highlands Metropolitan District No. 2 (“District No. 2”); The Aurora Highlands Metropolitan District No. 3 (“District No. 3”); ATEC Metropolitan District No. 1 (“ATEC No. 1”) and ATEC Metropolitan District No. 2 (“ATEC No. 2” and, together with the Coordinating District, District No. 1, District No. 2, District No. 3 and ATEC No. 1, the “CAB Districts”) are quasi-municipal corporations and political subdivisions of the State, each duly organized and existing as a metropolitan district under the Colorado Constitution and other laws of the State, including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the CAB Districts have entered into that certain First Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (as so amended and restated, the “CABEA”), for the purpose of creating the Authority in order that the Authority may establish a method of coordinating, the design, planning, construction, acquisition, financing, operations and maintenance of the public infrastructure improvements serving and supporting the development of real property located within the Service Area of the Authority; and

WHEREAS, ATEC No. 1 was organized by Order and Decree of the District for Adams County, Colorado issued on November 15, 2019 and recorded in the real property records of Adams County, Colorado on November 19, 2019; and

WHEREAS, the Service Plan for ATEC Metropolitan District Nos. 1 and 2 was approved by the City Council of the City of Aurora, Colorado (the “City”), pursuant to Resolution No. R2018-74 adopted on August 6, 2018 (the “Service Plan”); and

WHEREAS, ATEC No. 1 is authorized by the Special District Act to furnish certain public facilities and services, including, but not limited to, street improvement, traffic and safety, water, sanitation, stormwater, parks and recreation, transportation, mosquito control, fire protection,

security, and television relay and transmission in accordance with and subject to the limitations of their respective service plans (the “Authorized Improvements”); and

WHEREAS, at a special election of the eligible electors of the ATEC No. 1, duly called and held on Tuesday, November 5, 2019 in accordance with law and pursuant to due notice (the “ATEC No. 1 Election”), a majority of those qualified to vote and voting at the ATEC No. 1 Election voted in favor of, inter alia, the issuance of ATEC No. 1 indebtedness and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities as more particularly set forth in the ATEC No. 1 Revenue Pledge Agreement; and

WHEREAS, the returns of the ATEC No. 1 Election were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of the ATEC No. 1 Election were certified by ATEC No. 1 by certified mail to the City Council of the City of Aurora, being the governing body of the municipality that adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., and such results were filed by ATEC No. 1 with the division of securities created by Section 11-51-701, C.R.S., all within 45 days after the ATEC No. 1 Election; and

WHEREAS, pursuant to the Act, the Authority generally may, to the extent provided by contract (such as the CABEA), exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S., other than levying a tax or exercising the power of eminent domain, and may additionally issue bonds payable solely from revenue derived from one or more of the functions, services, systems, or facilities of the Authority, from money received under contracts entered into by the Authority, or from other available money of the Authority; and

WHEREAS, the Authority is authorized pursuant to the CABEA to issue bonds for payment and/or reimbursement of the costs of the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of the public infrastructure improvements serving and supporting the development of the real property in the Service Area of the Authority, including, without limitation, the development of property in the Service Area known as the Aurora Tech Center (the “Aurora Tech Center Development”) and certain Regional Transportation System Improvements (defined below) (collectively, and as more particularly defined in Section 1.01 hereof, the “East Area Public Improvements”); and

WHEREAS, the Authority has entered into an Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction, dated November 24, 2021 (the “ARTA IGA”, with the Aerotropolis Regional Transportation Authority (as more particularly defined in Section 1.01 hereof, “ARTA”); and

WHEREAS, ARTA was established for the general purposes of construction, or causing to be constructed, a Regional Transportation System; and

WHEREAS, the Authority is authorized to provide components of the Regional Transportation System (“Regional Transportation System Improvements”), and the CABEA contemplates the provision by the Authority of such Regional Transportation System Improvements; and

WHEREAS, the Authority and ATEC No. 1 have developed a long term financing plan to fund the East Area Public Improvements (including Regional Transportation System Improvements), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such East Area Public Improvements (including Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time (the “Long Term Capital Improvements Plan (East Area)”); and

WHEREAS, the Board of Directors of the Authority (the “Board”) has determined that it is in the best interests of the Authority, ATEC No. 1, their respective taxpayers, and the public, that the Authority finance the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of additional East Area Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including the Aurora Tech Center Development, in furtherance of effectuating the Long Term Capital Improvements Plan (East Area) (as more particularly defined in Section 1.01 hereof, the “Project”); and

WHEREAS, the Board has determined that the Authority shall issue its Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of \$[BOND PAR] (the “Bonds”) for the purposes of financing costs of the Project; and

WHEREAS, for the purpose of producing revenue and pledging such revenue to the Authority, ATEC No. 1 has entered into the ATEC No. 1 Revenue Pledge Agreement pursuant to which it is to impose ad valorem property taxes and pledge the revenue derived therefrom to the Authority, subject to the terms and conditions of such agreement; and

WHEREAS, the revenue pledged to the Authority under the ATEC No. 1 Revenue Pledge Agreement is to be used by the Authority in the manner, for the purposes, at the times and in the amounts as determined by the Authority, in its sole discretion, subject, however, to applicable law and the provisions of the CABEA; and

WHEREAS, the ATEC No. 1 Revenue Pledge Agreement contemplates the issuance by the Authority of CAB Obligations; and

WHEREAS, the Bonds constitute CAB Obligations within the meaning of the ATEC No. 1 Revenue Pledge Agreement (and as defined herein), and the Authority has determined to use certain revenue received by the Authority under the ATEC No. 1 Revenue Pledge Agreement to secure and pay the Bonds, as more particularly provided in this Indenture; and

WHEREAS, the Bonds shall be special limited tax revenue obligations of the Authority, payable solely from and to the extent of the Pledged Revenue; and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the CABEA, the Act, and all other laws thereunto enabling; and

WHEREAS, the Authority has duly authorized the execution and delivery of this Indenture to provide for the issuance of the Bonds; and

WHEREAS, all things necessary to make the Bonds, when executed by the Authority and authenticated and delivered by the Trustee hereunder, the valid obligations of the Authority, and to make this Indenture a valid agreement of the Authority, in accordance with their and its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

The Authority, in consideration of the premises and of the mutual covenants herein contained, the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Owners thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds, the Bond Resolution, and this Indenture, and to declare the terms and conditions upon and subject to which the Bonds are issued and secured, does hereby grant to the Trustee, and to its successors in trust, and to them and their assigns forever, the following (as more particularly defined hereafter, the “Trust Estate”):

GRANTING CLAUSE FIRST:

The Pledged Revenue, the Revenue Fund, the Project Fund, the Bond Fund, and all other moneys, securities, revenues, receipts, and funds from time to time held by the Trustee under the terms of this Indenture, subject to the provisions of Section 9.02 hereof, and a security interest therein; and

GRANTING CLAUSE SECOND:

All right, title, and interest of the Authority in and to: (i) the PILOT Covenant (but solely to the extent of the right, title and interest of the Authority thereunder with respect to that portion of the Annual Fees due and payable thereunder which comprise ATEC No. 1 Debt Service PILOT Revenues); (ii) the ATEC No. 1 Revenue Pledge Agreement; and (iii) any and all revenue of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, assigned, pledged, conveyed or transferred by the Authority as and for additional security hereunder, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

THE TRUSTEE SHALL HOLD the Trust Estate for the benefit of the Owners from time to time of the Bonds, as their respective interests may appear; and the property granted herein is also granted for the equal benefit, of all present and future Owners of the Bonds as if all the Bonds had been executed and delivered simultaneously with the execution and delivery of this Indenture;

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth for the equal and proportionate benefit, security, and protection of all Owners of the Bonds issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise (except as herein expressly provided) of any of the Bonds over any other of the Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors, or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof; or shall provide, as permitted hereby and in accordance herewith, for the payment thereof by depositing with the Trustee or placing in escrow and in trust the entire amount due or to become due thereon, or certain securities as herein permitted, and shall well and truly keep, perform, and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed, and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, terminate, and be void; otherwise this Indenture shall be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered, and all said moneys, securities, revenues, receipts, and funds hereby pledged and assigned are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Bonds as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. In this Indenture, except as otherwise expressly provided (including in the foregoing recitals) or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“*Act*” means Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as may be amended from time to time.

“*Additional Bonds*” means, to the extent payable from or secured by a lien or encumbrance on the Pledged Revenue or any portion thereof: (a) all obligations of the Authority for borrowed money and reimbursement obligations; (b) all obligations of the Authority evidenced by bonds, debentures, notes, or other similar instruments; (c) all obligations of the Authority to pay the deferred purchase price of property or services; (d) all obligations of the Authority as lessee under leases which extend beyond the Authority’s then-current fiscal year; (e) certificates of participation; and (f) all obligations of others guaranteed by the Authority. Notwithstanding the

foregoing, provided that none of the following are payable from the Pledged Revenue or any portion thereof or create a lien or encumbrance thereon, the term “Additional Bonds” does not include:

(i) obligations issued solely for the purpose of paying operations and maintenance costs of the Authority, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys for the payment therefor;

(ii) obligations issued for any purpose, the repayment of which is contingent upon the Board’s annual determination to appropriate moneys therefor, except for certificates of participation;

(iii) obligations which are payable solely from the proceeds of Additional Bonds, when and if issued;

(iv) obligations payable solely from periodic, recurring service charges imposed by the Authority for the use of any Authority facility or service, which obligations do not constitute a debt or indebtedness of the Authority;

(v) obligations to reimburse any person in respect of surety bonds, financial guaranties, letters of credit, or similar credit enhancements (collectively, “Credit Enhancement(s)”) so long as (A) such Credit Enhancement is issued as security for any bonds, notes, or other obligations of the Authority permitted to be issued hereunder as provided in Section 4.04 hereof; (B) no reimbursement obligation under such Credit Enhancement exceeds the principal and/or interest actually paid on the bonds, notes, or other obligations secured thereby, and no reimbursement obligation arises unless and until such principal and/or interest is paid from a draw or other demand on such Credit Enhancement; and (C) such reimbursement obligations are payable from the same or fewer revenue sources, with the same or a subordinate lien priority, as the obligations secured by the Credit Enhancement(s); and

(vi) any operating leases, payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Authority.

“*Annual Fee*” or “*Annual Fees*” has the meaning assigned to such term in the PILOT Covenant (and has the same meaning as the term “PILOT” as defined in this Section 1.01).

“*ARTA*” means the Aerotropolis Regional Transportation Authority, a political subdivision and body corporate of the State of Colorado formed pursuant to the Regional Transportation Law, Sections 43-4-601, *et seq.*, C.R.S.

“*ARTA IGA*” means the Intergovernmental Agreement Regarding Regional Transportation System Project Funding and Construction dated November 24, 2021 between the Authority and ARTA.

“*ATEC No. 1*” means ATEC Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*ATEC No. 1 Debt Service PILOT Revenues*” has the meaning assigned thereto in the ATEC No. 1 Revenue Pledge Agreement (and, for avoidance of doubt, such revenues comprise a portion of the ATEC No. 1 Debt Service Revenues).

“*ATEC No. 1 Debt Service Revenues*” has the meaning assigned thereto in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 1 Election*” means the special election of the eligible electors of ATEC No. 1 held on November 5, 2019.

“*ATEC No. 1 Required Debt Service Mill Levy*” has the meaning assigned thereto in the ATEC No. 1 Revenue Pledge Agreement.

“*ATEC No. 1 Revenue Pledge Agreement*” means the Revenue Pledge Agreement (ATEC No. 1) dated December 22, 2021 between ATEC No. 1 and the Authority.

“*ATEC No. 2*” means ATEC Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Aurora Tech Center Development*” means real property located in the Service Area of the Authority and commonly known as Aurora Tech Center.

“*Authority*” means The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, and its successors and assigns.

“*Authority Accountant*” means (a) as of the date hereof, CliftonLarsonAllen LLP, Greenwood Village, Colorado, and (b) as of any other date, the firm or individual then serving as the accountant for the Authority.

“*Authority Representative*” means the Authority President or the person or persons at the time designated to act on behalf of the Authority by the Bond Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Authority by its President and attested by an Assistant Secretary, and any alternate or alternates designated as such therein.

“*Authorized Denominations*” means the amount of \$500,000 or any integral multiple of \$1,000 in excess thereof, provided that:

(a) no individual Bond of any series may be in an amount which exceeds the principal amount coming due on any maturity date for such series; and

(b) in the event a Bond is partially redeemed and the unredeemed portion is less than \$500,000, such unredeemed portion of such Bond may be issued in the largest possible denomination of less than \$500,000, in integral multiples of not less than \$1,000 each or any integral multiple thereof.

“*Beneficial Owner*” means any person for which a Participant acquires an interest in the Bonds.

“*Board*” means the Board of Directors of the Authority.

“*Bond Counsel*” means any firm of nationally recognized municipal bond attorneys selected by the Authority and experienced in the issuance of municipal bonds and the exclusion of the interest thereon from gross income for federal income tax purposes.

“*Bond Fund*” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Bonds, Series 2022, Bond Fund,” established by the provisions hereof for the purpose of paying the principal of, premium, if any, and interest on the Bonds.

“*Bond Resolution*” means the resolution authorizing the issuance of the Bonds and the execution of this Indenture, certified by the Secretary or an Assistant Secretary of the Authority to have been duly adopted by the Authority and to be in full force and effect on the date of such certification, including any amendments or supplements made thereto.

“*Bond Year*” means the period commencing on December 2 of any calendar year through and including December 1 of the immediately succeeding calendar year, provided that the initial Bond Year shall be the period commencing on the date of issuance of the Bonds through and including December 1, 2022.

“*Bonds*” means the Special Tax Revenue Bonds, Series 2022, in the aggregate principal amount of \$[BOND PAR], issued by the Authority pursuant to this Indenture and the Bond Resolution.

“*Business Day*” means a day on which the Trustee or banks or trust companies in Salt Lake City, Utah, or in New York, New York, are not authorized or required to remain closed and on which the New York Stock Exchange is not closed.

“*CAB Districts*” means, collectively, District No. 1, District No. 2, District No. 3, ATEC No. 1, ATEC No. 2 and the Coordinating District.

“*CAB Obligations*” means the Bonds and other bonds, loans, notes and other obligations (a) issued by the Authority for the purpose of financing and refinancing Public Improvements in furtherance of effectuating the Long Term Capital Improvements Plan and (b) which constitute a multiple fiscal year financial obligation of the Authority, the payment of which is not subject to annual budget and appropriation by the Authority Board.

“*CABEA*” means the First Amended and Restated The Aurora Highlands Community Authority Board Establishment Agreement dated as of April 16, 2020 by and among the CAB Districts.

“*Cede*” means Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

“*Certified Public Accountant*” means a certified public accountant within the meaning of Section 12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

“*City*” means the City of Aurora, Colorado.

“*City Council*” means the City Council of the City, being the governing body thereof.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the Bonds.

“*Colorado Governmental Immunity Act*” means Title 24, Article 10, Part 1, C.R.S., as may be amended from time to time.

“*Colorado Constitution*” means the Constitution of the State of Colorado.

“*Consent Party*” means the Owner of a Bond or, if such Bond is held in the name of Cede, the Participant (as determined by a list provided by DTC) with respect to such Bond. The Authority may at its option determine whether the Owner or the Participant is the Consent Party with respect to any particular amendment or other matter hereunder.

“*Coordinating District*” means the Aerotropolis Area Coordinating Metropolitan District, in the City of Aurora, Adams County, Colorado, its successors and assigns.

“*Costs of Issuance Fund*” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Bonds, Series 2022, Costs of Issuance Fund,” established by the provisions hereof for the purpose of paying the costs of issuance of the Bonds.

“*Counsel*” means a person, or firm of which such a person is a member, authorized in any state to practice law.

“*C.R.S.*” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“*Depository*” means any securities depository as the Authority may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

“*District No. 1*” means The Aurora Highlands Metropolitan District No. 1, in the City of Aurora, Adams County, Colorado.

“*District No. 2*” means The Aurora Highlands Metropolitan District No. 2, in the City of Aurora, Adams County, Colorado.

“*District No. 3*” means The Aurora Highlands Metropolitan District No. 3, in the City of Aurora, Adams County, Colorado.

“*DTC*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns. References herein to DTC shall include any nominee of DTC in whose name any Bonds are then registered.

“East Area Public Improvements” means the Public Improvements serving and supporting the development of real property in the Service Area of the Authority, including, without limitation, the Aurora Tech Center Development, and the Regional Transportation System Improvements, all as contemplated under the Long Term Capital Improvements Plan (East Area).

“Effective Interest Rate” means, as of any date of calculation and with respect to any obligations for which the Effective Interest Rate is to be calculated hereunder, the total remaining Interest Cost for such obligations divided by the sum of the products derived by multiplying the remaining principal amount of each such obligation maturing on each maturity date by the number of years from the date of calculation to their respective maturities. In all cases, Effective Interest Rate shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory sinking fund redemption amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date for purposes of this definition.

“Event of Default” means any one or more of the events set forth in Section 8.01 hereof.

“Federal Securities” means direct obligations of (including obligations issued or held in book entry form on the books of), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Final Maturity Date” means December 1, 2052, being the final maturity date of the Bonds.

“GAAP” means generally accepted accounting principles for governmental units as prescribed by the Governmental Accounting Standards Board.

“Inclusion Agreement” means the Inclusion Agreement (Aurora Tech Center Holdings, LLC/Aurora Tech Center Development, LLC/Property East of Powhatan) to be entered into prior to the issuance of the Bonds by and among ATEC No. 1, Aurora Tech Center Holdings, LLC, and Aurora Tech Center Development, LLC, together with any other agreements addressing similar subject matter.

“Indenture” means this Indenture of Trust as originally executed or as it may from time to time be supplemented or amended by one or more amendments or indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

“Interest Cost” means, with respect to any relevant obligation or obligations, the total amount of interest to accrue on such obligations (including compounded interest) from the date of calculation to their respective maturities. In all cases Interest Cost shall be computed without regard to any option of redemption prior to the designated maturity dates of the obligations but shall assume the payment of principal due as a result of mandatory sinking fund redemption (i.e., scheduled mandatory sinking fund installments of principal), which mandatory sinking fund redemption dates shall be deemed a maturity of the stated mandatory sinking fund redemption

amount for purposes of this definition. For any obligation having no maturities prior to the final stated maturity date of the entire series of such obligations and no mandatory sinking fund redemptions (e.g., a “cash-flow bond”), for purposes of this definition, 100% of the then-outstanding principal of that obligation shall be assumed to mature at the final stated maturity date, and no interest shall be assumed to be paid prior to such final stated maturity date (rather, interest shall assume to accrue and compound to such final stated maturity date in accordance with the applicable documents authorizing such obligation).

“*Interest Payment Date*” means December 1 of each year, commencing December 1, 2022 and continuing for so long as the Bonds are Outstanding.

“*Long Term Capital Improvements Plan*” means the long term financing plan developed by the Authority and the Districts (of which the Long Term Capital Improvements Plan (East Area) is a component) to fund the Public Improvements (including the East Area Public Improvements), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such Public Improvements (including the East Area Public Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“*Long Term Capital Improvements Plan (East Area)*” means that portion of the Long Term Capital Improvements Plan developed by the Authority and the Districts to fund the East Area Public Improvements (including the Regional Transportation System Improvements), which plan contemplates the issuance by the Authority from time to time of bonds and other obligations to finance and refinance such East Area Public Improvements (including the Regional Transportation System Improvements), and which plan contemplates updates by the Authority from time to time to take into account changing City approved development plans, real estate and financial markets, construction costs, availability of construction materials and such other matters as may arise over an extended period of time.

“*Mandatory Redemption Date*” has the meaning set forth in Section 3.06(c) hereof.

“*Official Public Records*” means the public records of the Clerk and Recorder of Adams County, Colorado.

“*Outstanding or Outstanding Bonds*” means, as of any particular time, all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation because of payment at maturity or prior redemption;

(b) Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been theretofore deposited with the Trustee, or Bonds for the payment or redemption of which moneys or Federal Securities in an amount sufficient (as determined pursuant to Section 7.01(b) hereof) shall have been placed in escrow and in trust; and

(c) Bonds in lieu of which other Bonds have been authenticated and delivered pursuant to Section 2.06 or Section 2.09 hereof.

“*Owner(s) or Owner(s) of Bonds*” means the registered owner(s) of any Bond(s) as shown on the registration books maintained by the Trustee.

“*Participants*” means any broker-dealer, bank, or other financial institution from time to time for which DTC or another Depository holds the Bonds.

“*Permitted Investments*” means any investment or deposit the Authority is permitted to make under then applicable law.

“*Permitted Refunding Bonds*” means Senior Bonds issued for refunding or refinancing purposes, so long as each of the following conditions are met:

(a) Such refunding obligations are issued solely for the purpose of refunding a portion of the Bonds and paying costs in connection therewith, which costs may include amounts sufficient to pay all expenses in connection with such refunding or refinancing, to fund reserve funds and similar funds, and to pay the costs of letters of credit, credit facilities, interest rate exchange agreements, bond insurance, or other financial products pertaining to such refunding or refinancing.

(b) Such refunding obligations do not increase the Authority’s scheduled debt service in *any* year from the scheduled debt service in effect prior to the issuance of such refunding obligations. For purposes of the foregoing, obligations issued for refunding a portion of the Bonds which have any scheduled payment dates in any year which is after the Final Maturity Date of the Bonds shall be deemed to increase the Authority’s debt service in any year.

(c) Such refunding obligations have an Effective Interest Rate which is at least 25 basis points less than the Effective Interest Rate on the Bonds (calculated without giving effect to the refunding of the refunded obligations).

(d) Such refunding obligations are payable on the same day or days of the calendar year as the Bonds being refunded and are not subject to acceleration.

(e) The ad valorem mill levy pledged to the payment of the refunding obligations is not higher than and is subject to the same deductions and adjustments as the ad valorem mill levy pledged to the payment of the Bonds being refunded.

(f) The remedies for defaults under such refunding obligations are substantially the same as the remedies applicable to the Bonds being refunded.

“*PILOT*” means the payment in lieu of taxes imposed pursuant to the PILOT Covenant and defined therein as the Annual Fee.

“*PILOT Covenant*” means certain Declaration of Payment in Lieu of Taxes made as of June 29, 2020 by Green Valley East, LLC, a Colorado limited liability company, GVRE 470 LLC,

a Colorado limited liability company, GVR King LLC, a Colorado limited liability company, SJSA Investments, LLC, a Nevada limited liability company, GVR King Commercial, LLC, a Colorado limited liability company, Aurora Highlands, LLC, a Nevada limited liability company, Aurora Highlands Holdings, LLC, a Colorado limited liability company, Aurora Tech Center Holdings, LLC, a Colorado limited liability company, and Aurora Tech Center Development, LLC, a Colorado limited liability company and recorded on June 30, 2020, at Reception No. 2020000059148 in the Adams County records, as the same may be amended from time to time.

“Pledged Revenue” means:

- (a) the ATEC No. 1 Debt Service Revenues; and
- (b) any other legally available moneys which the Authority determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

“Project” means the design, planning, acquisition, construction, installation, relocation, redevelopment and/or completion of East Area Public Improvements (including the Regional Transportation System Improvements) serving and supporting the development of real property in the Service Area of the Authority, including, without limitation, the Aurora Tech Center Development, in furtherance of effectuating the Long Term Capital Improvements Plan (East Area).

“Project Costs” means the Authority’s costs properly attributable to the Project or any part thereof, subject to the provisions of the Tax Compliance Certificate, including, without limitation, the following:

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;
- (d) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (e) the costs, fees, and expenses of printers, engineers, architects, construction management, financial consultants, accountants, legal advisors, or other agents or employees;
- (f) the costs of publishing, reproducing, posting, mailing, or recording documents;
- (g) the costs of contingencies or reserves;

- (h) the costs of issuing the Bonds;
- (i) the costs of amending this Indenture, the Bond Resolution, the Indenture, or any other instrument relating to the Bonds or the Project;
- (j) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;
- (k) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;
- (l) the costs of demolition, removal, and relocation;
- (m) the costs of organizing the Authority, to the extent deemed capital expenditures under GAAP; and
- (n) all other lawful costs as determined by the Board.

“Project Fund” means the “The Aurora Highlands Community Authority Board Special Tax Revenue Bonds, Series 2022, Project Fund,” established by the provisions hereof for the purpose of paying Project Costs.

“Public Improvements” means the means the public infrastructure improvements serving and supporting the development of real property in the Service Area of the Authority contemplated under the Long Term Capital Improvements Plan (including the component of such plan constituting the Long Term Capital Improvements Plan (East Area)).

“Record Date” means the fifteenth (15th) day of the calendar month immediately preceding each Interest Payment Date.

“Regional Transportation System” has the meaning assigned to such term in the ARTA IGA.

“Regional Transportation System Improvements” has the meaning assigned to such term in the ARTA IGA.

“Revenue Fund” means a special fund of the Authority designated as the “The Aurora Highlands Community Authority Board Special Tax Revenue Bonds, Series 2022, Revenue Fund,” created by the provisions hereof for the purposes set forth herein.

“Senior Bonds” means the Bonds and any Additional Bonds having a lien upon the Pledged Revenue or any part thereof on parity with the lien thereon of the Bonds, payable in whole or in part from moneys described in clause SECOND of Section 3.05(b) hereof. For purposes of this definition, Additional Bonds having a lien upon the Authority’s ad valorem tax revenues shall be considered obligations having a lien upon the Pledged Revenue or any part thereof. Any additional Senior Bonds hereafter issued shall be issued only in accordance with the provisions of Section 4.04(c) hereof, and may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the Authority.

“Senior Debt to Assessed Ratio” means, as of any date of calculation, the ratio derived by dividing (a) the sum of the principal amount of all Senior Bonds then outstanding (or, if any such Senior Bonds constitute capital appreciation bonds, the then current accreted value of such Senior Bonds) and the additional Senior Bonds then proposed to be issued, by (b) the assessed valuation of ATEC No. 1, as such assessed valuation is certified from time to time by the appropriate county assessor.

“Service Area” means the real property identified as such in the CABEA, being the service area of the Authority.

“Service Plan” means the Service Plan for ATEC Metropolitan District Nos. 1 and 2, approved by the City of Aurora, Colorado on August 6, 2018, as the same may be amended and restated from time to time.

“Special District Act” means Title 32, Article 1, C.R.S., as may be amended from time to time.

“Special Record Date” means the record date for determining Bond ownership for purposes of Section 2.01(f) hereof, as such date may be determined by the Trustee.

“State” means the State of Colorado.

“Supplemental Act” means the “Supplemental Public Securities Act,” being Title 11, Article 57, Part 2, C.R.S., as may be amended from time to time.

“Tax Compliance Certificate” means the certificate to be signed by the Authority relating to the requirements of Sections 103 and 141-150 of the Code.

“Trust Estate” means the moneys, securities, revenues, receipts, and funds transferred, pledged, and assigned to the Trustee pursuant to the Granting Clauses hereof.

“Trustee” means Zions Bancorporation, National Association, Salt Lake City, Utah, in its capacity as trustee hereunder, or any successor trustee, appointed, qualified, and acting as trustee, paying agent, and bond registrar under the provisions of this Indenture.

“Trustee Fees” means the amount of the fees and expenses of the Trustee charged or incurred in connection with the performance of its ordinary services and duties rendered hereunder (and under any other indenture entered into by the Authority in connection with the issuance of additional indebtedness), as the same become due and payable as described in Section 9.02(a) hereof, but not in excess of \$5,000 annually for each series of Senior Bonds, *provided, however*, that this definition does not include expenses incurred by the Trustee in connection with the performance of extraordinary services and duties as described in Section 9.02(b) hereof, which expenses shall be payable by the Authority in accordance with the provisions of such Section 9.02(b) hereof or the applicable provisions of any other indenture.

“Underwriter” means Jefferies LLC, of New York, New York.

Section 1.02. Interpretation. In this Indenture, unless the context otherwise requires:

(a) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar term, refer to this Indenture as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of this Indenture, the term “now” means at the date of execution of this Indenture, and the term “hereafter” means after the date of execution of this Indenture;

(b) words of the masculine gender include correlative words of the feminine and neuter genders; words importing the singular number include the plural number and vice versa; and the word “person” or similar term includes, but is not limited to, natural persons, firms, associations, corporations, partnerships, and public bodies;

(c) the captions or headings of this Indenture, and the table of contents appended to copies hereof, are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Indenture;

(d) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(e) all exhibits referred to herein are incorporated herein by reference.

Section 1.03. Computations. Unless the facts shall then be otherwise, all computations required for the purposes of this Indenture shall be made on the assumption that: (a) the principal of and interest on all Bonds shall be paid as and when the same become due as therein and herein provided; and (b) all credits required by this Indenture to be made to any fund shall be made in the amounts and at the times required.

Section 1.04. Exclusion of Bonds Held By The Authority. In determining whether the Consent Parties with respect to the requisite principal amount of the Outstanding Bonds have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Bonds for which the Authority is the Consent Party or the entity entitled to direct the actions of the Consent Party shall be disregarded and deemed not to be Outstanding.

Section 1.05. Certificates and Opinions.

(a) Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (i) a statement that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether the covenant or condition has been complied with; (iv) a statement as to whether, in the opinion of such person, the condition or covenant has been complied with; and (v) an identification of any certificate or opinion relied on in such certificate or opinion.

(b) Any opinion of Counsel may be qualified by reference to the constitutional powers of the United States of America, the police and sovereign powers of the State,

judicial discretion, bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights or municipal corporations or similar matters.

(c) In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

(d) Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, Counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such Counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

(e) When any person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated to form one instrument.

Section 1.06. Acts of Consent Parties.

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Consent Parties may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Consent Party in person or by agent duly appointed in writing; and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, the Authority. Proof of execution of any such instrument or of a writing appointing any such agent made in the manner set forth in paragraph (b) hereof shall be sufficient for any purpose of this Indenture and (subject to Section 9.01 hereof) conclusive in favor of the Trustee and the Authority.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(c) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by the Consent Parties with respect to a specified percentage or portion of the Outstanding Bonds shall be conclusive and binding upon all present and future Owners and Consent Parties if the Consent Parties with respect to the specified percentage or portion of the Outstanding Bonds take such action in accordance herewith; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder. In addition, any request, demand, authorization, direction, notice, consent, waiver, or other action by any Consent Party (notwithstanding whether such action was also taken by any other Owner or Consent Party) shall bind the Owner and the Consent Party, and the Owner of and Consent Party with respect to every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon; and it shall not be necessary to make notation of such action on any Bond authenticated and delivered hereunder.

Section 1.07. Notices for Bonds Held by a Depository. Notwithstanding the provisions hereof which provide for notices to Owners by mail, so long as the Bonds are held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

Section 1.08. Indenture to Constitute Contract. This Indenture shall constitute a contract among the Authority, the Trustee, and the Owners, and shall remain in full force and effect until the Bonds are no longer Outstanding hereunder.

ARTICLE II

THE BONDS

Section 2.01. Authorization and Terms of Bonds.

(a) In accordance with the Colorado Constitution; the Act; the Supplemental Act; and all other laws of the State thereunto enabling, there shall be issued the Bonds for the purposes hereinafter stated. The aggregate principal amount of the Bonds that may be authenticated and delivered under this Indenture is limited to and shall not exceed \$[BOND PAR], except as provided in Section 2.06 and Section 2.09 hereof.

(b) The Bonds constitute CAB Obligations within the meaning of the ATEC No. 1 Revenue Pledge Agreement (and as defined herein).

(c) The Bonds shall be issued only as fully registered Bonds, without coupons, in Authorized Denominations. Unless the Authority directs otherwise, the Bonds shall be numbered separately from 1 upward, with the number of each Bond preceded by “RA-.”

(d) The Bonds shall be issued as a single term bond, be dated as of the date of issuance, and bear interest at the rate per annum set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable to the extent of Pledged Revenue available therefor on December 1 of each year, commencing December 1, 2022, and shall mature on December 1 in the year and amount set forth below:

Maturity (December 1)	Principal Amount	Interest Rate
2052	[\$BOND PAR]	%

(e) Pursuant to the limitations of the ATEC No. 1 Election, the maximum interest rate authorized for this issue of Bonds is 12.00% per annum, and the actual interest rate of the Bonds does not exceed such maximum rate. In addition, the maximum repayment cost of the Bonds does not exceed the limitations of the ATEC No. 1 Election and the maximum annual debt service on the Bonds does not exceed the maximum annual tax increases authorized by the ATEC No. 1 Election.

(f) The principal of and premium, if any, on the Bonds are payable in lawful money of the United States of America to the Owner of each Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on any Bond is payable to the person in whose name such Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

(g) Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee, provided that the Authority shall not incur any expenses in connection with such alternative means of payment.

(h) To the extent principal of any Bond is not paid on or prior to the maturity date of such Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by the Bond, and to the extent interest on any Bond is not paid when due, such interest shall compound annually on each Interest Payment Date at the rate then borne by the Bond; provided, however, that notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium, if any, and interest, and all Bonds will be deemed defeased and no longer Outstanding upon the payment by the Authority of such amount.

(i) Subject to the provisions of this Indenture, the Bonds shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, and insertions as may be required by the circumstances, be required or permitted by this Indenture, or be consistent with this Indenture and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto. The Authority may cause a copy of the text of the opinion of Bond Counsel to be printed on the Bonds. Pursuant to the recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds. The Bonds may bear such other endorsement or legend satisfactory to the Trustee as may be required to conform to usage or law with respect thereto.

Section 2.02. Purpose of Issuance of Bonds. The Bonds are being issued for the purpose of: (a) paying or reimbursing Project Costs and (b) paying costs incurred in connection with the issuance of the Bonds. The underwriting discount allocable to the Bonds will also be paid from the proceeds thereof. The Owners of the Bonds shall not be responsible for the application or disposal by the Authority or any of its officers of the funds derived from the sale thereof.

Section 2.03. Trustee as Paying Agent and Bond Registrar.

(a) The Trustee shall perform the functions of paying agent and authenticating registrar with respect to the Bonds. The Trustee shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions hereof. The Authority shall cause the Underwriter to provide the Trustee with an initial registry of the Owners within a reasonable time prior to delivery of the Bonds. The Authority shall be permitted to review the registration books at any time during the regular business hours of the Trustee and, upon written request to the Trustee, shall be provided a copy of the list of Owners of the Bonds. Upon the termination of this Indenture, the Trustee shall promptly return such registration books to the Authority.

(b) The Trustee shall make payments of principal and interest on the Bonds on each date established herein for payment thereof, in the manner and from the sources set forth herein.

(c) The Trustee will register, exchange, or transfer (collectively “transfer”) the Bonds in the manner provided herein. The Trustee reserves the right to refuse to transfer any Bond until it is satisfied that the endorsement on the Bond is valid and genuine, and for that purpose it may require a guarantee of signature by a firm having membership in the Midwest, New York, or American Stock Exchange, or by a bank or trust company or firm approved by it. The Trustee also reserves the right to refuse to transfer any Bond until it is satisfied that the requested transfer is legally authorized, and it shall incur no liability for any refusal in good faith to make a transfer which it, in its judgment, deems improper or unauthorized.

(d) In the event the Authority receives any notice or order which limits or prohibits dealing in the Bonds, it will immediately notify the Trustee of such notice or order and give a copy thereof to the Trustee.

(e) In any circumstances concerning the payment or registration of the Bonds not covered specifically by this Indenture, the Trustee shall act in accordance with federal and state banking laws and its normal procedures in such matters.

Section 2.04. Execution of Bonds; Signatures. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or facsimile of its corporate seal, and attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority. In case any officer who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bonds have been authenticated by the Trustee or delivered or sold, such Bonds with the signatures thereto affixed may, nevertheless, be authenticated by the Trustee and delivered, and may be sold by the Authority, as though the person or persons who signed such Bonds had remained in office.

Section 2.05. Persons Treated as Owners. The Authority and the Trustee may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Trustee shall be affected by notice to the contrary.

Section 2.06. Lost, Stolen, Destroyed, or Mutilated Bonds. Any Bond that is lost, stolen, destroyed, or mutilated may be replaced (or paid if the Bond has matured or come due by reason of prior redemption) by the Trustee in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Trustee. In the event any such lost, stolen, destroyed, or mutilated Bond shall have become due for payment, instead of issuing a replacement Bond as provided above, the Trustee may pay the same, and may charge the Owner the reasonable fees and expenses of the Trustee in connection therewith.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or for the account of the purchasers thereof, as directed by the Authority and in accordance with a written certificate of the Authority.

Section 2.08. Trustee's Authentication Certificate. The Trustee's certificate of authentication upon the Bonds shall be substantially in the form and tenor set forth in Exhibit A attached hereto. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit hereunder unless and until a certificate of authentication on such Bond substantially in such form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.09. Registration, Exchange, and Transfer of Bonds.

(a) The Trustee shall act as bond registrar and maintain the books of the Authority for the registration of ownership of each Bond as provided herein.

(b) Bonds may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books. In all cases of the transfer of a Bond, the Trustee shall enter the transfer of ownership in the registration books, and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions hereof.

(c) The Trustee shall charge the Owner of such Bond for every such transfer or exchange of a Bond an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

(d) The Authority and Trustee shall not be required to issue or transfer any Bonds: (i) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing Interest Payment Date, or (ii) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

(e) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 2.10. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture and upon payment of the principal amount, premium, if any, and interest due thereon, or whenever any Outstanding Bond shall be delivered to the Trustee for transfer pursuant to the provisions hereof, such Bond shall be cancelled by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

Section 2.11. Non-presentment of Bonds. In the event any Bonds, or portions thereof, shall not be presented for payment when the principal thereof becomes due, either at maturity, the date fixed for redemption thereof, or otherwise, if funds sufficient for the payment thereof,

including accrued interest thereon, shall have been deposited into the Bond Fund or otherwise made available to the Trustee for deposit therein, then on and after the date said principal becomes due, all interest thereon shall cease to accrue and all liability of the Authority to the Owner or Owners thereof for the payment of such Bonds, shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds in a separate trust account for the benefit of the Owner or Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Indenture with respect to said Bond or on, or with respect to, this Indenture. Such moneys shall not be required to be invested during such period by the Trustee. If any Bond shall not be presented for payment within the period of three years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the Authority the funds theretofore held by it for payment of such Bond and payment of such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

Section 2.12. Book-Entry System.

(a) The Bonds shall be initially issued in the form of single, certificated, fully registered Bonds for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of Cede.

(b) With respect to Bonds registered in the name of Cede or held by a Depository, neither the Authority nor the Trustee shall have any responsibility or obligation to any Participant or Beneficial Owner including, without limitation, any responsibility or obligation with respect to: (i) the accuracy of the records of the Depository or any Participant concerning any ownership interest in the Bonds; (ii) the delivery to any Participant, Beneficial Owner, or person other than the Owner, of any notice concerning the Bonds, including notice of redemption; or (iii) the payment to any Participant, Beneficial Owner, or person other than the Owner, of the principal of, premium, if any, and interest on the Bonds. The Authority and the Trustee may treat the Owner of any Bond as the absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for purposes of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on or in connection with the Bonds only to or upon the order of the Owners, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the payment of the same. No person, other than an Owner, shall receive a certificated Bond evidencing the obligations of the Authority pursuant to this Indenture.

(c) DTC may determine to discontinue providing its service as Depository with respect to the Bonds at any time by giving notice to the Authority and discharging its responsibilities with respect thereto under applicable law. Upon the termination of the services of DTC, a substitute Depository which is willing and able to undertake the system of book-entry transfers upon reasonable and customary terms may be engaged by the

Authority or, if the Authority determines in its sole and absolute discretion that it is in the best interests of the Beneficial Owners or the Authority that the Beneficial Owners should be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the name of Cede or other nominee of a Depository but shall be registered in whatever name or names the Beneficial Owners shall designate at that time, and fully registered Bond certificates shall be delivered to the Beneficial Owners.

ARTICLE III

REVENUES AND FUNDS

Section 3.01. Source of Payment of Bonds. The Bonds shall constitute special limited tax revenue obligations of the Authority. All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable solely from and to the extent of the Pledged Revenue, including all moneys and earnings thereon held in the funds and accounts created hereunder, and the Pledged Revenue is hereby pledged to the payment of the Bonds. The Bonds shall constitute an irrevocable lien upon the Pledged Revenue and the moneys and earnings thereon held in the funds and accounts herein created, but not necessarily an exclusive such lien.

Section 3.02. Creation of Funds and Accounts. There are hereby created the following funds and accounts, which shall be established, held and maintained by the Trustee in accordance with the provisions of this Indenture:

- (a) the Revenue Fund;
- (b) the Project Fund;
- (c) the Bond Fund; and
- (d) the Costs of Issuance Fund.

Section 3.03. Initial Credits. Immediately upon issuance of the Bonds and from the proceeds thereof, the Trustee shall credit the amount of \$_____ (being the par amount of the Bonds of \$[BOND PAR].00, less the Underwriter's discount of \$_____) as follows:

- (a) to the Project Fund, the amount of \$_____; and
- (b) to the Costs of Issuance Fund, the amount of \$_____.

Section 3.04. Project Fund.

(a) ***In General.*** The Project Fund shall be maintained by the Trustee in accordance with the terms of this Section 3.04. Upon issuance of the Bonds, a portion of the proceeds thereof shall be credited to the Project Fund in the amount set forth in Section 3.03(b) hereof.

- (b) ***Draws from Project Fund.***

(i) So long as no Event of Default shall have occurred and be continuing, amounts in the Project Fund shall be disbursed by the Trustee to the Authority in accordance with requisitions submitted to the Trustee in substantially the form set forth in Exhibit B hereto signed by (i) the Authority Representative (or the President of the Authority) and (ii) the Authority Accountant, certifying that all amounts drawn will be applied to the payment of Project Costs (each, a “Project Fund Requisition”).

(ii) The Trustee may rely conclusively on any Project Fund Requisition as to the information and certifications contained therein and shall not be required to make any independent investigation in connection therewith. The execution of any Project Fund Requisition by the Authority Representative (or the President of the Authority) and the Authority Accountant shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

(c) **Events of Default.** Upon the occurrence and continuance of an Event of Default, the Trustee will cease disbursing moneys from the Project Fund, and instead shall apply such moneys in the manner provided in Article VIII hereof.

(d) **Disposition of Unused Moneys.** Upon the receipt by the Trustee of a resolution of the Authority determining that all Project Costs have been paid, or that the funds in the Project Fund exceed the amount necessary to pay all Project Costs which the Authority has determined to pay, any balance remaining in the Project Fund shall be credited to the Bond Fund.

(e) **Termination of Project Fund.** The Project Fund shall terminate at such time as no moneys remain therein.

Section 3.05. Revenue Fund; Flow of Funds.

(a) **Transfer of Pledged Revenue; Credit to Revenue Fund.** The Authority shall transfer or cause to be transferred all amounts comprising Pledged Revenue to the Trustee as soon as may be practicable after the receipt thereof, but in no event later than the fifteenth (15th) day of the calendar month immediately succeeding the calendar month in which such Pledged Revenue is received by the Authority. **IN NO EVENT IS THE AUTHORITY PERMITTED TO WITHHOLD ANY PORTION OF THE PLEDGED REVENUE OR TO APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS SET FORTH IN THIS INDENTURE.** The Trustee shall credit all Pledged Revenue to the Revenue Fund promptly upon the receipt thereof.

(b) **Application of Pledged Revenue; Flow of Funds.** The Trustee shall, in each Bond Year, apply the Pledged Revenue in the order of priority set forth in clauses FIRST through SECOND below and, for purposes of such application: (i) no Pledged Revenue shall flow to a lower priority until all of the higher priorities have been fully funded; (ii) when credits or disbursements to more than one fund, account, or purpose are

required at any single priority level, such credits and/or disbursements shall rank *pari passu* with each other; and (iii) when credits or disbursements are required to go to funds or accounts which are not held by the Trustee under this Indenture, the Trustee may rely upon the written instructions of the Authority with respect to the appropriate funds or accounts to which such credits and/or disbursements are to be made.

FIRST: To the Trustee, an amount sufficient to pay the Trustee Fees then due and payable.

SECOND: To the credit of the Bond Fund, all amounts remaining in the then current Bond Year after the payment set forth in clause FIRST above; *provided, however*, that if any additional Senior Bonds are then outstanding, the amount available at this clause SECOND shall be allocated in accordance with the provisions of Section 3.06(a) below.

Section 3.06. Bond Fund.

(a) ***Credit of Pledged Revenue.*** For so long as no additional Senior Bonds have been issued by the Authority, in each Bond Year the Trustee shall credit all Pledged Revenue remaining after the payment of Trustee Fees due and payable in that Bond Year to the Bond Fund. If any additional Senior Bonds are issued, the Authority will so inform the Trustee in writing, and thereafter the Pledged Revenue available at clause SECOND of Section 3.05(b) hereof shall be allocated among the Bonds and such additional Senior Bonds on a pro-rata basis, in accordance with the relative outstanding principal amounts of such issues, and the amount so allocated to the Bonds shall be credited to the Bond Fund.

(b) ***Use of Moneys in Bond Fund.*** Moneys in the Bond Fund shall be used by the Trustee solely to pay the principal of and interest on the Bonds (and, if being optionally redeemed pursuant to Section 5.01(a) hereof, to the premium, if any, due in connection with such optional redemption of Bonds), in the following order of priority:

First: to the payment of current interest due in connection with the Bonds;

Second: to the payment of accrued but unpaid interest on the Bonds (which interest has not yet compounded);

Third: to the payment of interest due as a result of compounding; and

Fourth: to the extent of any moneys remaining after the payment of all interest due pursuant to clauses *First* through *Third* above, to the payment of the principal of the Bonds, whether due at maturity or upon prior redemption (and, if upon prior optional redemption pursuant to the provisions of Section 5.01(a) hereof, to the payment of the premium, if any, then due and owing in connection with such optional redemption of Bonds).

(c) ***Mandatory Redemption.*** On November 1 of each year, commencing November 1, 2022, the Trustee shall determine the amount then on deposit in the Bond

Fund and, to the extent the amount therein is in excess of the amount required to pay all interest then due on the Bonds on the Interest Payment Date occurring in that year (including current interest, accrued but unpaid interest, and interest due as a result of compounding, if any), the Trustee shall promptly give notice of redemption and take such other actions as necessary to redeem as many Bonds as can be redeemed with such excess moneys on such Interest Payment Date (each, a “Mandatory Redemption Date”), provided that amounts insufficient to redeem at least one Bond in the denomination of \$1,000 will be retained in the Bond Fund. The mandatory redemption of Bonds pursuant to this Section 3.06(c) shall be made by the Trustee without further instruction from the Authority and notwithstanding any instructions from the Authority to the contrary. Notwithstanding anything in this Indenture to the contrary, it is understood and agreed that borrowed moneys shall not be used for the purpose of redeeming principal of the Bonds pursuant to this Section 3.06(c).

Section 3.07. Costs of Issuance Fund.

(a) On the date of issuance of the Bonds and from the proceeds thereof, the amount set forth in Section 3.03(b) above shall be deposited in the Costs of Issuance Fund.

(b) The Trustee shall disburse amounts from the Costs of Issuance Fund at the direction of the Authority for payment of the fees, costs and expenses incurred in connection with the issuance of the Bonds pursuant to invoices provided to the Trustee which are consistent with the closing memorandum prepared by the Underwriter. Following receipt of the direction of the Authority to disburse funds in accordance with the closing memorandum (which direction may be via email transmission), the Trustee may rely conclusively on the instructions provided in the closing memorandum and shall not be required to make any independent investigation in connection with such payments. Amounts to be disbursed from the Costs of Issuance Fund other than as provided in the closing memorandum must be approved in writing by the Authority prior to disbursement.

(c) On the date which is ninety (90) days after the date of issuance of the Bonds, the Trustee shall transfer all amounts then remaining in the Costs of Issuance Fund, if any, to the Project Fund. At such time as no moneys remain therein, the Costs of Issuance Fund shall terminate.

Section 3.08. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust for the purposes specified in this Indenture, and except for amounts due and owing to the Trustee for its fees and expenses in performance of its duties hereunder, such moneys shall constitute part of the Trust Estate and be subject to the lien hereof. Except to the extent otherwise specifically provided in Section 8.05 hereof, the Authority shall have no claim to or rights in any moneys deposited with or paid to the Trustee hereunder.

Section 3.09. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds provided herein shall be governed by Section 11-57-208 of the Supplemental Act, this Indenture, and the Bond Resolution. The amounts pledged to the payment of the Bonds shall immediately be subject to the lien of such pledge without

any physical delivery, filing, or further act. The lien of such pledge and the obligation to perform the contractual provisions hereof and of the Bond Resolution shall have priority over any and all other obligations and liabilities of the Authority, except as may be otherwise provided in the Supplemental Act, in this Indenture, in the Bond Resolution, or in any other instrument, but subject to any prior pledges and liens. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such liens.

ARTICLE IV

COVENANTS OF AUTHORITY

Section 4.01. Performance of Covenants, Authority. The Authority covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in the Bond Resolution, this Indenture, the Bonds, the CABEA, the ATEC No. 1 Revenue Pledge Agreement, and all the Authority's proceedings pertaining hereto. The Authority covenants that it is duly authorized under the Colorado Constitution and other laws of the State, including, particularly and without limitation, the Act, to issue the Bonds and to execute this Indenture and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken and will be duly taken as provided herein, and that the Bonds are and will be valid and enforceable obligations of the Authority according to the terms thereof.

Section 4.02. Instruments of Further Assurance. The Authority covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, and pledging unto the Trustee all and singular the Trust Estate.

Section 4.03. Covenant Regarding ATEC No. 1 Required Debt Service Mill Levy.

(a) The Authority covenants that it will use its commercially reasonable best efforts to cause ATEC No. 1 to levy, on all taxable property of ATEC No. 1, the ATEC No. 1 Required Debt Service Mill Levy in the amounts, at the times and as otherwise provided in the ATEC No. 1 Revenue Pledge Agreement.

(b) The amounts necessary to pay the principal of, premium, if any, and interest on the Bonds as required hereunder are hereby appropriated for said purposes, and such amounts as appropriate for each year shall be included in the annual budget and the appropriation resolutions to be adopted and passed by the Board in each year, respectively, until the Bonds are fully paid and satisfied.

(c) The Board shall take all commercially reasonable necessary and proper steps to cause ATEC No. 1 to enforce promptly the payment of the ad valorem property taxes derived from the imposition by ATEC No. 1 of the ATEC No. 1 Required Debt Service Mill Levy pursuant to the ATEC No. 1 Revenue Pledge Agreement.

Section 4.04. Additional Bonds.

(a) ***In General.*** After issuance of the Bonds, no Additional Bonds may be issued except in accordance with the provisions of this Section 4.04. Nothing herein shall affect or restrict the right of the Authority to issue or incur obligations which are not Additional Bonds hereunder; provided that, notwithstanding the foregoing or anything herein to the contrary, the Authority shall not create, incur, assume, or suffer to exist any liens or encumbrances upon the ad valorem tax revenues of the Authority or the Pledged Revenue or any part thereof superior to the lien thereon of the Bonds.

(b) ***Permitted Refunding Bonds.*** The Authority may issue Permitted Refunding Bonds at such time or times and in such amounts as may be determined by the Authority in its absolute discretion.

(c) ***Senior Bonds.*** The Authority may issue Additional Bonds which constitute Senior Bonds on parity with the Bonds and the terms of such additional Senior Bonds shall be as provided in the documents pursuant to which they are issued, provided that the Consent Parties with respect to a majority in aggregate principal amount of the Bonds then Outstanding have provided their written consent to the issuance of such additional Senior Bonds, or, with or without such consent, the Authority may issue additional Senior Bonds if the following conditions are met as of the date of issuance of such Senior Bonds:

(i) the Senior Debt to Assessed Ratio is at or below 65%; and

(ii) the principal and interest payment date for the additional Senior Bonds shall be the same as those for the Bonds.

(d) ***Subordinate Bonds.*** The Authority may issue Additional Bonds which constitute Subordinate Bonds if each of the following conditions are met as of the date of issuance of such Subordinate Bonds and the Subordinate Bond Documents pursuant to which such Subordinate Bonds are issued contain the provisions necessary and appropriate to incorporate such conditions:

(i) The Subordinate Bonds are payable only from that portion of the Pledged Revenue remaining and available at such time as no Bonds or other Senior Bonds are Outstanding (within the meaning of this Indenture, with respect to the Bonds, and within the meaning of the governing instrument pursuant to which such other Senior Bonds were issued, with respect to any other Senior Bonds).

(ii) No principal of or interest on the Subordinate Bonds shall be paid or shall be due and owing until after the date on which no Bond is Outstanding under this Indenture, and no other Senior Bonds are outstanding under the governing instrument pursuant to which such other Senior Bonds were issued.

(iii) The Subordinate Bonds shall not be subject to acceleration for any reason.

(e) ***Board Determination.*** The good faith determination by the Board that the conditions to the issuance of Additional Bonds issued as Permitted Refunding Bonds, additional Senior Bonds or Subordinate Bonds are met shall conclusively determine the

right of the Authority to authorize, issue, sell, and deliver such Additional Bonds in accordance herewith.

Section 4.05. Additional Covenants and Agreements. The Authority hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain Outstanding:

(a) The Authority shall not dissolve, merge, or otherwise alter its corporate structure in any manner or to any extent as might materially adversely affect the security provided for the payment of the Bonds, and will continue to operate and manage the Authority and its facilities in an efficient and economical manner in accordance with all applicable laws, rules, and regulations; provided, however, that the foregoing shall not prevent the Authority from dissolving pursuant to the provisions of the Act.

(b) At least once a year the Authority will cause an audit to be performed of the records relating to its revenues and expenditures, and the Authority shall use its reasonable efforts to have such audit report completed no later than September 30 of the calendar year immediately succeeding the calendar year which is the subject of such audit. The foregoing covenant shall apply notwithstanding any state law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the Authority will cause a budget to be prepared and adopted. Copies of the budget and audit will be filed and recorded in the places, time, and manner provided by law.

(c) The Authority will carry general liability, public officials' liability, and such other forms of insurance on insurable property of the Authority upon the terms and conditions, in such amounts, and issued by recognized insurance companies, as in the judgment of the Authority will protect the Authority and its operations.

(d) Each official of the Authority or other person having custody of any funds of the Authority or responsible for the handling of such funds shall at all times be bonded or insured against theft or defalcation.

(e) In the event any ad valorem taxes are not paid when due, the Authority shall use its commercially reasonable best efforts to cause ATEC No. 1 to diligently cooperate with the appropriate county treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed.

(f) In the event the Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of, and the premium, if any, and interest on the Bonds when due, the Authority shall use its best efforts to refinance, refund, or otherwise restructure the Bonds so as to avoid such insufficiency.

(g) The Authority will enforce the ATEC No. 1 Revenue Pledge Agreement against ATEC No. 1 in accordance with its terms, including, without limitation, the enforcement of the receipt of the ATEC No. 1 Debt Service Revenues payable to the Authority thereunder, such enforcement to be conducted by the Authority in such time and manner as the Authority reasonably determines will be most efficacious in collecting the ATEC No. 1 Debt Service Revenues and otherwise enforcing the terms thereof, and the

Authority will diligently pursue all reasonable remedies available to the Authority with regard to such enforcement, whether in equity or at law. The Authority will not, without the prior written consent of the Consent Parties with respect to 100% in aggregate principal amount of the Bonds then Outstanding, amend or consent to the amendment of the ATEC No. 1 Revenue Pledge Agreement in any manner which would: (i) reduce the amount of the ATEC No. 1 Debt Service Revenues payable to the Authority thereunder; (ii) delay the receipt by the Authority of the ATEC No. 1 Debt Service Revenues to be remitted to the Authority thereunder; or (iii) otherwise adversely affect the ATEC No. 1 Debt Service Revenues payable to the Authority thereunder or the Authority's rights thereunder in any material respect.

(h) The Authority will enforce the PILOT Covenant in accordance with its terms, including, without limitation, enforcing the collection of the Annual Fees when due thereunder (together with interest accrued on unpaid amounts and attorneys' fees, disbursements and costs and expenses incurred by the Authority to collect such unpaid amounts and/or to enforce the Authority's rights thereunder) in the manner the Authority deems most efficacious in collecting the same, including, without limitation, the bringing of an action to foreclose any statutory or contractual lien which may exist in connection therewith. The Authority will not reduce the amount of the Annual Fee or amend or supplement the PILOT Covenant in any manner which would adversely affect the amount of the ATEC No. 1 Debt Service PILOT Revenues or the timing of the receipt thereof by the Authority.

(i) The Authority will not amend or modify or consent to the amendment or modification of the PILOT Covenant in any manner that would have a materially adverse effect on the Pledged Revenue or the security for the Bonds.

ARTICLE V

PRIOR REDEMPTION

Section 5.01. Prior Redemption.

(a) ***Optional Redemption.*** The Bonds are subject to redemption prior to maturity, at the option of the Authority, as a whole or in integral multiples of \$1,000, on December 1, 20____ and on any date thereafter, upon payment of the principal amount so redeemed plus accrued interest thereon to the date of redemption, together with a redemption premium equal to a percentage of the principal amount so redeemed, as follows:

Date of Redemption	Redemption Premium

(b) ***Mandatory Redemption from Available Pledged Revenue.*** The Bonds are subject to mandatory redemption, as a whole or in integral multiples of \$1,000, on December 1 of each year, upon payment of par and accrued interest, without redemption premium, solely from and to the extent of amounts in the Bond Fund as provided in Section 3.06(c) hereof.

Section 5.02. Redemption Procedure and Notice.

(a) If less than all of the Bonds within a maturity are to be redeemed on any prior redemption date, the Bonds to be redeemed shall be selected by lot prior to the date fixed for redemption, in such manner as the Trustee shall determine. The Bonds shall be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof. Such Bond shall be treated for the purpose of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1,000. In the event a portion of any Bond is redeemed, the Trustee shall, without charge to the Owner of such Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion thereof.

(b) In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid), not less than twenty (20) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by or on behalf of the Authority by the Trustee. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceeding for the redemption of other Bonds as to which no such failure or defect exists. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice, and if funds for the redemption are not irrevocably deposited with the Trustee or otherwise placed in escrow and in trust prior to the giving of notice of redemption, the notice shall be specifically subject to the deposit of funds by the Authority. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

ARTICLE VI

INVESTMENTS AND TAX MATTERS

Section 6.01. Investments.

(a) All moneys held by the Trustee in any of the funds or accounts created hereby shall be promptly invested or reinvested by the Trustee, at the written direction of the Authority Representative, in Permitted Investments only.

(b) Such investments shall mature or be redeemable at the option of the owner thereof no later than the respective dates when moneys held for the credit of such fund or account will be required for the purposes intended. The Authority Representative may direct the Trustee to, or in the absence of direction, the Trustee shall, in accordance with this paragraph, invest and reinvest the moneys in any money market fund which is a Permitted Investment so that the maturity date, interest payment date, or date of redemption, at the option of the owner of such investment, shall coincide as nearly as practicable with the times at which money is needed to be so expended. The Trustee shall have no obligation to determine whether any investment directed by the Authority constitutes a Permitted Investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees, and it is specifically provided herein that the Trustee may purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments. Unless otherwise confirmed or directed in writing, an account statement delivered periodically by the Trustee to the Authority that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by the Authority shall be sufficient, unless the Authority notifies the Trustee in writing to the contrary within 30 days of the date of such statement.

(c) Any and all such investments shall be subject to full and complete compliance at all times with the covenants and provisions of Section 6.02 hereof.

Section 6.02. Tax Matters.

(a) The Authority covenants for the benefit of the Owners that it will not take any action or omit to take any action with respect to the Bonds, any funds of the Authority, or any facilities financed with the proceeds of the Bonds, if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code; (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code; or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law.

(b) In the event that at any time the Authority is of the opinion that for purposes of this Section 6.02 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Indenture or otherwise held by the Authority, the Authority shall so restrict or limit the yield on such investment and shall so instruct the Trustee in a detailed certificate, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Authority specifically covenants to comply with the provisions and procedures of the Tax Compliance Certificate.

(d) The Authority further covenants to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed, or final Treasury Regulations as may be applied to the Bonds from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other provisions of this Indenture concerning the deposit and transfer of interest earnings to or from any other fund or account. Moneys set aside to pay such rebate amounts pursuant to this paragraph are not subject to any lien created hereunder for the benefit of the Owners. This covenant shall survive the payment in full or the defeasance of the Bonds.

(e) The Authority will not consent to the amendment or modification of the PILOT Covenant in any manner that would cause the amount of the Annual Fee to be an amount different than the ad valorem property taxes that would otherwise be due and payable were the Annual Fee not due thereunder, without the prior receipt by the Authority of an Opinion of Bond Counsel to the effect that such modification or amendment will not have an adverse effect on the exemption from federal income taxation of the interest on the Bonds.

(f) The covenants contained in this Section 6.02 shall remain in full force and effect until the date on which all obligations of the Authority in fulfilling such covenants under the Code and State law have been met, notwithstanding the payment in full or defeasance of the Bonds.

Section 6.03. Use of Interest Income. The interest income derived from the investment and reinvestment of any moneys in any fund or account held by the Trustee hereunder shall be credited to the fund or account from which the moneys invested were derived.

ARTICLE VII

DISCHARGE OF LIEN

Section 7.01. Discharge of the Lien of the Indenture.

(a) If the Authority shall pay or cause to be paid to the Trustee, for the Owners of the Bonds, the principal of, premium, if any, and interest to become due thereon at the times and in the manner stipulated herein, and if the Authority shall keep, perform, and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed to be kept, performed, and observed by it or on its part, and if all fees and expenses of the Trustee required by this Indenture to be paid shall have been paid, then

these presents and the estate and rights hereby granted shall cease, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof, and assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, and deliver any amounts required to be paid to the Authority under Section 8.05 hereof, except for moneys and Federal Securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) Any Bond shall, prior to the maturity or prior redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in this Section 7.01 if, for the purpose of paying such Bond (i) there shall have been deposited with the Trustee an amount sufficient, without investment, to pay the principal of, premium, if any, and interest on such Bond as the same becomes due at maturity or upon one or more designated prior redemption dates, or (ii) there shall have been placed in escrow and in trust with a commercial bank exercising trust powers, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be invested) to pay the principal of, premium, if any, and interest on such Bond, as the same becomes due at maturity or upon one or more designated prior redemption dates. The Federal Securities in any such escrow shall not be subject to redemption or prepayment at the option of the issuer, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a Certified Public Accountant.

(c) Neither the Federal Securities, nor moneys deposited with the Trustee or placed in escrow and in trust pursuant to this Section 7.01, nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, premium, if any, and interest on the Bonds; provided, however, that any cash received from such principal or interest payments on such Federal Securities, if not then needed for such purpose, shall, to the extent practicable, be reinvested subject to the provisions of Article VI hereof in Federal Securities maturing at the times and in amounts sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds.

(d) Prior to the investment or reinvestment of such moneys or such Federal Securities as herein provided, the Trustee may require and may rely upon: (i) an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee, that the investment or reinvestment of such moneys or such Federal Securities complies with Section 6.02 hereof; and (ii) a report of a Certified Public Accountant that the moneys or Federal Securities will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds when due.

(e) The release of the obligations of the Authority under this Section 7.01 shall be without prejudice to the rights of the Trustee to be paid reasonable compensation by the Authority for all services rendered by it hereunder and all its reasonable expenses, charges, and other disbursements incurred in the administration of the trust hereby created, the exercise of its powers, and the performance of its duties hereunder.

Section 7.02. Continuing Role as Bond Registrar and Paying Agent. Notwithstanding the defeasance of the Bonds prior to maturity and the discharge of this Indenture as provided in Section 7.01 hereof, the Trustee shall continue to fulfill its obligations under Section 2.03 hereof until such time as the Bonds are fully paid and satisfied.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 8.01. Events of Default. The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an Event of Default under this Indenture (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body), and there shall be no default or Event of Default hereunder except as provided in this Section:

- (a) The Authority fails or refuses to remit (or cause to be remitted) the Pledged Revenue to the Trustee as required by this Indenture;
- (b) The Authority defaults in the performance or observance of any of the covenants, agreements, or conditions on the part of the Authority in this Indenture or the Bond Resolution, other than as described in Section 8.01(a) hereof, and fails to remedy the same after notice thereof pursuant to Section 8.12 hereof; or
- (c) The Authority files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligation represented by the Bonds.

It is acknowledged by the Authority and the Trustee that due to the limited nature of the Pledged Revenue, the failure to pay the principal of or interest on the Bonds when due shall not, of itself, constitute an Event of Default hereunder.

WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS INDENTURE, ***THE AUTHORITY ACKNOWLEDGES AND AGREES*** THAT APPLICATION OF ANY PORTION OF THE PLEDGED REVENUE TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE FOR APPLICATION AS REQUIRED BY THIS INDENTURE CONSTITUTES AN EVENT OF DEFAULT UNDER SECTION 8.01(a) HEREOF, AND IN NO EVENT SHALL THE AUTHORITY BE PERMITTED TO WITHHOLD ANY PORTION OF THE PLEDGED REVENUE OR APPLY ANY PORTION THEREOF TO ANY PURPOSE OTHER THAN REMITTANCE TO THE TRUSTEE AS REQUIRED BY THIS INDENTURE.

Section 8.02. Remedies on Occurrence of Event of Default.

(a) Upon the occurrence and continuance of an Event of Default, the Trustee shall have the following rights and remedies which may be pursued:

(i) *Receivership.* Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate, and of the revenues, income, product, and profits thereof pending such proceedings; subject, however, to constitutional limitations inherent in the sovereignty of the Authority; but notwithstanding the appointment of any receiver or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities, or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

(ii) *Suit for Judgment.* The Trustee may proceed to protect and enforce its rights and the rights of the Owners under the Act, the Bonds, the Bond Resolution, this Indenture, and any provision of law by such suit, action, or special proceedings as the Trustee, being advised by Counsel, shall deem appropriate.

(iii) *Mandamus or Other Suit.* The Trustee may proceed by mandamus or any other suit, action, or proceeding at law or in equity, to enforce all rights of the Owners.

(b) No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers, or remedies of the Trustee hereunder, or any lien, rights, powers, and remedies of the Owners of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the Owners shall continue unimpaired as before.

(c) If any Event of Default under Section 8.01(a) shall have occurred and if requested by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 8.02 as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Owners; provided that the Trustee at its option shall be indemnified as provided in Section 9.01(m) hereof.

(d) Notwithstanding anything herein to the contrary, acceleration of the Bonds shall not be an available remedy for an Event of Default.

Section 8.03. Control of Proceedings. The Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof; and provided further that at its option the Trustee shall be indemnified as provided in Section 9.01(m) hereof.

Section 8.04. Rights and Remedies of Owners. No Owner of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 9.01(h) hereof, or of which under that Section it is deemed to have notice, and unless such default shall have become an Event of Default and the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in their own name, nor unless they have also offered to the Trustee indemnity as provided in Section 9.01(m) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name; and such notification, request, and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by his, her, its, or their action, or to enforce any right hereunder except in the manner herein provided and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding.

Section 8.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VIII, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and the fees (including attorneys' fees and any other professionals hired by the Trustee hereunder), expenses, liabilities, and advances incurred or made by the Trustee, shall be deposited in the appropriate funds or accounts created hereunder in the same manner as is provided herein for deposits of other revenue and shall be used for the purposes so provided, until such time as the principal of, premium, if any, and interest on all of the Bonds has been paid in full. Whenever all of the Bonds and interest thereon have been paid in full and all expenses and fees of the Trustee have been paid, any balance remaining in any of the funds held hereunder shall be paid to the Authority.

Section 8.06. Trustee May Enforce Rights Without Bonds. All rights of action and claims under this Indenture or any of the Bonds Outstanding hereunder may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

Section 8.07. Trustee to File Proofs of Claim in Receivership, Etc. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceedings affecting the Authority, the Trustee shall, to the extent permitted by law, file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and of the Owners allowed in such proceedings, without prejudice, however, to the right of any Owner to file a claim in his own behalf.

Section 8.08. Delay or Omission No Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence thereto, and every power and remedy given by this Indenture may be exercised from time to time and as often as may be deemed expedient.

Section 8.09. No Waiver of One Default to Affect Another; Cumulative Remedies. No waiver of any default hereunder, whether by the Trustee or the Owners, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Trustee and the Owners provided herein shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

Section 8.10. Discontinuance of Proceedings on Default; Position of Parties Restored. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies, and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.11. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Consent Parties with respect to not less than a majority in aggregate principal amount of all the Bonds then Outstanding; provided, however, that there shall not be waived without the consent of the Consent Parties with respect to one hundred percent (100%) of the Bonds then Outstanding any Event of Default which exists under Section 8.01(a) hereof. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.12. Notice of Default; Opportunity to Cure Defaults.

(a) The Trustee shall give to the Owners of all Bonds notice by mailing to the address shown on the registration books maintained by the Trustee, of all Events of Default known to the Trustee (as determined pursuant to Section 9.01(h) hereof), within ninety (90) days after the occurrence of such Event of Default unless such Event of Default shall have been cured before the giving of such notice; provided that, the Trustee shall be protected in withholding such notice if and so long as a committee of its corporate trust department in good faith determines that the withholding of such notice is not detrimental to the interests of the Owners.

(b) No default under Section 8.01(b) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the Owners of not less than twenty-five percent (25%) in aggregate principal

amount of all Bonds Outstanding to the Authority, and the Authority shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted within the applicable period and diligently pursued thereafter until the default is corrected.

ARTICLE IX

CONCERNING TRUSTEE

Section 9.01. Acceptance of Trusts and Duties of Trustee. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of any Event of Default which may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a reasonable and prudent trustee would exercise or use under the circumstances in the conduct of the affairs of another.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, but shall be answerable for the conduct of the same in accordance with the standards specified in Section 9.01(a) and (g) hereof, and shall be entitled to act upon the advice or an opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay (and be reimbursed as provided in Section 9.02 hereof) such compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon the advice or opinion of such attorneys, agents, receivers, or employees chosen with due care.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording or filing of this Indenture, or for the validity of the execution by the Authority of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Authority, except as expressly herein set forth; but the Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions, and agreements aforesaid. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(d) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof (except for funds or investments held by the Trustee) or of any money paid to or upon the order of the Authority under any provision of this Indenture. The Trustee, in its individual or any other capacity, may become the Owner of the Bonds with the same rights which it would have if not the Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by the Authority Representative or the Authority's President or Vice President or such other person as may be designated for such purpose by a certified resolution of the Authority as sufficient evidence of the facts therein contained, and, prior to the occurrence of a default of which the Trustee has been notified as provided in Section 9.01(h) hereof or of which by said Section it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct, and shall not be answerable for any negligent act of its attorneys, agents, or receivers which have been selected by the Trustee with due care.

(h) Except for an Event of Default occurring under Section 8.01(a) hereof, the occurrence of which the Trustee shall be deemed to have notice, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law.

(j) At any and all reasonable times the Trustee or its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all books, papers, and records of the Authority pertaining to the Bonds and the Pledged Revenue, and to take such memoranda from and in regard thereto as may be desired.

(k) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee, as may be deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, or the taking of any other action by the Trustee.

(l) All records of the Trustee pertaining to the Bonds shall be open during reasonable times for inspection by the Authority.

(m) The Trustee shall not be required to advance its own funds, and before taking any action under this Indenture, other than the payment of monies on deposit in any of the funds as provided for herein, the Trustee may require that indemnity satisfactory to it be furnished to it for the reimbursement of all costs and expenses which it may incur, including attorneys' fees, and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct, by reason of any action so taken. To the extent permitted by law, the Authority agrees to indemnify the Trustee against any claims arising out of the exercise and performance of its powers and duties hereunder in good faith and without negligence; provided that such agreement of the Authority shall not act as a waiver of immunity of the Authority under the Colorado Governmental Immunity Act.

(n) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise with respect to the Bonds.

Section 9.02. Fees and Expenses of the Trustee.

(a) The Trustee shall be entitled to payment and reimbursement of its fees and expenses for ordinary services rendered hereunder (which compensation is not intended by the parties hereto to be limited by any provision of law in regard to the compensation of a trustee of an express trust) as and when the same become due, and all advances, agent, and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services. The Trustee reserves the right to renegotiate its current fees for ordinary services to correspond with changing economic conditions, inflation and changing requirements relating to the Trustee's ordinary services.

(b) In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in

connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor.

Section 9.03. Resignation or Replacement of Trustee.

(a) The Trustee may resign, subject to the appointment of a successor, by giving thirty (30) days' notice of such resignation to the Authority and to all Owners of Bonds specifying the date when such resignation shall take effect. Such resignation shall take effect on the date specified in such notice unless a successor shall have been previously appointed as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor. The Trustee may petition the courts to appoint a successor in the event no such successor shall have been previously appointed. The Trustee may be removed at any time by an instrument in writing, executed by a majority of the Owners in aggregate principal amount of the Bonds then Outstanding. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

(b) In case the Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Authority so long as it is not in default hereunder; otherwise by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys-in-fact appointed; provided, however, that even if the Authority is in default hereunder it may appoint a successor until a new successor shall be appointed by the Authority or the Owners as herein authorized. The Authority, upon making such appointment, shall forthwith give notice thereof to the Owners by mailing to the address shown on the registration books maintained by the Trustee, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the Authority shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Authority or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, as applicable.

(c) Every successor Trustee shall always be a commercial bank or trust company in good standing, qualified to act hereunder, and having a capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms. Any successor appointed hereunder shall execute, acknowledge, and deliver to the Authority an instrument accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed, or conveyance, become vested with all estates, properties, rights, powers, and trusts of its predecessor in the trust hereunder with like effect as if originally named as the Trustee hereunder, and thereupon the duties and obligations of the predecessor shall cease and terminate; but the Trustee retiring shall, nevertheless, on the written demand of its successor and upon the payment of the fees and expenses owed to the predecessor, execute and deliver an instrument conveying and transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the predecessor, who shall duly assign, transfer, and deliver to the successor all properties and moneys held

by it under this Indenture. If any instrument from the Authority is required by any successor for more fully and certainly vesting in and confirming to it the estates, properties, rights, powers, and trusts of the predecessor, those instruments shall be made, executed, acknowledged, and delivered by the Authority on request of such successor.

(d) The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed or recorded.

Section 9.04. Conversion, Consolidation, or Merger of Trustee. Anything herein to the contrary notwithstanding, any bank or trust company or other person into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole, shall be the successor of the Trustee under this Indenture with the same rights, powers, duties, and obligations, and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, provided that such bank, trust company, or other person is legally empowered to accept such trust.

Section 9.05. Trustee Protected in Relying Upon Resolutions, Etc. The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein, and the Trustee shall not be required to make any independent investigation in connection therewith. Such resolutions, opinions, certificates, and other instruments shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder. Except as provided herein, the Trustee shall not be under any responsibility to seek the approval of any expert for any of the purposes expressed in this Indenture; provided, however, that nothing contained in this Section shall alter the Trustee's obligations or immunities provided by statutory, constitutional, or common law with respect to the approval of independent experts who may furnish opinions, certificates, or opinions of Counsel to the Trustee pursuant to any provisions of this Indenture.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent. Subject to the provisions of this Article X, the Authority and the Trustee may, without the consent of or notice to the Owners or Consent Parties, enter into such amendments to this Indenture and/or indentures supplemental hereto, which amendments and supplemental indentures shall thereafter form a part hereof, for any one or more of the following purposes:

(a) To cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Indenture, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Indenture, or to make any provisions for any other purpose if such provisions are necessary or desirable and do not in the opinion of Bond Counsel materially adversely affect the interests of the Owners of the Bonds;

- (b) To subject to this Indenture additional revenues, properties, or collateral;
- (c) To grant or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Owners or the Trustee; and
- (d) To qualify this Indenture under the Trust Indenture Act of 1939.

Section 10.02. Supplemental Indentures Requiring Consent.

(a) Except for amendments and supplemental indentures delivered pursuant to Section 10.01 hereof, and subject to the other provisions of this Article X, the Consent Parties with respect to not less than a majority (or for modifications of provisions hereof which require the consent of a percentage of Owners or Consent Parties higher than a majority, such higher percentage) in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Authority and the Trustee of such amendments to this Indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that without the consent of the Consent Parties with respect to all the Outstanding Bonds affected thereby, nothing herein contained shall permit, or be construed as permitting:

- (i) a change in the terms of the maturity of any Outstanding Bond, in the principal amount of any Outstanding Bond, in the optional or mandatory redemption provisions applicable thereto, or the rate of interest thereon;
- (ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of or interest on the Bonds when due;
- (iii) a privilege or priority of any Bond or any interest payment over any other Bond or interest payment; or
- (iv) a reduction in the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners or Consent Parties is required for any such amendment or supplemental indenture.

(b) Upon the execution of any amendment or supplemental indenture pursuant to the provisions of this Section 10.02, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

(c) If at any time the Authority shall request the Trustee to enter into such amendment or supplemental indenture for any of the purposes of this Section 10.02, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of the proposed execution of such amendment or supplemental indenture to

be given to each Owner of a Bond at the address shown on the registration books of the Trustee, prior to the proposed date of execution and delivery of any such amendment or supplemental indenture. If the Consent Parties with respect to not less than the required percentage in aggregate principal amount of the Bonds then Outstanding at the time of the execution of any such amendment or supplemental indenture consent to the execution thereof, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Section 10.03. Execution of Supplemental Indenture. The Trustee is authorized to join with the Authority in the execution of any such amendment to this Indenture or supplemental indenture hereto and to make further agreements and stipulations which may be contained therein; provided that, prior to the execution of any such amendment or supplemental indenture (whether under Section 10.01 or 10.02 hereof) the Trustee and the Authority may require and shall be fully protected in relying upon an opinion of Bond Counsel experienced in matters arising under Section 103 of the Code and acceptable to the Trustee and the Authority, to the effect that: (i) the amendment or supplemental indenture will not adversely affect the exclusion from gross income for federal income tax purposes, of the interest on the Bonds; (ii) the Authority is permitted by the provisions hereof to enter into the amendment or supplemental indenture; and (iii) the amendment or supplemental indenture is a valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to matters permitted by Section 1.05 hereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person other than the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation hereof; and all the covenants, stipulations, promises, and agreements in this Indenture by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Owners of the Bonds, and for Bonds held by a Depository, the Beneficial Owners and the Participants.

Section 11.02. Severability. In the event any provision of this Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intent being that such remaining provisions shall remain in full force and effect.

Section 11.03. Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State.

Section 11.04. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.05. Notices; Waiver.

(a) Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Indenture shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

If to the Authority: The Aurora Highlands Community Authority Board
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Attention: Denise Denslow
 Telephone: 303.779.5710
 E-mail: Denise.denslow@claconnect.com

With a copy to: McGeady Becher P.C.
 450 East 17th Avenue, Suite 400
 Denver, Colorado 80203
 Telephone: 303.592.4380
 Email: legalnotices@specialdistrictlaw.com

If to the Trustee: Zions Bancorporation, National Association
 One South Main, 12th Floor
 Salt Lake City, Utah 84133
 Attention: Corporate Trust Officer
 Telephone: 801.844.7560
 Email: corporatetrust@zionsbancorp.com

(a) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(b) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(c) Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.06. Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, shall be a legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee are located are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Indenture.

Section 11.07. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Authority acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Board or the Authority, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 11.08. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 11.09. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than thirty (30) days after the authorization of the Bonds.

Section 11.10. Electronic Storage. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

IN WITNESS WHEREOF, **THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD**, in the City of Aurora, Adams County, Colorado, has caused this Indenture of Trust to be executed on its behalf by its President and attested by its Secretary or Assistant Secretary, and to evidence its acceptance of the trusts hereby created, **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, Salt Lake City, Utah, as Trustee, has caused this Indenture of Trust to be executed on its behalf by one of its authorized officers, all as of the date first above written.

(S E A L)

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

Matthew Hopper, President

ATTESTED:

Secretary or Assistant Secretary

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**, as Trustee

Authorized Officer

[Signature Page to Indenture of Trust (Senior)]

EXHIBIT A
TO
INDENTURE OF TRUST
 (Form of Bond)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. RA-_____

\$_____

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF ADAMS
CITY OF AURORA

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD
SPECIAL TAX REVENUE BOND
SERIES 2022

INTEREST RATE **MATURITY DATE** **ORIGINAL ISSUE DATE** **CUSIP**

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND ___/100 DOLLARS

The Aurora Highlands Community Authority Board (the “Authority”), for value received, hereby acknowledges itself indebted and promises to pay, solely from and to the extent of the Pledged Revenue (as defined in the Indenture, defined below), to the registered owner named above, or registered assigns, on the maturity date specified above or on the date of prior redemption, the principal amount specified above. In like manner the Authority promises to pay, solely from and to the extent of Pledged Revenue available therefor, interest on such principal amount (computed on the basis of a 360-day year of twelve 30-day months) from the original issue date specified above, at the interest rate per annum specified above, payable on December 1 of each year, commencing December 1, 2022 until such time as the principal amount is paid at maturity or upon prior redemption.

The Bonds are issued pursuant to that certain Indenture of Trust (the “Indenture”) between the Authority and Zions Bancorporation, National Association, as trustee (the “Trustee”), dated as of December 22, 2021, being the date of issuance of the Bonds.

Capitalized terms used and not otherwise defined in this Bond shall have the respective meanings assigned by the Indenture.

This Bond represents a single term bond of a series aggregating \$[BOND PAR] par value, all of like date, tenor, and effect, issued by The Aurora Highlands Community Authority Board for the purpose of paying the costs of providing certain public improvements, by virtue of and in full conformity with the Constitution of the State of Colorado; Title 32, Article 1, Part 11, C.R.S.; Title 11, Article 57, Part 2, C.R.S.; and all other laws of the State of Colorado thereunto enabling, and pursuant to the duly adopted Bond Resolution, the Indenture, the ATEC No. 1 Election and the CABEA. Pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

To the extent principal of this Bond is not paid prior to the maturity date of this Bond, such principal shall remain Outstanding until paid and shall continue to bear interest at the rate then borne by this Bond, and to the extent interest on this Bond is not paid when due, such interest shall compound annually on each Interest Payment Date at the rate borne by this Bond; provided, however, that notwithstanding anything herein to the contrary, the Authority shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium, if any, and interest, and all Bonds will be deemed defeased and no longer outstanding upon the payment by the Authority of such amount.

The principal of and premium, if any, on this Bond are payable in lawful money of the United States of America to the Owner of this Bond upon maturity or prior redemption and presentation at the principal office of the Trustee. The interest on this Bond is payable to the person in whose name this Bond is registered, at his address as it appears on the registration books maintained by or on behalf of the Authority by the Trustee, at the close of business on the Record Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Interest Payment Date; provided that any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such unpaid interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the unpaid interest, and notice of the Special Record Date shall be given to the Owners of the Bonds not less than ten (10) days prior to the Special Record Date by first-class mail to each such Owner as shown on the registration books kept by the Trustee on a date selected by the Trustee. Such notice shall state the date of the Special Record Date and the date fixed for the payment of such unpaid interest.

Interest payments shall be paid by check or draft of the Trustee mailed on or before the Interest Payment Date to the Owners. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Trustee, provided that the Authority shall not incur any expenses in connection with such alternative means of payment.

Notwithstanding the provisions of the Indenture and this Bond which provide for notices to Owners by mail, so long as this Bonds is held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

It is hereby recited, certified, and warranted that all of the requirements of law have been fully complied with by the proper officers in issuing this Bond. The Bonds are payable solely from and to the extent of the Pledged Revenue, and the Pledged Revenue is pledged to the payment of the Bonds. The Bonds constitute an irrevocable lien upon the Pledged Revenue, but not necessarily an exclusive such lien.

Reference is hereby made to the Indenture for an additional description of the nature and extent of the security for the Bonds, the accounts and revenues pledged to the payment thereof, the rights and remedies of the registered owners of the Bonds, the manner in which the Indenture may be amended, and the other terms and conditions upon which the Bonds are issued, copies of which are on file for public inspection at the office of the Authority Secretary.

Bonds of this issue are subject to redemption prior to maturity as provided in the Indenture. The Bonds will be redeemed only in integral multiples of \$1,000. In the event a Bond is of a denomination larger than \$1,000, a portion of such Bond may be redeemed, but only in the principal amount of \$1,000 or any integral multiple thereof. Such Bond will be treated for the purposes of redemption as that number of Bonds which results from dividing the principal amount of such Bond by \$1,000. In the event a portion of this Bond is redeemed, the Trustee shall, without charge to the registered owner of this Bond, authenticate and deliver a replacement Bond or Bonds for the unredeemed portion.

Notice of prior redemption shall be given to the registered owner of this Bond not less than twenty (20) days prior to the date fixed for redemption in the manner set forth in the Indenture. The redemption of the Bonds may be contingent or subject to such conditions as may be specified in the notice. All Bonds called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

Notwithstanding the provisions of the Indenture and this Bond which provide for notices to Owners by mail, so long as this Bonds is held by DTC or any other Depository, such notices may be given by electronic means in lieu of mailed notice.

The Authority and Trustee shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first business day following the ensuing interest payment date; or (b) during the period beginning at the opening of business on a date forty-five (45) days prior to the date of any redemption of Bonds and ending at the opening of business on the first business day following the day on which the applicable notice of redemption is mailed. The Trustee shall not be required to transfer any Bonds selected or called for redemption, in whole or in part.

The Authority and the Trustee may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes (whether or not this Bond shall be overdue), and any notice to the contrary shall not be binding upon the Authority or the Trustee.

This Bond may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, at the principal office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred upon the registration books upon delivery to the Trustee of this Bond, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Trustee, duly executed by the owner of this Bond or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the Bond, along with the social security number or federal employer identification number of such transferee. In the event of the transfer of this Bond, the Trustee shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The Trustee shall charge the owner of this Bond for every such transfer or exchange an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange.

If the date for making any payment or performing any action shall be a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed, such payment may be made or act performed on the next succeeding day which is not a legal holiday or a day on which the principal office of the Trustee is authorized or required by law to remain closed.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN TESTIMONY WHEREOF, the Board of Directors of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), has caused this Bond to be signed by the manual or facsimile signature of the President of the Authority, sealed with a manual impression or a facsimile of the seal of the Authority, and attested by the manual or facsimile signature of the Secretary or an Assistant Secretary of the Authority, all as of the original issue date specified above.

(S E A L)

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

Matthew Hopper, President

ATTESTED:

Secretary or Assistant Secretary

[Signature Page to Bond]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Indenture.

Date of Registration and Authentication:

**ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,** as Bond
Registrar

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto:

Name and address of Assignee:

Social Security or
Federal Employer Identification Number
of Assignee:

the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

(Bank, Trust Company, or Firm)

[End of Form of Bond]

**EXHIBIT B
TO
INDENTURE OF TRUST**

(Form of Project Fund Requisition)

PROJECT FUND REQUISITION

Requisition No. _____

\$ _____

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD IN THE CITY OF AURORA, ADAMS COUNTY, COLORADO SPECIAL TAX REVENUE BONDS SERIES 2022

The above captioned bonds were issued pursuant to an Indenture of Trust dated May __, 2022 (the “Indenture”) between The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the “Authority”), and Zions Bancorporation, National Association, Salt Lake City, Utah, as trustee (“Trustee”). All capitalized terms used in this Project Fund Requisition shall have the meanings ascribed to such terms by the Indenture.

The undersigned Authority Representative hereby makes a requisition from the Project Fund held by the Trustee under the Indenture, and in support thereof states:

1. The total amount hereby requisitioned by the Authority from the Project Fund pursuant to this Project Fund Requisition is \$ _____ (the “Requisitioned Amount”).

2. The Requisitioned Amount is for the purpose(s) of paying or reimbursing the following individual or entity (“Person”) for Project Costs as follows:

(a) The name and address of the Person to whom payment is due or has been made is as follows: _____

(b) Payment is due to the above Person for *[briefly describe the nature of the obligation and the applicable Project Costs]*: _____

3. The Requisitioned Amount shall be disbursed by the Trustee pursuant to the following instructions: *[Provide wire transfer or other transmission instructions]*: _____

4. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and has or have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

5. With respect to the disbursement of funds by the Trustee from the Project Fund pursuant to this Project Fund Requisition, on behalf of the Authority the undersigned Authority Representative or Authority President, as applicable, by its execution hereof hereby: (i) certifies that the Authority has reviewed the wire instructions or other payment information set forth in paragraph 3 of this Project Fund Requisition and confirms that such wire instructions or other payment information is accurate; (ii) agrees that the Authority will indemnify and hold harmless the Trustee from and against any and all claims, demands, losses, liabilities, and expenses sustained, including, without limitation, attorney fees, arising directly or indirectly from the Trustee’s disbursement of funds from the Project Fund in accordance with this Project Fund Requisition and the wiring instructions or other payment information provided herein; and (iii) agrees that the Authority will not seek recourse from the Trustee as a result of losses incurred by the Authority arising from the Trustee’s disbursement of funds in accordance with this Project Fund Requisition and the instructions contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

**THE AURORA HIGHLANDS COMMUNITY
AUTHORITY BOARD**

Authority Representative or President
Name: _____

Authority Accountant
Name of Firm: _____
Name/Title: _____

[Signature Page to Project Fund Requisition No. ____]

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
OVERLAP AREA CONSENT AGREEMENT
(The Aurora Highlands Parkway and Pedestrian Pathway)**

THIS OVERLAP AREA CONSENT AGREEMENT (“Agreement”) is made this 25th day of February, 2022, between Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Aerotropolis”) and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”, and together with Aerotropolis, collectively referred to herein as the “Parties” or individually as a “Party”).

RECITALS

WHEREAS, the District is the holder of a perpetual, non-exclusive easement (the “Pipeline Easement”) over, under, across, above, and through a portion of certain real property pursuant to an Easement Deed and Temporary Construction Easement granted by the City of Aurora dated April 25, 2006 and recorded with the Adams County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 (the “Pipeline Easement Deed”); and

WHEREAS, pursuant to the Pipeline Easement Deed the District has certain rights within the real property as more particularly described in the Pipeline Easement Deed (the “Pipeline Easement Property”); and

WHEREAS, pursuant to the Pipeline Easement Deed, the District has constructed a forty-eight-inch (48”) water pipeline and appurtenances thereto on the Pipeline Easement Property (the “Northern Line”); and

WHEREAS, Aerotropolis desires to install flow fill around the Northern Line and make modifications to a blow off valve (the “Temporary Protection”), construct a temporary road surface for a four-lane divided parkway running on an east-west axis known as the Aurora Highlands Parkway (the “Temporary Road”), a permanent road surface for the Aurora Highlands Parkway (the “Permanent Road”), and a pedestrian pathway between the eastbound and westbound lanes of the Aurora Highlands Parkway (the “Pedestrian Pathway”, and together with the Temporary Protection, the Temporary Road and the Permanent Road, the “Improvements”) within the Pipeline Easement Property as a component of the Aurora Highlands (the “Project”); and

WHEREAS, Aerotropolis and the District have entered into a settlement agreement setting forth the terms and conditions for construction of the Improvements to which this Agreement is an exhibit (the “Settlement Agreement”);

WHEREAS, the construction of and the presence of the Improvements in the Pipeline Easement Property in accordance with the terms and conditions of this Agreement and the Settlement Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Northern Line; and

WHEREAS, Aerotropolis has requested that the District consent to Aerotropolis's non-exclusive use of a portion of the Pipeline Easement Property for Aerotropolis's construction and operation of the Improvements located in the area depicted and described in **Exhibit A** to this Agreement (the "Overlap Area"), in accordance with the terms and conditions provided for in this Agreement and the Settlement Agreement; and

WHEREAS, the District and Aerotropolis acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the Overlap Area in order to avoid conflict and to agree to the terms under which Aerotropolis may construct, operate, maintain, and repair the Improvements within the Overlap Area.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **Consent to Use of Overlap Area for Approved Activities.** Subject to all terms and conditions of the Settlement Agreement and this Agreement, the District hereby consents to Aerotropolis's use of the Overlap Area for the purpose of constructing and operating, maintaining, and repairing the Improvements only until such time as the City of Aurora accepts the Improvements for ownership, operations and maintenance (the "Approved Activities") on, in, or under the Overlap Area, provided the Approved Activities are consistent with and do not impair the rights of the District under the Pipeline Easement Deed, and that the Approved Activities adhere to the terms and conditions of the Settlement Agreement and this Agreement. The rights granted by the District under this Agreement are limited to the use by Aerotropolis of the Overlap Area in connection with the Improvements, in compliance with the terms of the Settlement Agreement and this Agreement and for no other purpose. Nothing herein is intended to apply nor shall be deemed to apply to the Northern Line or its related facilities, nor to any other District facilities, to the extent located outside of the Overlap Area. The subset of the permitted Approved Activities that involve only the initial construction and installation of the Improvements are referred to herein specifically as the "Construction Activities." Anything beyond the Approved Activities will necessitate an amendment to this Agreement.
2. **Approved Activities Requirements.** Aerotropolis acknowledges and agrees that the District is concerned about the anticipated proximity between the District's Northern Line and the Approved Activities. Aerotropolis agrees that all Approved Activities must be undertaken with reasonable care to prevent harm to the District's Northern Line and subjacent and lateral support for the District's Northern Line. Acknowledging these and other developing concerns for the safety and protection of the District's Northern Line, Aerotropolis shall adhere to the requirements set forth below which are deemed necessary in the sole opinion of the District (the "Approved Activities Requirements"), including, but not limited to the following:

A. *Temporary Protection of Northern Line.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for construction of the Temporary Protection.
- ii. Construction of the Temporary Protection shall take place in accordance with plans approved by ECCV pursuant to the terms of the Settlement Agreement (the “Temporary Protection Plans”). Following the District’s approval the Temporary Protection Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Temporary Protection Plans without the District’s prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Temporary Protection Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. Material as used in this provision and in subsequent provisions of this Agreement shall mean changes in the applicable plans which may, in the judgment of a qualified engineering professional with appropriate expertise, create risk to the Northern Line beyond that included in the mutually approved and relevant plans. The District shall have the right to observe any portion of construction of the Temporary Protection. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org prior to the commencement of its construction of the Temporary Protection. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Protection and calling out any approved deviations from the Temporary Protection Plans no later than thirty (30) days after completion of the Temporary Protection.

B. *Temporary Road.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Temporary Road.
- ii. Aerotropolis shall conduct all Construction Activities involving the Temporary Road (the “Temporary Road Construction Activities”) in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Temporary Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Temporary Road. Aerotropolis shall provide the District with construction plans and specifications for the Temporary Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Temporary Road

Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' detailed construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Temporary Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Temporary Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Temporary Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to conduct any activities or install any portion of the Temporary Road deviate in any material manner from the Temporary Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Temporary Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Temporary Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Road and calling out any approved deviations from the Temporary Road Construction Plans no later than thirty (30) days after completion of construction.

C. *Pedestrian Pathway.*

- i.** A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Pedestrian Pathway.
- ii.** Aerotropolis shall conduct all Construction Activities involving the Pedestrian Pathway (the "Pedestrian Pathway Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Pedestrian Pathway Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Pedestrian Pathway. Aerotropolis shall provide the District with construction plans and specifications for the Pedestrian Pathway and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Pedestrian Pathway Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of

Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Pedestrian Pathway shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Pedestrian Pathway Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Pedestrian Pathway Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Pedestrian Pathway Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Pedestrian Pathway Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Pedestrian Pathway Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Pedestrian Pathway and calling out any approved deviations from the Pedestrian Pathway Construction Plans no later than thirty (30) days after completion of construction.

D. *Permanent Road Surface.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Permanent Road Surface.
- ii. Aerotropolis shall conduct all Construction Activities involving the Permanent Road (the "Permanent Road Construction Activities") in accordance with the terms of the Settlement Agreement and full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Permanent Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Permanent Road. Aerotropolis shall provide the District with construction plans and specifications for the Permanent Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Permanent Road Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and

complete construction plans and specifications for the Permanent Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the “Permanent Road Construction Plans”). After the District’s approval, no material changes, modifications or alterations may be made to the Permanent Road Construction Plans without the District’s prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Permanent Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Permanent Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Permanent Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Permanent Road and calling out any approved deviations from the Permanent Road Construction Plans no later than thirty (30) days after completion of construction.

E. *Permanent Relocation.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for the Permanent Relocation.
- ii. Pursuant to the Settlement Agreement, Aerotropolis and/or Aerotropolis Regional Transportation District (“ARTA”) is obligated to permanently relocate a portion of the Northern Line (the “Relocation”), which Relocation shall take place in accordance with plans approved by the District pursuant to the terms of the Settlement Agreement (the “Relocation Plans”). Following the District’s approval, the Relocation Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Relocation Plans without the District’s prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Relocation Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. The District shall have the right to observe any portion of Relocation in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org, at least

thirty (30) business days prior to the commencement of the Relocation. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Relocation and calling out any approved deviations from the Relocation Plans no later than thirty (30) days after completion of the Relocation.

- F. *Earth Cover.* Except as permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), Aerotropolis shall take no action which would impair the earth cover over, or the lateral and subjacent support of, the Northern Line within the Overlap Area, without the prior written consent of the District.
- G. *Crossing Lines.* All Improvements in the Overlap Area must cross the Northern Line at approximately right angles, unless otherwise permitted by the District in writing or as provided in any approved plans for the Improvements as set forth in the Pipeline Easement Deed. The minimum vertical clearance shall be eighteen (18) inches between the Improvements and the Northern Line.
- H. *Parallel Lines.* Except as expressly permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), any Improvements that parallel the District's Northern Line must be located at least ten (10) feet away from the outside edge of the Northern Line to the outside edge of other utility located on the Pipeline Easement Property or Overlap Area.
- I. *Operations and Maintenance in Overlap Area as Part of the Approved Activities.*
 - i. Aerotropolis shall not interfere with the District's activities, or operation of Northern Line within the Overlap Area, and Aerotropolis shall conduct its Approved Activities in a safe and prudent manner considering the Northern Line and any other District facilities located on or below the surface of the Overlap Area.
 - ii. Aerotropolis will maintain reasonable access for on-going District operations and maintenance personnel to critical facilities of the Northern Line within the Overlap Area, including but not limited to line valves, blow offs, and air valves at all times during the Approved Activities. Construction soil stockpiles shall not be permitted on top

of the Northern Line within the Overlap Area and shall not cover access to any critical facilities of the Northern Line within the Overlap Area. Any modification or relocation of the Improvements shall not be considered part of the Approved Activities, and will necessitate an amendment to this Agreement (see Section 1).

- iii. Following completion of the Construction Activities, Aerotropolis will not conduct or permit anyone to conduct any Approved Activities on or within the Overlap Area, including but not limited to, operations, maintenance and repair of the Improvements, without the prior written consent of the District. The District shall have the right to observe any portion of Approved Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9153, or her successor at such email address and phone number as may be provided by the District to Aerotropolis and also to info@eccv.org, at least thirty (30) calendar days prior to the commencement of any form of construction activities related to the Permanent Road on or within the Overlap Area.
- iv. In the event that ECCV, or its employees, agents, or contractors, causes damage to the Improvements, whether during construction or following completion of the Construction Activities, but in all cases prior to the time when such Improvements are dedicated to the City of Aurora, then ECCV shall be solely responsible for repairing or paying for the costs to repair such Improvements to the condition in which such Improvements existed prior to such damage.

3. **Existing District and Third-Party Facilities and Easements that Interfere with Aerotropolis' Use of the Overlap Area.** To the extent any third parties' facilities within the Overlap Area existing at the time of this Agreement interfere with Aerotropolis' ability to construct or operate its Improvements within the Overlap Area, Aerotropolis will resolve matters of relocation and reconstruction of such existing facilities by separate relocation/reconstruction agreement with the owner of such facilities at no cost to the District.
4. **Shutdown of Northern Line.** Aerotropolis requires a shutdown of the Northern Line for construction of the Temporary Protection and the Relocation. A shutdown of the Northern Line requires the District to halt pumping operations (the "Line Shutdown"). The District and Aerotropolis agree that Approved Activities relating to the Temporary Construction shall take place between February 23, 2022 and March 7, 2022, when the District has a planned shutdown of the Northern Line already scheduled. The District and Aerotropolis further agree that the tie-in of the Relocation to the Northern Line shall occur during the two-week window to be scheduled by the District for the regular shutdown of the Northern Line between January 14, 2023 and February 28, 2023. Other than the foregoing, the District shall have no obligation of any kind to shut down

the Northern Line to permit the Approved Activities to go forward.

5. **Use and Occupancy of Overlap Area by the District.** The District retains all of its rights specified in the Pipeline Easement. The District shall continue to have the full rights afforded to it under the Pipeline Easement to use the Overlap Area.
6. **Restoration of Overlap Area.** After conducting any Approved Activities in the Overlap Area, Aerotropolis shall restore the Overlap Area, including, but not limited to, subjacent and lateral support, at the expense of Aerotropolis, to the condition in which it was prior to Aerotropolis' use of the Overlap Area (with the exception of the construction of the Improvements), including settling or other repairs or damage within the Overlap Area caused by the Approved Activities.
7. **Responsibility for Damages.** Aerotropolis shall be responsible for any and all damage to the Northern Line, to the extent caused by the use of the Overlap Area by Aerotropolis or any of its contractors, subcontractors, agents or employees. Aerotropolis shall, at the District's option, pay for or repair any damage done to the Northern Line, to the extent caused by any Approved Activities. The cost of lost water, costs for consequential damages and the reasonable costs for any repairs necessitated by such damage shall be borne by Aerotropolis. Notwithstanding the foregoing, the District will have no duty to monitor any Approved Activities. Any monitoring by the District of Aerotropolis conducted by or on behalf of Aerotropolis is for the sole benefit of the District and shall not create any duty, obligation or liability to Aerotropolis or any other person.
8. **Insurance.** While conducting Approved Activities, Aerotropolis's contractor for the construction shall obtain and provide insurance covering the activities set forth in the Agreement as provided in this Section:
 - A. *General Requirements.* Aerotropolis's contractor shall provide or cause to be provided to the District forms evidencing all insurance coverage obtained by all construction contractors prior to commencement of construction. Aerotropolis's contractor shall maintain or cause to be maintained all such insurance until construction is complete and, if necessary, shall provide or cause to be provided to the District documentation of renewals of all such insurance. Aerotropolis shall ensure all subcontractors conducting Approved Activities on its behalf have insurance coverage appropriate for the tasks there are performing and Aerotropolis shall be liable to the District for any subcontractor failure to ensure commercially reasonable insurance coverages.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Aerotropolis's contractor and subcontractors pursuant to the indemnification provisions of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting provisions shall be procured to maintain such continuous coverage.

A certificate of insurance shall be completed by Aerotropolis's contractor's

insurance agent(s) as evidence that policies providing required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the District prior to commencement of any services under this Agreement. The certificate shall demonstrate that the insurance coverage complies with the requirements of this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. The completed certificate of insurance shall be sent to: East Cherry Creek Valley Water and Sanitation District, 6201 S. Gun Club Road, Aurora, CO 80016.

The District shall be named an additional insured on all policies and the District shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the District and Aerotropolis, and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., (“GIA”) as amended from time to time, or otherwise available to the District and/or Aerotropolis, and each of their respective officers or employees.

B. *Minimum Insurance Coverages – Construction Phase.*

- i. Workers’ Compensation Insurance. Workers’ compensation insurance with coverage in accordance with applicable law.
- ii. Commercial General Liability Insurance. Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2013 edition or equivalent), shall include all major divisions of coverage, and shall be on a comprehensive basis, including:
 - a. Premises and operations;
 - b. Personal injury liability;
 - c. Contractual liability;
 - d. Property damage; and
 - e. Independent contractors’ coverage
 - f. In addition, Aerotropolis’s contractor shall provide commercial liability insurance endorsements as follows:

1. Endorsement CG 25 03 (dated as of 5/2009) or equivalent, general aggregate applies on a per project/per location basis;
2. Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the Agreement, which shall be payable in addition to the coverage limit of liability); to the extent aligned with and permitted by applicable law, no contractual liability coverage exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);
3. Personal injury liability (with contractual exclusions deleted);
4. No separation of insured exclusion;

iii. Contractor specific requirements:

- a. If applicable to the Approved Activities, perils of explosion, collapse, & underground (XCU);
- b. If applicable to the Approved Activities, no subsidence exclusion;
- c. If applicable to the Approved Activities, no damage to Aerotropolis performed by subcontractor exclusion (CG 22 94 or similar);
- d. If applicable to the Approved Activities, no exclusions for operations performed within 50 feet of a railroad property;
- e. If applicable to the Approved Activities, no exclusions for operations involving residential, multi-family or apartments.
- f. For the full statute of repose, the Aerotropolis's contractor shall (1) maintain general liability coverage for both products and completed operations insurance, and (2) maintain the District as an additional insured thereunder. Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with coverage in the amount of One

Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles.

- v. Contractor's Pollution (Environmental) Liability. This Section is applicable to (a) Aerotropolis's contractor and (b) subcontractors of any tier that are providing Approved Activities related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes microbial matter, mold, fungi, or bacteria and any Approved Activities which will involve the use of hazardous materials. The contractor and all applicable subcontractors must provide and maintain a separate pollution liability insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. The pollution liability policy must include contractual liability coverage aligned with the indemnification obligations of this Agreement. The policy limits shall be in the amount of One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate. Aerotropolis's contractor and subcontractors shall maintain pollution liability coverage for the statute of repose following completion of the Approved Activities. Should mold coverage be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of repose.
- vi. Excess/Umbrella Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers' liability coverages required herein, in the amount of at least Three Million Dollars (\$3,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages. All coverages and terms required under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance Sections hereof must be included on the Excess/Umbrella Liability policy. Higher limits may be required by the District on a project-by-project basis. Aerotropolis's contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.
- vii. Aerotropolis itself will provide property casualty insurance via Aerotropolis's third-party property casualty insurance policy covering all of the Overlap Area.

B. Minimum Insurance Coverages – Post Construction

1. Following completion of construction of the Approved Activities, Aerotropolis shall maintain insurance coverage, either through purchase of third-party insurance or self-insurance, in amounts up to the limits contained in the GIA, Section 24-10-114, C.R.S. as they may change from time to time, to insure against all claims costs and expenses Aerotropolis has agreed to indemnify the District for pursuant to this Agreement. Such coverage shall be effective as of the date the Approved Activities are installed in the Overlap Area and Aerotropolis shall maintain such coverage for the duration of time Aerotropolis conducts Approved Activities in the Overlap Area. The District shall be named as an additional insured with respect to such third-party policy.
- C. Aerotropolis and/or its contractors are solely responsible for any deductibles, self-insured retentions, or uninsured losses for any reason arising out of Aerotropolis's obligations of this Agreement.
 - D. All coverages specified in this agreement shall waive any right of subrogation against the District and its directors, officers, employees, and agents.
 - E. Nothing in this Agreement shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by Aerotropolis or its contractors and the District shall not be responsible for any representations or warranties made by or on behalf of Aerotropolis or their contractors to any insurance company or insurance underwriter.
9. **Indemnification.** To the extent of its lawful authority, Aerotropolis shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis or any of its subcontractors or material suppliers, agents or employees, in connection with this Agreement (or a breach thereof). Further, Aerotropolis hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District or Aerotropolis pursuant to this Agreement shall be deemed a waiver of the District's or Aerotropolis' respective sovereign immunity under the Colorado Governmental Immunity Act. Further, Aerotropolis shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants. The obligations of the indemnifications extended by Aerotropolis to the District under this Section shall survive termination or expiration of this Agreement.

Aerotropolis's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law which obligations shall be subject to annual appropriation by Aerotropolis. However, nothing in this Agreement shall be construed as requiring Aerotropolis to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence, willful acts, or intentional torts of the District or any third party under the control or supervision of the District. Nor shall Aerotropolis's obligations under this Section extend to acts or omissions of any third party not under the control or supervision of Aerotropolis. Any insurance coverage requirements specified in this Agreement in no way lessen or limit the obligations of Aerotropolis under the terms of this Section.

10. **Contractors and Subcontractors.** Aerotropolis is solely and fully responsible to the District for its obligations under this Agreement and Aerotropolis shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf as if the work were performed by it. .
11. **No Property Interest.** This Agreement does not convey an interest in real property, nor shall it be deemed to create or construed as creating in Aerotropolis any property interest in or to the Overlap Area. The parties do not by this Agreement intend to create a lease, easement, or other real property interest. In no event shall this Agreement be recorded in the records of any county. Further, notwithstanding any contrary provision, the District reserves its full rights to use the Overlap Area for any purpose permitted by the Pipeline Easement.
12. **Ownership of Fee Underlying Overlap Area.** The District's ownership of the Overlap Area is limited to an easement interest only and Aerotropolis acknowledges that the land under the Overlap Area is owned in fee by third parties. Aerotropolis shall be responsible to acquire all rights necessary to construct its Project from these third parties. Aerotropolis agrees that any authorization granted herein is conditioned upon Aerotropolis obtaining such additional authorization from the fee owner(s) of the Overlap Area or others owning any interest in the Overlap Area. Aerotropolis's interest in the Overlap Area is subject to the terms of the District's Pipeline Easement Deed obtained from third parties. Further, Aerotropolis acknowledges that the District is not giving or making any warranty with respect to title to any portion of the Overlap Area and the District, nor anyone acting for or on behalf of the District has made any representation, statement, warranty or promise concerning the title, physical aspects or

condition of the Pipeline Easement Property, or the feasibility, desirability, or adaptability of the Pipeline Easement Property for any particular use.

13. Miscellaneous Provisions.

- A. *Notices.*** All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notice to District:

East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Road
Aurora, Colorado 80016
Attn: David J. Kaunisto
Email: dkaunisto@eccv.org

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Tamara Seaver, Esq.
Email: TSeaver@ISP-Law.com

Notice to Aerotropolis:

Matt Hopper, President
Aerotropolis Area Coordinating Metropolitan District
c: 303.339.0042
e: matt.hopper@aacmd.org

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
303.223.1249 tel
kwalsh@bhfs.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

- B. *Recordation.* The Parties agree that this Agreement may not be recorded in the records of the Adams County Clerk and Recorder.
- C. *Binding Agreement.* The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that this Agreement: (i) shall be limited to the rights and obligations of Aerotropolis and the District only; (ii) shall not be binding upon any other parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the Pipeline Easement Property or any other property; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and the District entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, the District acknowledges and agrees that the City of Aurora shall not be bound by this Agreement; that this Agreement shall cease to have legal effect at the time of dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora; and that it shall be incumbent solely upon the District to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of this Agreement.
- D. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of this date, *provided* that if there are any irreconcilable inconsistencies between the terms of this Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.
- E. *Specific Performance.* The terms of this Agreement may be enforced by specific performance.
- F. *Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the District Court in the County of Adams.

- G.** *Severability.* If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
- H.** *No Waiver.* No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- I.** *Non-Assignable.* Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J.** *Rules of Construction.* For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections refer to the Sections of this Agreement; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- K.** *Exhibits Incorporated.* All exhibits to this Agreement are incorporated herein and are made a part hereof as if set forth fully herein.
- L.** *Counterpart Execution.* This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT**

Its:

David J. Kunitz
DISTRICT MANAGER

STATE OF

Colorado

)

COUNTY OF

Arapahoe

)

ss.

The foregoing instrument was acknowledged before me this 25th day of February, 2022 by David J. Kunitz as District Manager of the East Cherry Creek Valley Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires:

July 20, 2023
Rebecca Bellamy
Notary Public



**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**

APPROVED:

M Hopper
By: Matthew Hopper
Its: President

STATE OF COLORADO)
)
COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me this 25th day of February, 2022 by MATT HOPPER, as PRESIDENT of Aerotropolis Area Coordinating Metropolitan District.

WITNESS my hand and official seal.

My commission expires:

12/20/24

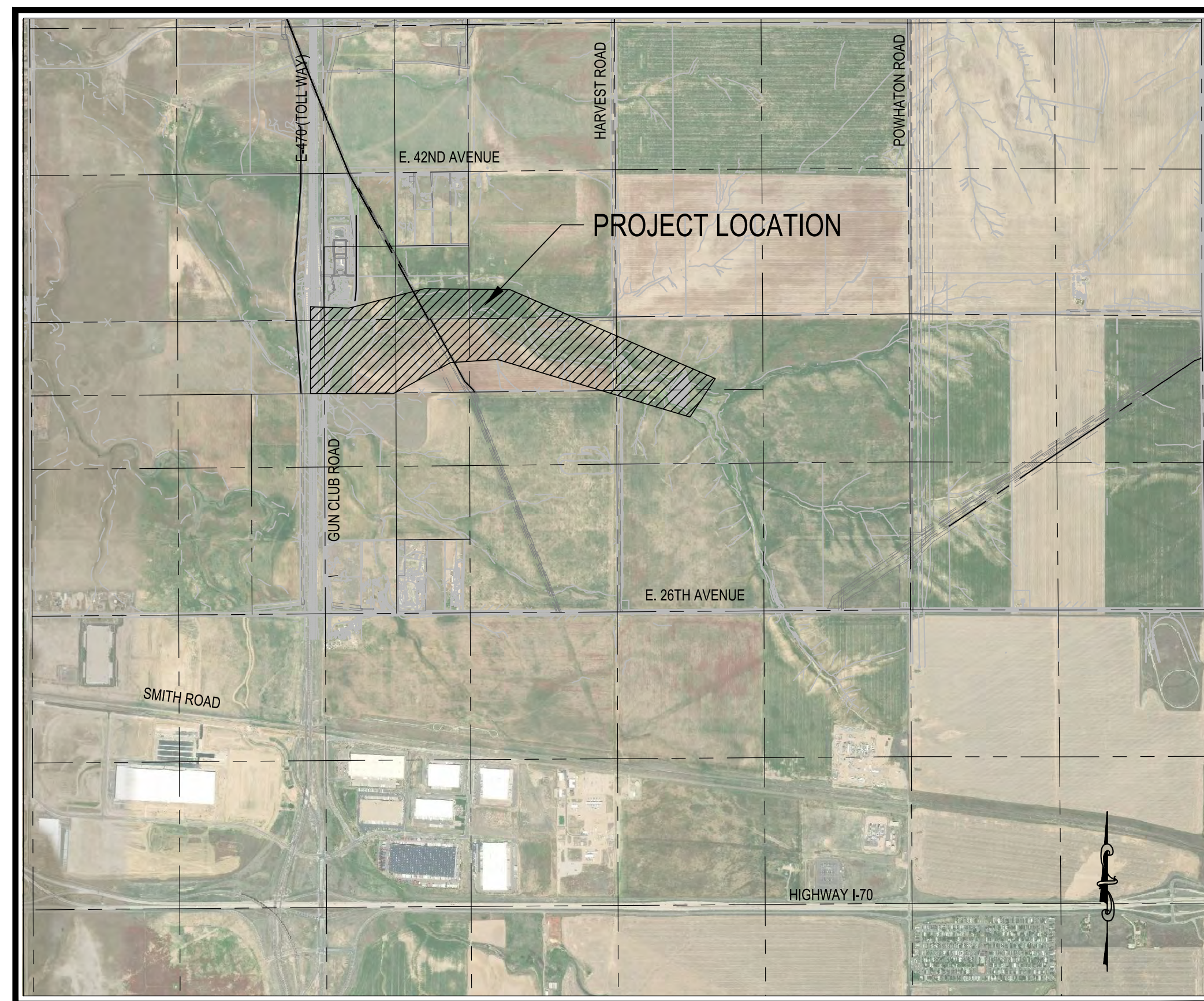
Anna Jones
Notary Public

Anna Jones
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19954017866
MY COMMISSION EXPIRES 12/20/2024

EXHIBIT A**Overlap Area**

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	UTILITY NOTES
4	DEMOLITION PLAN
5	OVERALL SITE PLAN
6	SURVEY CONTROL DIAGRAM
7	SURVEY CONTROL TABULATION
8	PLAN AND PROFILE STA 0+00 TO 10+00
9	PLAN AND PROFILE STA 10+00 TO 20+00
10	PLAN AND PROFILE STA 20+00 TO 30+00
11	PLAN AND PROFILE STA 30+00 TO 40+00
12	PLAN AND PROFILE STA 40+00 TO 50+00
13	PLAN AND PROFILE STA 50+00 TO 60+00
14	PLAN AND PROFILE STA 60+00 TO 70+00
15	PLAN AND PROFILE STA 70+00 TO END
16	E-470 CULVERT EXTENSION PLAN
17	E-470 CULVERT EXTENSION PROFILES
18	MAIN STREET CROSSING PLAN
19	MAIN STREET CROSSING PROFILE
20	GAS LINE CROSSING PLAN AND PROFILE
21	LOW FLOW CROSSING DETAILED PLAN
22	LOW FLOW CROSSING SECTIONS
23	EASTBOUND PARKWAY PLAN
24	EASTBOUND PARKWAY PROFILE
25	NORTH - SOUTH COLLECTOR DETAILED SITE PLAN
26	NORTH - SOUTH COLLECTOR PLAN AND PROFILE
27	EASTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
28	WESTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
29	POND 8507 SITE PLAN
30	PRIVATE POND 8507 NORTH PLAN
31	POND 8507 NORTH PRIMARY OUTLET STRUCTURE
32	PRIVATE POND 8507 SOUTH PLAN
33	POND 8507 SOUTH PRIMARY OUTLET STRUCTURE
34	PRIVATE POND 85073 PLAN
35	POND 85073 OUTLET STRUCTURE PLAN
36	PRIVATE POND 8508 NORTH SITE PLAN
37	POND 8508 NORTH OUTLET STRUCTURE PLAN
38	WATER QUALITY POND DETAILS
39	FOREBAY DETAILS
40	FOREBAY DETAILS 2
41	PRIVATE STOCK POND PLAN
42	STOCK POND EMBANKMENT PLAN & PROFILE
43	STOCK POND SEDIMENT BASIN
44	STOCK POND DROP STRUCTURES DETAIL PLANS
45	STOCK POND AND SWALE PROFILES

46	DROP STRUCTURE AT PARKWAY PLAN
47	DROP STRUCTURE AT PARKWAY PLAN ENLARGEMENT
48	DROP STRUCTURE AT PARKWAY PROFILE AND SECTIONS A AND B
49	DROP STRUCTURE AT PARKWAY SECTIONS C, D AND E
50	MISCELLANEOUS DETAILS
51	MISCELLANEOUS DETAILS 2
52	TYPICAL ROCK DETAILS
53	TYPICAL CHANNEL DETAILS
54	PROJECT LAYOUT - E470 TO MAIN STREET
55	PROJECT LAYOUT - MAIN STREET TO GAS LINE CROSSING
56	PROJECT LAYOUT - EASTBOUND PARKWAY
57	PROJECT LAYOUT - NORTH - SOUTH COLLECTOR
58	PROJECT LAYOUT - UPSTREAM OF NORTH - SOUTH COLLECTOR
59	PROJECT LAYOUT - STOCK POND
60	PROJECT LAYOUT - UPSTREAM OF STOCK POND
61	E-470 CULVERT CAST-IN-PLACE EXTENSION PLAN
62	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
63	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
64	POND 8507 NORTH FOREBAY PLAN AND SECTIONS
65	MAIN STREET CROSSING PLAN
66	MAIN STREET CROSSING RETAINING WALL ELEVATIONS
67	MAIN ST TRANSITION SECTIONS
68	GAS LINE CROSSING PLAN
69	GAS LINE CROSSING DETAILS
70	LOW FLOW CROSSING AT STA. 39+16 PLAN AND SECTION
71	EASTBOUND PARKWAY BRIDGE PLANS
72	EASTBOUND PARKWAY BRIDGE - EAST AND WEST DEVELOPED ELEVATIONS
73	EASTBOUND PARKWAY BRIDGE SECTIONS
74	LOW FLOW CROSSING 2 AT 65+34 PLAN AND SECTION
75	NORTH - SOUTH COLLECTOR CROSSING PLAN
76	NORTH - SOUTH COLLECTOR CROSSING EAST AND WEST ELEVATIONS
77	NORTH - SOUTH COLLECTOR BRIDGE SECTION
78	EASTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
79	EASTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
80	EASTBOUND UNDERPASS SECTIONS
81	WESTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
82	WESTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
83	WESTBOUND PEDESTRIAN UNDERPASS SECTIONS
84	TYPICAL ARCHITECTURAL DETAILS 1
85	TYPICAL ARCHITECTURAL DETAILS 2
86	RETAINING WALL SECTION 1
87	RETAINING WALL SECTION 2
88	RETAINING WALL SECTION 3
89	RETAINING WALL SECTION 4
90	CDOT M-STANDARD DETAILS 1
91	CDOT M-STANDARD DETAILS 2



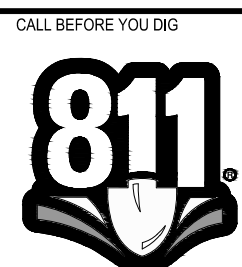
BENCHMARK

CITY OF AURORA BENCHMARK 356636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END, AKA 19-020B
ELEVATION = 5521.54 (NAVD 88)

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.
PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FIRMULAS:

$$\text{PROJECT NORTHING} = (\text{STATE PLANE NORTHING} * 1.0002542620) - 1000000.00$$
$$\text{PROJECT EASTING} = (\text{STATE PLANE EASTING} * 1.0002542620) - 3000000.00$$

Approved One Year From This Date	
City Engineer	Date
Parks, Recreation and Open Space	Date
Water Department	Date

[illegible]

CLIENT NAME

**THE AURORA HIGHLANDS FIRST CREEK
TRIBUTARY T DRAINAGE IMPROVEMENTS**

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**



PE STAMP

FOR AND ON BEHALF OF MERRICK & COMPANY

TITLE
COVER SHEET

COVER SHEET

JOB NUMBER
65419980

DATE
SEPTEMBER 2019

SHEET
1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, GREEN VALLEY EAST LLC, GVR KING LLC, AURORA HIGHLANDS HOLDINGS LLC, THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, and the CITY OF AURORA on the one hand (respectively “ARTA,” “AACMD,” “GV East,” “GVR King,” “Holdings,” “AH Community Board,” and “Aurora” and collectively “Plaintiffs”), and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT on the other (“ECCV” or “Defendant”), each of whom is sometimes referred to as a “Party” and all of whom are sometimes collectively referred to as the “Parties,” and is effective as of the date last signed by any of the Parties (the “Effective Date”).

RECITALS

WHEREAS, certain of the Plaintiffs are private entities involved in the development of The Aurora Highlands master planned community (“Aurora Highlands”); and

WHEREAS, certain of the Plaintiffs are political subdivisions of the State of Colorado involved in the financing and construction of planned infrastructure for Aurora Highlands, including a four-lane divided parkway running on an east-west axis (the “TAH Parkway” or “AH Parkway”); and

WHEREAS, ECCV is the grantee under an easement granted by Aurora in 2006 as described in that certain Easement Deed recorded with the Arapahoe County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 and recorded with the Adams County Clerk and Recorder on December 2, 2015 at Reception No. 2015000100920 and is also the grantee under a Cathodic Protection Unit Easement recorded with the Adams County Clerk and Recorder on June 21, 2006 at Reception No. 200606210000629640 (collectively the “ECCV Easement”), a true and accurate copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, ECCV has constructed a 48” pressurized drinking water supply line within the boundaries of the ECCV Easement (the “Northern Line”); and

WHEREAS, ARTA wishes to construct the AH Parkway within Aurora right-of-way across the ECCV Easement in the location identified on Exhibit B hereto which location is referred to by the Parties as the “Tributary T Crossing;” and

WHEREAS, a dispute has arisen between the Parties concerning the construction of the AH Parkway across the ECCV Easement, which dispute has resulted in the filing of a civil action by the Plaintiffs in the District Court for the County of Adams, State of Colorado docketed as Case No. 2021cv31205 (respectively the “Dispute” and the “Civil Action”); and

WHEREAS, the Parties wish to resolve the Dispute and dismiss the Civil Action on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and other consideration set forth below, the receipt and sufficiency of which each Party irrevocably acknowledges by its execution of this Agreement, the Parties do hereby agree as follows.

TERMS

1. **Incorporation of Recitals.** The forgoing Recitals, which the Parties agree are true and correct, are hereby incorporated into this Agreement as substantive terms hereof.

2. **Crossing Agreement.** The Parties agree that, as an express condition precedent to the enforceability of this Agreement and/or the triggering of any of the Parties' rights or obligations hereunder, ECCV and AACMD shall have executed the crossing agreement attached hereto as Exhibit C respecting the Northern Line at the Tributary T Crossing (hereinafter the "Crossing Agreement"). The Parties further agree that the Crossing Agreement: (i) shall be limited to the rights and obligations of ECCV and AACMD only; (ii) shall not be binding upon any other Parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the property underlying the permanent improvements or the Easement; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of the TAH Parkway and paved pedestrian path to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and ECCV entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, ECCV acknowledges and agrees that the City of Aurora shall not be bound by the Crossing Agreement, that the Crossing Agreement shall cease to have legal effect at the time of dedication of the improvements to the City of Aurora, and that it shall be incumbent solely upon ECCV to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of the Crossing Agreement.

3. **Temporary Protections.** ARTA shall install temporary protection measures around the Northern Line in accordance with Merrick plans set forth in Exhibits D and E to this Agreement (the "Merrick Plans"), with the final length of the proposed flow fill protection to be based on field conditions observed during the work (the "Temporary Protection"), *provided*, that prior to commencing installation of the Temporary Protection ARTA shall provide final versions of the foregoing plans for ECCV's review and approval, which approval shall not be unreasonably conditioned or withheld. Installation of the flow fill associated with the Temporary Protection shall be completed by March 7, 2022 and back filling for the Temporary Protection may be completed following March 7, 2022 provided first two backfill lifts are in place as needed to support the Northern Line by March 7, 2022. In all events, back-filling must be complete by no later than March 14, 2022.

3.1. ARTA shall pay all costs of designing, engineering, and installing the Temporary Protection.

3.2. Upon installation of the Temporary Protection, ARTA shall have the right to install a temporary road surface across the Easement and the Northern Line in the area of the

Tributary T Crossing so that ARTA can open the AH Parkway while the pipe necessary for the permanent realignment of the impacted portion of the Northern Line can be ordered and installed as described below.

3.3. The following risks which may arise during installation of the Temporary Protection are hereby allocated between ARTA and ECCV as follows:

3.3.1. ARTA shall bear the sole risk of liability during installation of the Temporary Protection with respect to the following items which are within ARTA's control during installation: (a) non-compliance with the Merrick Plans during construction and (b) negligence during construction, including failure to use appropriate means and methods.

3.3.2. ECCV shall bear the sole risk of liability during installation of the Temporary Projection with respect to unforeseen conditions present in the Northern Line discovered upon exposure of the Northern Line during installation of the Temporary Protection.

4. Permanent Relocation of the Impacted Portion of The Northern Line.

The Parties, with the exception of City of Aurora who is not taking a position, agree that the portion of the Northern Line impacted by the Tributary T Crossing shall be permanently relocated. The Parties, with the exception of City of Aurora who is not taking a position, further agree that the permanent relocation of the Northern Line shall be accomplished as follows.

4.1.1. The impacted section of the Northern Line shall be relocated pursuant to the 90% design set forth in the AECOM drawings attached hereto as Exhibit F, which are incorporated herein by this reference, subject to (a) the Kennedy Jenks comments set forth in Exhibit F and (b) approval by ECCV of the 100% drawings for such relocation, which approval shall not be unreasonably conditioned or withheld.

4.1.2. ARTA shall be solely responsible for the cost of designing and engineering the relocation of the impacted section of the Northern Line.

4.1.3. ARTA shall be solely responsible for ordering the additional pipe necessary to relocate the impacted section of the Northern Line, the cost of which shall be considered a cost of construction under Section 4.1.8 of this Agreement.

4.1.4. At its sole cost and expense, AACMD has or will obtain ownership of the property on which the Northern Line will be relocated in fee simple, and shall provide a Temporary Construction Easement no greater than 72' in width to accommodate construction necessary for the installation and relocation of the impacted portion of the Northern Line in accordance with Section 4.1.1 of this Agreement.

4.1.5. Upon a final determination of the location of the relocated section of the Northern Line, AACMD shall cause to be recorded an easement on such property to reflect the as-built location of the Northern Pipeline on the same terms and conditions as the ECCV Easement except for the legal description which shall be based on the final location of the relocated portion of the Northern Line (the "New Easement"). Within five (5) days of the tie-in of the Northern Line pursuant to Section 4.1.9 of this Agreement, ECCV shall cause to be

recorded a written instrument terminating all of ECCV's right with respect to the abandoned water line, including (without limitation) all interests in the property on which such abandoned water line is located, including those set forth in the ECCV Easement. Thereafter, ECCV shall have no duty or obligation to remove, repair, or maintain the abandoned portion of the Northern Line, including without limitation any duty or obligation to prevent subsidence or other impacts to the property encompassed by the portion of the ECCV Easement being abandoned.

4.1.6. AACMD shall be solely responsible for producing the legal description and graphic image for the New Easement such that AACMD can grant the New Easement as provided in Section 4.1.5, including all costs associated therewith.

4.1.7. The Parties agree that during the summer of 2022 or as soon thereafter as the necessary replacement pipe is obtained, ARTA shall construct the relocated section of the Northern Line consistent with the final version of the AECOM drawings referenced in the foregoing Section 4.1.1 except for the final tie-in to the existing Northern Line, subject to the reasonable inspection and approval by ECCV that such relocated section of the Northern Line has been designed and constructed in accordance with the approved 100% AECOM plans referenced in the foregoing Section 4.1.1.

4.1.8. Upon construction of the relocated portion of the Northern Line and receipt of ECCV's reasonable approval that the relocated section of the Northern Line has been constructed in accordance with the 100% AECOM plans referenced in Section 4.1.1 of this Agreement, and in advance of the final tie-in of the relocated portion of the Northern Line to the existing Northern Line, ARTA shall have the right to install the permanent road surface for the AH Parkway across the Northern Line and the ECCV Easement in the area of the Tributary T Crossing.

4.1.9. The final tie-in of the relocated section of the Northern Line shall occur during the winter shut-down of the Northern Line that is anticipated to occur between January 15, 2023 and February 28, 2023, with the understanding that the winter shut-down of the Northern Line will only last for a two week period and the final tie-in must be completed during that two-week period (the "2023 Construction Window").

4.1.10. ECCV shall pay 50% of the cost of constructing the relocated section of the Northern Line, including the cost to tie-in the relocated section of the Northern Line to the existing Northern Line, *provided* that ARTA shall pay 100% of such construction costs exceeding \$1,040,000, *i.e.*, it is expressly understood and agreed by the Parties that in no event shall ECCV be responsible for paying more than \$520,000 towards construction of the relocated section of the Northern Line, including the cost of the final tie-in of such relocated section of the Northern Line to the existing Northern Line.

5. Plaintiffs' Right To Install Casing Pipe. ARTA shall also have the right, in its sole discretion, to install casing pipe for the relocated portion of the Northern Line to allow construction of the permanent road surface for the AH Parkway over such relocated portion of the Northern Line and the later insertion and tie-in of the relocated water line when material are obtained, subject to the following terms and conditions.

5.1.1. If ARTA elects to install casing pipe pursuant to Section 5 of this Agreement, it shall provide its plans for doing so to ECCV for approval, which approval shall not be unreasonably conditioned withheld.

5.1.2. If ARTA elects to install casing pipe pursuant to Section 5 of this Agreement, it shall pay 100% of the cost of designing, engineering, and constructing such casing pipe.

5.1.3. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve it of its obligation to construct the Temporary Protection pursuant to Section 3 of this Agreement.

5.1.4. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve it of its obligations pursuant to Section 4 of this Agreement to finalize the 100% AECOM plans, order the pipe necessary to construct the relocated portion of the Northern Line, construct the relocated portion of the Northern Line, and tie-in the relocated portion of the Northern Line during the 2023 Construction Window.

5.1.5. ARTA's election to install casing pipe pursuant to Section 5 of this Agreement shall not relieve ECCV of its obligations pursuant to Section 4 of this Agreement to pay 50% of the cost of constructing the relocated section of the Northern Line, including the cost to tie-in the relocated section of the Northern Line to the existing Northern Line, *provided* that ARTA shall pay 100% of such construction costs exceeding \$1,040,000, *i.e.*, it is expressly understood and agreed by the Parties that in no event shall ECCV be responsible for paying more than \$520,000 towards construction of the relocated section of the Northern Line, including the cost of the final tie-in of such relocated section of the Northern Line to the existing Northern Line.

6. **Construction of the Paved Pedestrian Path.** The amenities being constructed for the Aurora Highlands include a paved pedestrian path in the vicinity of the Tributary T Crossing as shown on Exhibit B hereto. As of the Effective Date, Plaintiffs shall have the right to construct that paved pedestrian path across the Northern Line and the Easement in accordance with the final Merrick plans referenced in Section 3.1.1 of this Agreement.

7. **Resolution of the Dispute and Dismissal of the Civil Action.** Following the Effective Date of this Agreement the Parties will jointly ask the Adams County District Court to place the Civil Action on the inactive docket, subject to dismissal with prejudice upon the joint motion of the Parties following compliance with all terms and conditions hereof. The Parties agree that, pending such dismissal with prejudice, the Adams County District Court shall have jurisdiction to enforce the terms of this Agreement at the behest of any Party hereto.

8. **Release of Claims.** Upon dismissal of the Civil Action with prejudice, the Parties agree that all claims they have or could have had against each other relating to the Dispute, including without limitation all claims for damages, equitable relief, or declaratory relief, and all claims against any of their officers, directors, agents, insurers, attorneys,

employees, affiliates, independent contractors, consultants and predecessors or successors-in-interest, shall be released.

9. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof. Scanned and emailed signature pages shall be deemed as effective as original signature pages.

10. **Non-Reliance, Non-Assignment, and Assumption of Risk.** Each Party represents and warrants to the other that: (a) it has executed this Agreement based upon its own knowledge and with the advice of its respective legal counsel; (b) it is not relying on any statements or representations of the other Party not expressly stated herein; (c) it is assuming the risk of mistake of fact or law as to all facts known or unknown, currently existing or which may arise in the future, with regard to the terms and subject matter of this Agreement; and (d) it has not assigned, hypothecated, or otherwise transferred any claim that is the subject of this Agreement.

11. **Authority.** By signing below, each Party represents and warrants to the other that the person signing this Agreement on that Party's behalf has been duly authorized to execute this Agreement and bind that Party to the terms and provisions of this Agreement.

12. **Assignment.** The rights and obligations of the Parties under this Agreement may not be assigned by any Party hereto without the written consent of all other Parties hereto, which consent may be withheld by any Party in its sole and absolute discretion. Any assignment made without strictly complying with the foregoing conditions shall be ineffective and void *ab initio*.

13. **No Admission of Liability.** The Parties are entering into this Agreement to compromise the Litigation, and each of the Parties understands and agrees that this Agreement does not constitute an admission that the other Party's claims or defenses are valid or invalid; that this Agreement does not constitute an admission of liability, fault or wrongdoing by either of the Parties; and that neither this Agreement nor its contents may be used in any way to establish the right, or lack thereof, to cross the Easement or the Northern Line in any location other than the Tributary T Crossing.

14. **Integration.** This Agreement sets forth the entire Agreement of the Parties with respect to the subject matter hereof, and fully supersedes all prior negotiations, agreements, or understandings between or among the Parties hereto relating thereto, all of which are hereby expressly and irrevocably agreed to be ineffective, void, and of no legal significance whatsoever.

15. **Amendments and Waiver.** This Agreement may be modified or amended only by a written agreement, supported by consideration, signed by all Parties. No provision of this Agreement shall be deemed waived unless waiver is made expressly in a signed writing. Further, any waiver of a provision of this Agreement shall be limited to the context of the situation concerned and shall not operate as a waiver of the provision in other situations nor in future similar situations. Any forbearance by a Party in exercising any right or remedy

hereunder, or otherwise afforded by law, shall not be a waiver nor preclude the exercise of any such right or remedy.

16. **Choice of Law.** The Parties agree that the law of the State of Colorado, without reference to conflict of law principles, shall govern this Settlement Agreement and the execution, validity, interpretation, and performance thereof.


17. **Remedies.** This Agreement may be enforced by an action brought in the Adams County District Court and any available remedy at law or equity may be invoked to enforce the terms of this Agreement, including injunctive relief, specific performance, and damages. The Parties agree that in any proceeding to enforce the terms of this Agreement the substantially prevailing Party or Parties, as determined by the Court in any such proceeding, shall be awarded its reasonable attorneys' fees and costs. Other than an award of fees and costs pursuant to this provision, the Parties shall each bear their own attorney's fees and costs in connection with the Dispute and the Civil Action.

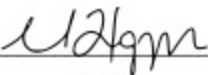
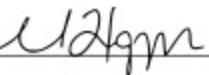

18. **Severability and Reformation.** In the event any provision or clause of this Settlement Agreement is deemed illegal or unenforceable, such conflict shall not affect the other provisions of the Agreement that can be given effect without the conflicting provision, and to that end the provisions of the Agreement are declared to be severable. Additionally, if a court of competent jurisdiction determines that a provision or clause of this Agreement is illegal or unenforceable, the Parties hereby irrevocably ask the Court to exercise its powers to reform this Agreement to harmonize with the law, with the aim to enforce the intentions of this Agreement to the greatest possible extent.

19. **No Waiver of Governmental Immunity.** Nothing in this Agreement or the performance hereof shall constitute a waiver of any of the immunities, rights, protections, or requirements of the Colorado Governmental Immunity Action, C.R.S. §24-10-101, *et seq.*

Remainder of page intentionally left blank — signatures appear on following page

Exhibit A

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: <u></u></p> <p>Its: <u>VICE-CHAIRMAN</u></p> <p>Date: <u>2-25-2022</u></p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>GREEN VALLEY EAST LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>GVR KING, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>CITY OF AURORA</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: <u></u></p> <p>Its: <u>Chairman</u></p> <p>Date: <u>2/25/2022</u></p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: <u></u></p> <p>Its: <u>President</u></p> <p>Date: <u>2/25/2022</u></p>
<p>GREEN VALLEY EAST LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>GVR KING, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: <u></u></p> <p>Its: <u>President</u></p> <p>Date: <u>2/25/2022</u></p>
<p>CITY OF AURORA</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>GREEN VALLEY EAST LLC</p> <p>By: <u>Robert M Evans</u></p> <p>Its: <u>SR VICE PRESIDENT</u></p> <p>Date: <u>3-1-2022</u></p>	<p>GVR KING, LLC</p> <p>By: <u>Robert M Evans</u></p> <p>Its: <u>SR VICE PRESIDENT</u></p> <p>Date: <u>3-1-2022</u></p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: <u>Robert M Evans</u></p> <p>Its: <u>SR VICE PRESIDENT</u></p> <p>Date: <u>3-1-2022</u></p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>CITY OF AURORA</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>GREEN VALLEY EAST LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>GVR KING, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>CITY OF AURORA</p> <p>By: <u>Daniel L Brotzman</u></p> <p>Its: <u>City Attorney</u></p> <p>Date: <u>2/28/2022</u></p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

<p>AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>GREEN VALLEY EAST LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>GVR KING, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>AURORA HIGHLANDS HOLDINGS LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>CITY OF AURORA</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT</p> <p>By: <u>Del Glantz</u></p> <p>Its: <u>DISTRICT MANAGER</u></p> <p>Date: <u>2/26/2022</u></p>

ECCV
6201 S. Gun Club Rd.
Aurora, CO
80016

106th
1-21

Anneahoe County Clerk & Recorder, Nancy A. Doty
Reception #: 86155188
Receipt #: 5305053
Pages Recorded: 21
Date Recorded: 10/31/2006 12:30:57 PM
Recording Fee: \$106.00

EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT DEED is made this 25th day of April, 2006, between the City of Aurora, Colorado, a Colorado municipal Corporation (Grantor), whose address is 15151 East Alameda Parkway, Aurora, CO 80012 and EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation (Grantee), whose address is 6201 S. Gun Club Road, Aurora, Colorado 80016.

WHEREAS, Grantor is the owner of certain real property located in the County of Adams, State of Colorado; and

WHEREAS, Grantee is desirous of constructing and maintaining a water pipeline and related Facilities.

NOW, THEREFORE, in consideration of the sum of One Million Twenty-two Thousand Seven Hundred Twenty-seven and no/100 Dollars (\$1,022,727.00) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, full and free right and authority for a non-exclusive and perpetual easement and temporary construction easement for the construction, maintenance, removal, and replacement of a water pipeline and related Facilities in the County of Adams, State of Colorado, to wit:

The "Easement Property" shall mean the real property located in the City of Aurora, County of Adams, State of Colorado, more particularly described on Exhibits A and C attached hereto and incorporated herein by reference.

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

1. Grantor hereby grants to Grantee, its successors and assigns, a thirty foot (30') perpetual, non-exclusive easement (the "Easement") over, under, across, above and through the Easement Property, as shown on Exhibit A, for the purpose of constructing, laying, operating, maintaining, repairing, replacing, removing and enlarging the water pipeline and related Facilities. The "Facilities" shall mean one water pipeline and all necessary underground, surface, and above-ground facilities and appurtenances thereto necessary or desirable for the transmission of water.

2. Grantee shall have and exercise the perpetual right of ingress and egress in, to, over, through and across the Easement Property for any purpose reasonably necessary for the full enjoyment of the rights associated with the Easement.

3. Grantor shall not construct or place any structure or building, on any part of the Easement Property, except that Grantor shall be permitted to construct roads, sidewalks, parking areas and install signage, and plant grass, sod, trees or shrubs on the Easement Property. Any structure, building, fence, located on the Easement Property or any shrub, tree, located on the Easement Property which interferes with the use of or obstructs the operation or access to the Easement Property or water pipeline and related facilities may be removed by Grantee without liability for damages arising therefrom. Nothing in this Easement shall preclude the Grantor from using the Easement Property for purposes stated herein, except when the Grantee may be constructing or repairing the Facilities.

4. In addition to the permanent Easement, Grantor hereby grants to Grantee, its successors and assigns, a Temporary Construction Easement (TCE) to enter the property of the Grantor to allow the Grantee to construct the water pipeline and related facilities. This Temporary Construction Easement is for an area seventy-two (72) feet in width as described on Exhibit "B" attached hereto and incorporated herein. This Temporary Construction Easement shall expire six (6) months after the initial construction of the Facilities, but in no event shall continue longer than 24 months after the execution of this Easement Deed. During the term of this Temporary Construction Easement, Grantor shall not erect or construct or allow to be erected or constructed any building or other structure within the TCE Area which may interfere with Grantee's full enjoyment of the rights hereunder.

5. Grantee covenants and agrees to restore the TCE Area and Easement Property, including landscaping, fences or other improvements to a condition comparable with their original condition, except for trees. Grantee hereby warrants its restoration work for a period of 12 months. After restoration, the Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Property, including any street surfacing, curbs, gutters, and landscaping within the Easement Property and TCE Area, except that the Grantee agrees, after any subsequent maintenance or repair of the Facilities by the Grantee, to restore the area as described herein.

6. Grantor retains the right to the undisturbed use and occupancy of the Easement Property and the TCE Area insofar as such use and occupancy is consistent with and does not impair the rights of the Grantee herein contained.

7. The Grantee agrees that other public utilities may be installed in the Easement Property so long as they do not interfere with the Grantee's rights herein granted. All public or private utilities, crossing the Easement herein granted, must cross at approximately right angles. Any and all utilities or lines which parallel the Grantee's Facilities must be located at least ten (10) feet away from the outside edge of any water lines located in the Easement Property, whether they have been constructed or are to be constructed in the future. Other utilities, public or private, or any one intending to construct a paralleling line of any kind within the Easement Property must first contact the Grantee to ensure that the paralleling line is not within ten (10) feet of the outside edge of the primary line within the Easement Property. All surface and subsurface uses of the Easement Property

for easement, utility or other purposes must be approved in writing by the Grantee prior to installation. Any subsurface use of the Easement Property within ten (10) feet of the outside edge of any water line or that is without the consent of the Grantee shall be at that party's own risk in the event the Grantee excavates its Facilities.

8. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights of the Grantee under this Easement. Except as otherwise described herein and as permitted in Paragraph 12 below, it is specifically agreed between the parties that Grantor shall take no action, except as set forth herein, which would impair the earth cover over, or the lateral or subjacent support of, any water pipeline and appurtenances within the Easement Property. Only upon obtaining the written permission of the Grantee may the earth cover over any pipeline be modified. Permission will not normally be granted for a modification of the earth cover over a water line of less than four and one half (4 ½) feet nor greater than ten (10) feet measured vertically from the top of any pipeline. Except as provided in Paragraph 12 below, any modification undertaken by the Grantor shall be upon the terms which provide for the reimbursement to the Grantee of the cost of any alterations to any pipeline made necessary by the change.

9. Grantee shall not license, permit or authorize use of the Easement Property to any other party.

10. Grantor covenants and agrees to and with Grantee, that Grantor owns the easement property in fee simple, and has full right, title and authority to grant the Easement. Grantor further covenants, agrees, and warrants the Easement Property in the quiet and peaceable possession of Grantee against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under Grantor.

11. Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

12. At the time of the granting of this Easement the Grantor has not completed its final design for Harvest Mile Road. In order for the Grantor to fully develop its property the Grantor shall have the right to grade and move the earth cover over the Facilities to adjust for the grade of the road. The Grantor agrees that it shall use its best efforts in the design of its roads or streets to avoid causing the Grantee to relocate its water pipeline and related facilities. In the event that the Grantor uses its best efforts in its design and the Grantor cannot avoid the excessive movement of the earth cover over the water pipeline and related facilities, the Grantee agrees that it shall make a vertical relocation of the affected facilities to an adequate depth in the opinion of the Grantee at the Grantee's sole cost and expense. The Grantor hereafter agrees to use its best efforts to ensure that the Grantor's plans for the Grantor's water, sanitary sewer and storm drainage facilities ("Outflows") do not interfere with the Grantee's use of the easement property. According to the terms hereof. The Grantor agrees to allow the participation of the Grantee's engineers to help prevent, to the extent practicable, such interference between the Grantor's Outflows and the water pipeline and related

facilities. In the event that the location of the Facilities interferes with the Grantor's Outflows, the Grantee agrees that it will make a vertical relocation of the Facilities within the Easement Property at its sole cost and expense.

GRANTOR:
City of Aurora
A Colorado municipal Corporation

By: Edward J. Tauer
Edward J. Tauer, Mayor

ATTEST:

Debra A. Johnson
Debra A. Johnson, Aurora City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 25th day of April, 2006, by Edward J. Tauer as Mayor, and Debra A. Johnson as City Clerk of the City of Aurora, a Colorado municipal corporation.

Witness my hand and official seal.

Jean M. Russell
Notary Public

My commission expires: April 20, 2008



My Commission Expires 04/20/2008

Approved as to form

Reviewed

By: Jo D. Byrnes
Assistant City Attorney

By: Jack E. Wray
Aurora Water

By: A.E. McAnis
Engineering

By: Juan R. Stb
Real Property Services

GRANTEE:
 EAST CHERRY CREEK VALLEY
 WATER AND SANITATION DISTRICT, a
 quasi-municipal corporation.

By: David J. Kaunert
 Title: DISTRICT MANAGER

ATTEST:

By: Monica E. Holland
 Title: Asst. District Manager

STATE OF _____)
) ss.
 COUNTY OF Angola)

The foregoing instrument was acknowledged before me this 22nd day of
June, 2005, by David J. Kaunert as
District Manager of East Cherry Creek Valley Water and Sanitation District,
 a quasi-municipal corporation.

Witness my hand and official seal.

[Signature]
 Notary Public



EXHIBIT A

A 30 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE RIGHTS-OF-WAY FOR HARVEST MILE ROAD, 26TH AVENUE, AND 56TH AVENUE IN SECTIONS 6, 7, 18, 19, 29, AND 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, LYING 15 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT BEING ON A LINE 82.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS S89°36'03"W ALONG SAID SOUTH LINE, 82.00 FEET;

THENCE N00°08'37"W ALONG SAID PARALLEL LINE, 12.82 FEET;

THENCE N45°00'00"W, 60.96 FEET TO A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID WEST LINE;

THENCE N00°08'37"W ALONG SAID PARALLEL LINE, 2610.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;

THENCE N00°15'25"W ALONG A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, 1342.59 FEET TO A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4;

THENCE S89°28'47"W ALONG SAID PARALLEL LINE, 39.00 FEET TO SAID WEST LINE;

THENCE S89°23'21"W ALONG A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30, 39.00 FEET TO A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4;

THENCE N00°15'25"W ALONG SAID PARALLEL LINE, 1312.51 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°22'42"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, 2658.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°20'41"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 2657.03 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°01'56"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, 2655.83 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°05'27"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, 2656.31 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°47'39"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, 2656.62 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°46'08"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 2655.82 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°06'46"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, 2640.85 FEET TO A LINE 15.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE S88°21'36"W ALONG SAID PARALLEL LINE, 33.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID HARVEST MILE ROAD AND THE **POINT OF TERMINATION**, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS N76°39'33"E, 73.96 FEET, AND WHENCE THE SAID SOUTHWEST CORNER OF SECTION 29 BEARS S00°29'51"E, 23,901.42 FEET.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 72.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 720,953 SQUARE FEET OR 16.5508 ACRES MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDENO UNDER THE SUPERVISION OF FREDRICK L. EASTON, JR. PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT
REPRESENT A
MONUMENTED SURVEY.
IT IS INTENDED ONLY
TO DEPICT THE
ATTACHED DESCRIPTION

NE 1/4, SECTION 30
NOT PLATTED

OWNER:

RIGHT-OF-WAY FOR HARVEST
MILE ROAD & 26th AVE.

CITY OF AURORA

(NO RECORDING INFORMATION PROVIDED)

38TH AVENUE

NE CORNER SECTION 30
NORTH LINE, NE 1/4, SECTION 30

72'
39'
1312.51'
N00°15'25"W

NW 1/4, SECTION 29
NOT PLATTED

0 250 500
SCALE: 1"=500'

S89°28'47"W
39.00'

SOUTH LINE, N1/2, NE 1/4, SECTION 30

S89°23'21"W
39.00'

SOUTH LINE, N1/2, NW 1/4, SECTION 29

30' PERMANENT EASEMENT
720,953± SQ. FT. (16.5508± ACRES)

EAST LINE, NE 1/4, SECTION 30
WEST LINE, NW 1/4, SECTION 29
N00°15'25"W 2655.07'
N00°15'25"W
1342.59'

NORTH LINE, SE 1/4, SECTION 30

NORTH LINE, SW 1/4, SECTION 29

15' 15'
WEST 1/4 CORNER SECTION 29
39' 72'

SE 1/4, SECTION 30
NOT PLATTED



N00°08'37"W
2610.73'

SW 1/4, SECTION 29
NOT PLATTED

N45°00'00"W

60.96' N00°08'37"W
12.82'

S89°36'03"W
82.00'

SOUTHWEST CORNER SECTION 29

POINT OF BEGINNING

SOUTH LINE, SW 1/4, SECTION 29 26TH AVENUE

CITY OF AURORA, COLORADO

A PERMANENT EASEMENT SITUATED IN THE WEST
1/2 OF SECTION 29 & THE NORTHEAST 1/4 OF
SECTION 30, T3S, R65W, 6th P.M., CITY OF
AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY: JCM/FLE	SCALE: 1"=500'	R.O.W. FILE NUMBER:
CHECKED BY: FLE	DATE: REV. 2/8/06	JOB NUMBER: 303040.3

ILLUSTRATION FOR EXHIBIT A

THIS EXHIBIT DOES NOT
REPRESENT A
MONUMENTED SURVEY.
IT IS INTENDED ONLY
TO DEPICT THE
ATTACHED DESCRIPTION

NOT PLATTED
NE 1/4, SECTION 19

OWNER:
RIGHT-OF-WAY FOR HARVEST
MILE ROAD
CITY OF AURORA
(NO RECORDING INFORMATION PROVIDED)

SOUTH LINE, SW 1/4, SECTION 17

48TH AVENUE

NE CORNER SECTION 19

72'

39'

2657.03'

N00°20'41"W

HARVEST MILE RD.

EAST LINE, NE 1/4, SECTION 19
N00°20'41"W 2657.10'

0 250 500
SCALE: 1"=500'

NOT PLATTED
SECTION 20

15'

NORTH LINE, SE 1/4, SECTION 19

EAST 1/4 CORNER
SECTION 19

72'

SE 1/4, SECTION 19

NOT PLATTED

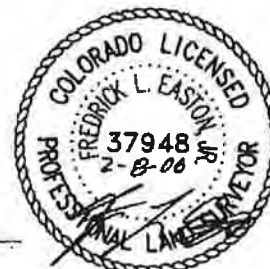
2658.10'

N00°22'42"W

EAST LINE, SE 1/4, SECTION 19
N00°22'42"W 2658.17'

30' PERMANENT EASEMENT

720,953± SQ. FT. (16.5508± ACRES)



SE CORNER SECTION 19
NORTH LINE, NE 1/4, SECTION 30

SOUTH LINE, SW 1/4, SECTION 20

CITY OF AURORA, COLORADO

A PERMANENT EASEMENT SITUATED IN THE EAST
1/2 OF SECTION 19, T3S, R65W, 6th P.M., CITY
OF AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY: JCM/FLE	SCALE: 1"=500'	R.O.W. FILE NUMBER:
CHECKED BY: FLE	DATE: REV. 2/8/06	JOB NUMBER: 303040.3

ILLUSTRATION FOR EXHIBIT A

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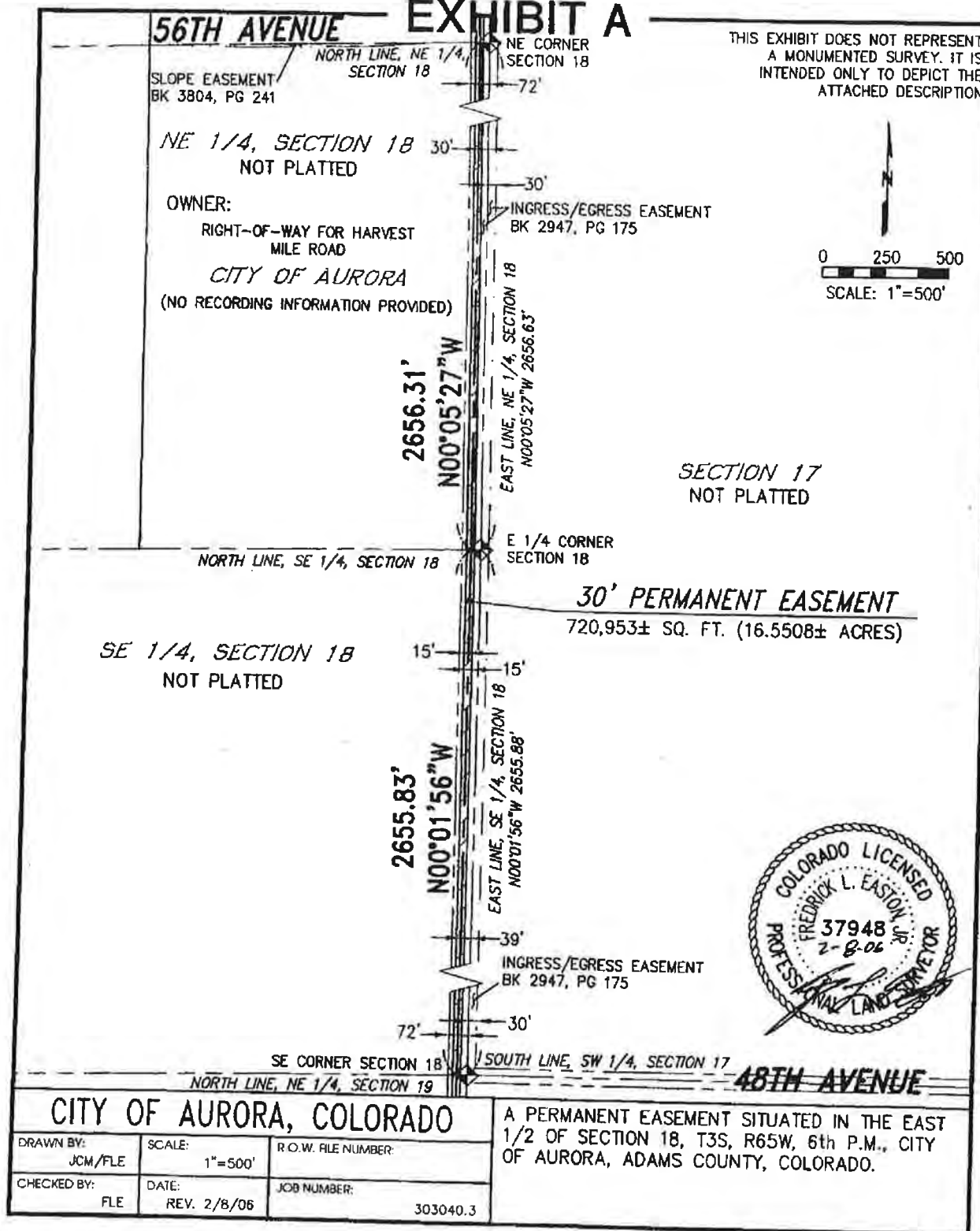
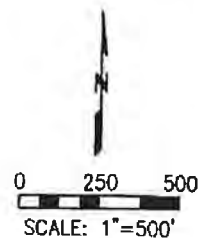


ILLUSTRATION FOR EXHIBIT A

64TH AVENUE

NORTH LINE, NE 1/4, SECTION 7

NE CORNER SECTION 7

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED
DESCRIPTION

NE 1/4, SECTION 7
NOT PLATTED

OWNER:
RIGHT-OF-WAY FOR HARVEST
MILE ROAD
CITY OF AURORA
(NO RECORDING INFORMATION PROVIDED)

2655.82'

N00°46'08"W

EAST LINE, NE 1/4, SECTION 7

N00°46'08"W 2655.62'

72'

39'

15'

NORTH LINE, SE 1/4, SECTION 7

E 1/4 CORNER
SECTION 7

SECTION 8
NOT PLATTED

30' PERMANENT EASEMENT

720,953± SQ. FT. (16.5508± ACRES)

SE 1/4, SECTION 7
NOT PLATTED

2656.62'

N00°47'39"W

EAST LINE, SE 1/4, SECTION 7

N00°47'39"W 2656.98'

56TH AVENUE

110' PUBLIC RIGHT-OF-WAY
BK 3677, PG 359

72'

SLOPE EASEMENT
BK 3804, PG 241

NORTH LINE, NE 1/4,
SECTION 19

SE CORNER SECTION 7



CITY OF AURORA, COLORADO

A PERMANENT EASEMENT SITUATED IN THE EAST
1/2 OF SECTION 7, T3S, R65W, 6th P.M., CITY OF
AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY:
JCM/FLE

SCALE:
1"=500'

R.O.W. FILE NUMBER:

CHECKED BY:
FLE

DATE:
REV. 2/8/06

JOB NUMBER:

303040.3

ILLUSTRATION FOR EXHIBIT A

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DESCRIPTION

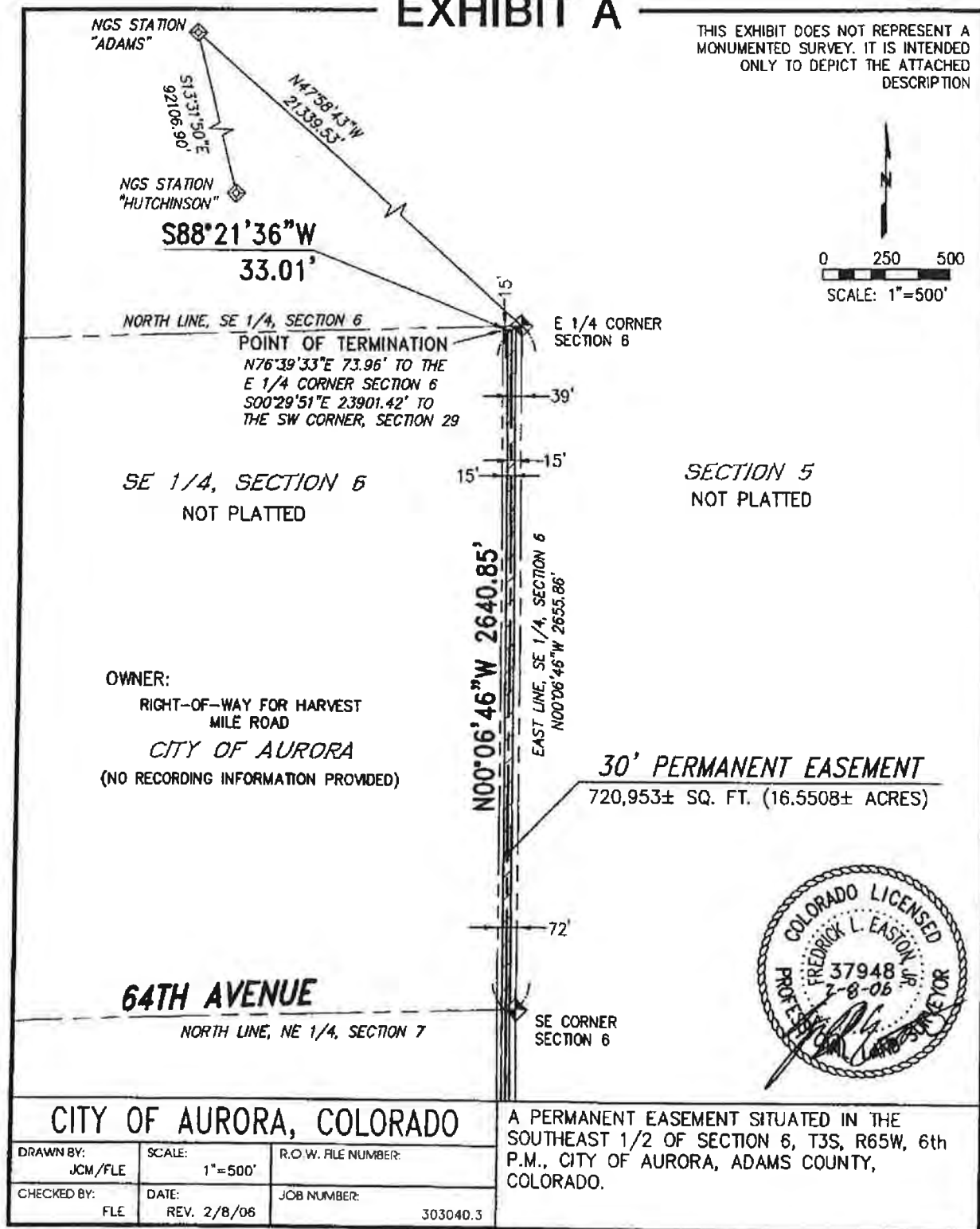


EXHIBIT B

THE EAST 72.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 6,

THE EAST 72.00 FEET OF SECTIONS 7, 18, AND 19,

THE EAST 72.00 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30,

THE SOUTH 72.00 FEET OF THE WEST 72.00 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29,

AND THE WEST 72.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 29, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO,

LESS AND EXCEPT THE FOLLOWING 30 FOOT WIDE STRIP OF LAND THEREOF, LYING 15 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT BEING ON A LINE 82.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS S89°36'03"W ALONG SAID SOUTH LINE, 82.00 FEET;

THENCE N00°08'37"W ALONG SAID PARALLEL LINE, 12.82 FEET;

THENCE N45°00'00"W, 60.96 FEET TO A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID WEST LINE;

THENCE N00°08'37"W ALONG SAID PARALLEL LINE, 2610.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4;

THENCE N00°15'25"W ALONG A LINE 39.00 FEET EAST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, 1342.59 FEET TO A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4;

THENCE S89°28'47"W ALONG SAID PARALLEL LINE, 39.00 FEET TO SAID WEST LINE;

THENCE S89°23'21"W ALONG A LINE 15.00 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30, 39.00 FEET TO A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4;

THENCE N00°15'25"W ALONG SAID PARALLEL LINE, 1312.51 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°22'42"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19,

2658.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°20'41"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 2657.03 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°01'56"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, 2655.83 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°05'27"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, 2656.31 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°47'39"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, 2656.62 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE N00°46'08"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 2655.82 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE N00°06'46"W ALONG A LINE 39.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, 2640.85 FEET TO A LINE 15.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4;

THENCE S88°21'36"W ALONG SAID PARALLEL LINE, 33.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID HARVEST MILE ROAD AND THE POINT OF TERMINATION, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 6 BEARS N76°39'33"E, 73.96 FEET, AND WHENCE THE SAID SOUTHWEST CORNER OF SECTION 29 BEARS S00°29'51"E, 23,901.42 FEET.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 72.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, AND THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 1,005,558 SQUARE FEET OR 23.0847 ACRES MORE OR LESS.

BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDENO UNDER THE SUPERVISION OF
FREDRICK L. EASTON, JR. PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



ILLUSTRATION FOR
EXHIBIT B

THIS EXHIBIT DOES NOT
REPRESENT A
MONUMENTED SURVEY.
IT IS INTENDED ONLY
TO DEPICT THE
ATTACHED DESCRIPTION

NE 1/4, SECTION 30
NOT PLATTED

OWNER:

RIGHT-OF-WAY FOR HARVEST
MILE ROAD & 26th AVE.

CITY OF AURORA

(NO RECORDING INFORMATION PROVIDED)

38TH AVENUE

0 250 500
SCALE: 1"=500'

SOUTH LINE, N1/2, NE 1/4, SECTION 30

S89°23'21"W
39.00'

SOUTH LINE, N1/2, NW 1/4, SECTION 29

S89°28'47"W
39.00'

EAST LINE, NE 1/4, SECTION 30
WEST LINE, NW 1/4, SECTION 29
N00°15'25"W 2655.07'

N00°15'25"W
1342.59'

NORTH LINE, SE 1/4, SECTION 30

NORTH LINE, SW 1/4, SECTION 29

WEST 1/4 CORNER SECTION 29

SE 1/4, SECTION 30
NOT PLATTED



N00°08'37"W
2610.73'

SW 1/4, SECTION 29
NOT PLATTED

N45°00'00"W

60.96' N00°08'37"W
12.82'

S89°36'03"W
82.00'

SOUTHWEST CORNER SECTION 29

POINT OF BEGINNING

SOUTH LINE, SW 1/4, SECTION 29 26TH AVENUE

CITY OF AURORA, COLORADO

A TEMPORARY EASEMENT SITUATED IN THE WEST
1/2 OF SECTION 29 & THE NORTHEAST 1/4 OF
SECTION 30, T3S, R65W, 6th P.M., CITY OF
AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY: JCM/FLE	SCALE: 1"=500'	R.O.W. FILE NUMBER:
CHECKED BY: FLE	DATE: REV. 2/8/06	JOB NUMBER: 303040.3

ILLUSTRATION FOR EXHIBIT B

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MONUMENTED SURVEY.
IT IS INTENDED ONLY
TO DEPICT THE
ATTACHED DESCRIPTION

NOT PLATTED
NE 1/4, SECTION 19

OWNER:
RIGHT-OF-WAY FOR HARVEST
MILE ROAD
CITY OF AURORA
(NO RECORDING INFORMATION PROVIDED)

SOUTH LINE, SW 1/4, SECTION 17

48TH AVENUE

NE CORNER SECTION 19

72'

39'

2657.03'

N00°20'41"W

HARVEST MILE RD.

EAST LINE, NE 1/4, SECTION 19

N00°20'41"W 2657.10'

15'

15'

NORTH LINE, SE 1/4, SECTION 19

EAST 1/4 CORNER
SECTION 19

72'

SE 1/4, SECTION 19

NOT PLATTED

2658.10'

N00°22'42"W

EAST LINE, SE 1/4, SECTION 19

N00°22'42"W 2658.17'

SE CORNER SECTION 19

NORTH LINE, NE 1/4, SECTION 30

SOUTH LINE, SW 1/4, SECTION 20

0 250 500
SCALE: 1"=500'

NOT PLATTED
SECTION 20



CITY OF AURORA, COLORADO

A TEMPORARY EASEMENT SITUATED IN THE EAST
1/2 OF SECTION 19, T3S, R65W, 6th P.M., CITY
OF AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY: JCM/FLE	SCALE: 1"=500'	R.O.W. FILE NUMBER
CHECKED BY: FLE	DATE: REV. 2/8/06	JOB NUMBER: 303040.3

ILLUSTRATION FOR EXHIBIT B

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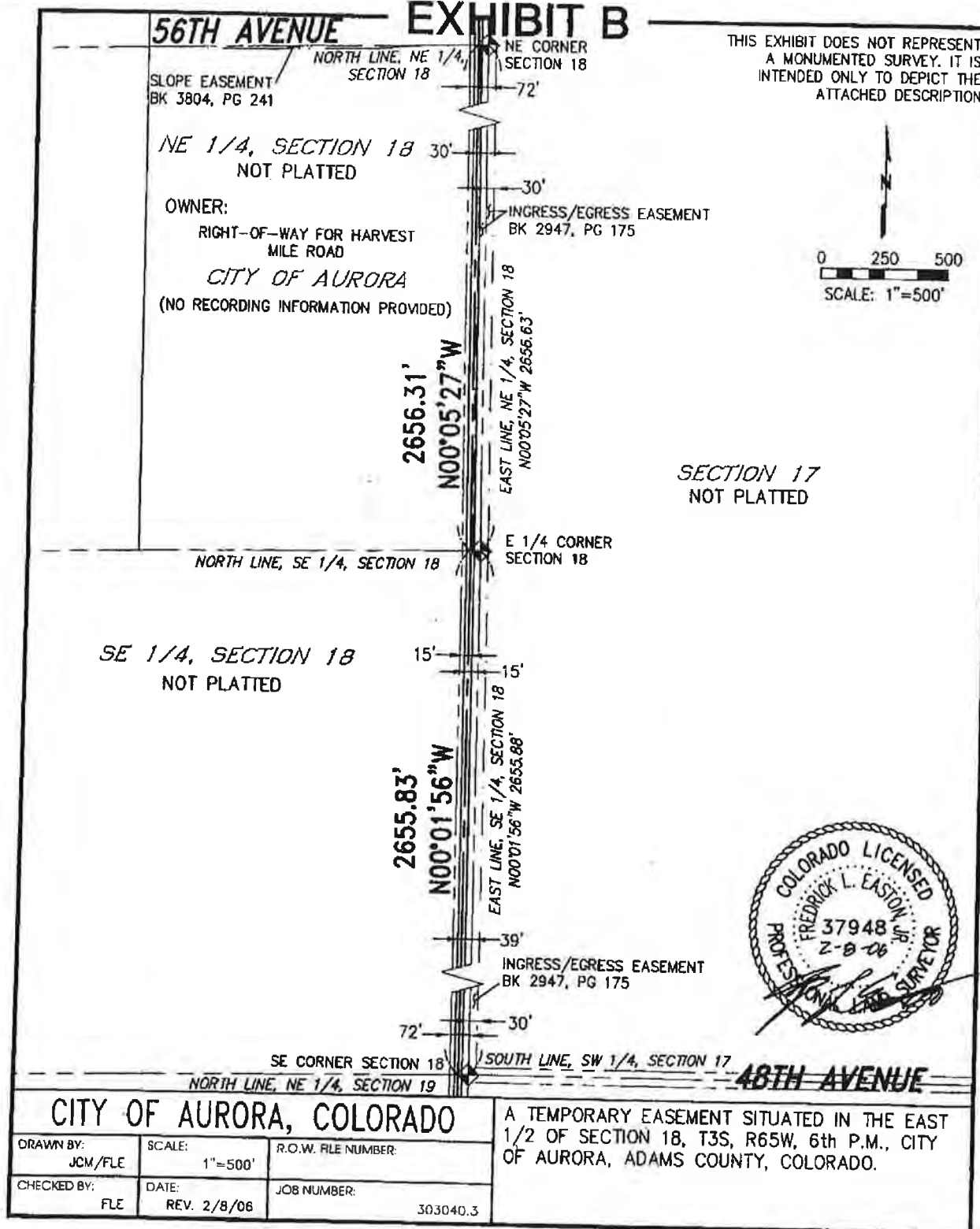
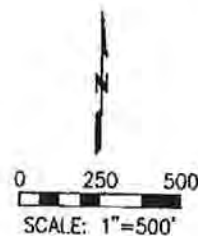


ILLUSTRATION FOR EXHIBIT B

64TH AVENUE

NORTH LINE, NE 1/4, SECTION 7

NE CORNER SECTION 7

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED
DESCRIPTION

NE 1/4, SECTION 7
NOT PLATTED

OWNER:
RIGHT-OF-WAY FOR HARVEST
MILE ROAD
CITY OF AURORA
(NO RECORDING INFORMATION PROVIDED)

2655.82'
N00°46'08"W

EAST LINE, NE 1/4, SECTION 7
N00°46'08"W 2655.62'

15' 15'

NORTH LINE, SE 1/4, SECTION 7

E 1/4 CORNER SECTION 7

SE 1/4, SECTION 7
NOT PLATTED

2656.62'
N00°47'39"W

EAST LINE, SE 1/4, SECTION 7
N00°47'39"W 2656.98'

56TH AVENUE

110' PUBLIC RIGHT-OF-WAY
BK 3677, PG 359

72'

SLOPE EASEMENT
BK 3804, PG 241

NORTH LINE, NE 1/4,
SECTION 19

SE CORNER SECTION 7

0 250 500
SCALE: 1"=500'

SECTION 8
NOT PLATTED



CITY OF AURORA, COLORADO

A TEMPORARY EASEMENT SITUATED IN THE EAST
1/2 OF SECTION 7, T3S, R65W, 6th P.M., CITY OF
AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY: JCM/FLE	SCALE: 1"=500'	R.O.W. FILE NUMBER:
CHECKED BY: FLE	DATE: REV. 2/8/06	JOB NUMBER: 303040.3

ILLUSTRATION FOR EXHIBIT B

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED
DESCRIPTION

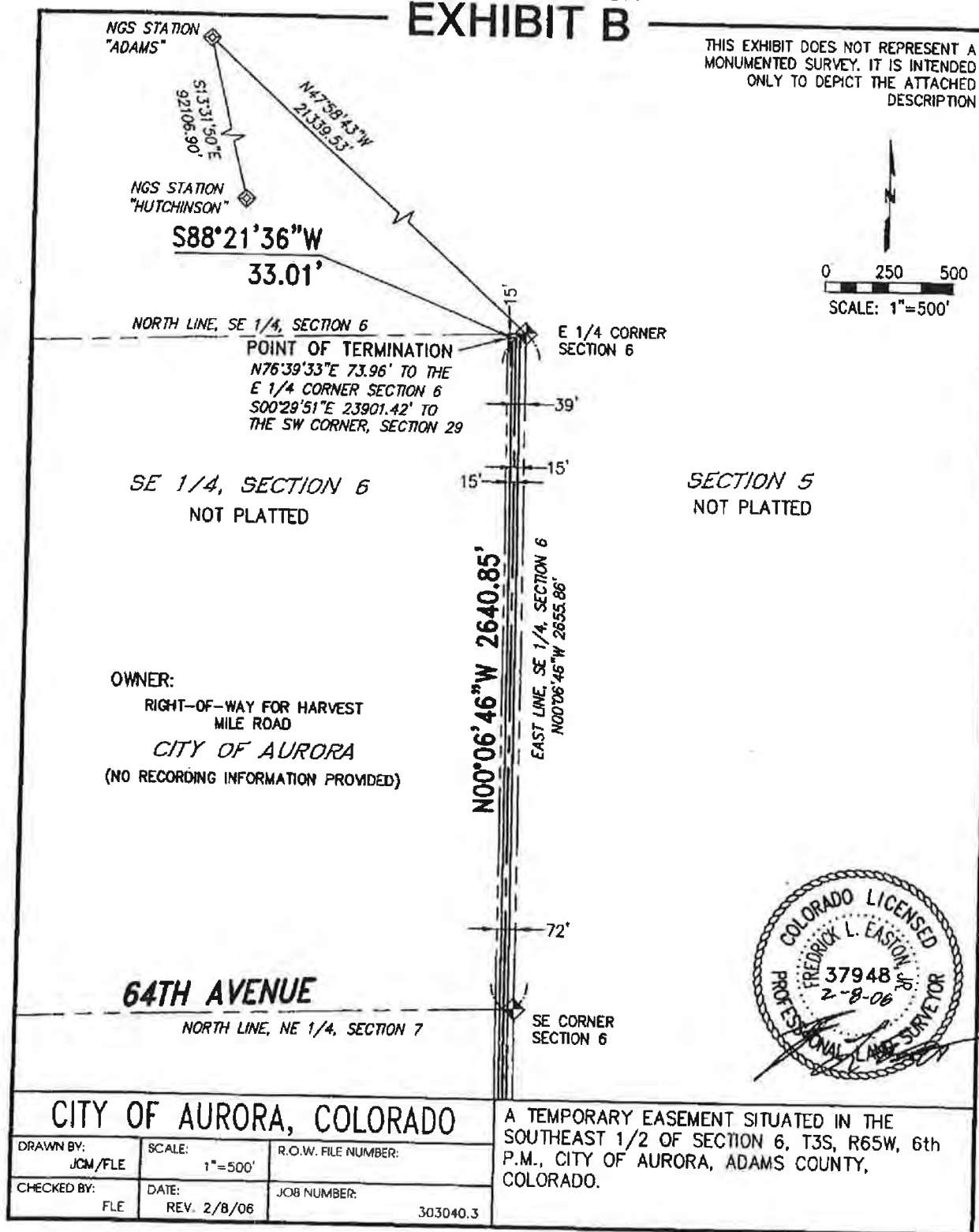


EXHIBIT C

A 10 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE RIGHT-OF-WAY FOR HARVEST MILE ROAD IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, LYING 5 FEET AND ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 30 BEARS S00°15'25"E ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 2655.07 FEET;

THENCE S40°37'47"W, 82.50 FEET TO THE **POINT OF BEGINNING** BEING 54.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, SAID EAST LINE, AND 62.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID NORTHEAST 1/4;

THENCE S89°21'12"W ALONG A LINE 62.00 FEET SOUTH OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID NORTH LINE, 18.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID HARVEST MILE ROAD AND THE **POINT OF TERMINATION**, WHENCE SAID EAST 1/4 CORNER BEARS S01°50'52"E, 2593.58 FEET,

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT A LINE 54.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, AND PARALLEL WITH SAID EAST LINE, AND AT SAID WEST RIGHT-OF-WAY LINE, TO ELIMINATE GAPS AND OVERLAPS,

CONTAINING 180 SQUARE FEET OR 0.0041 ACRES MORE OR LESS.

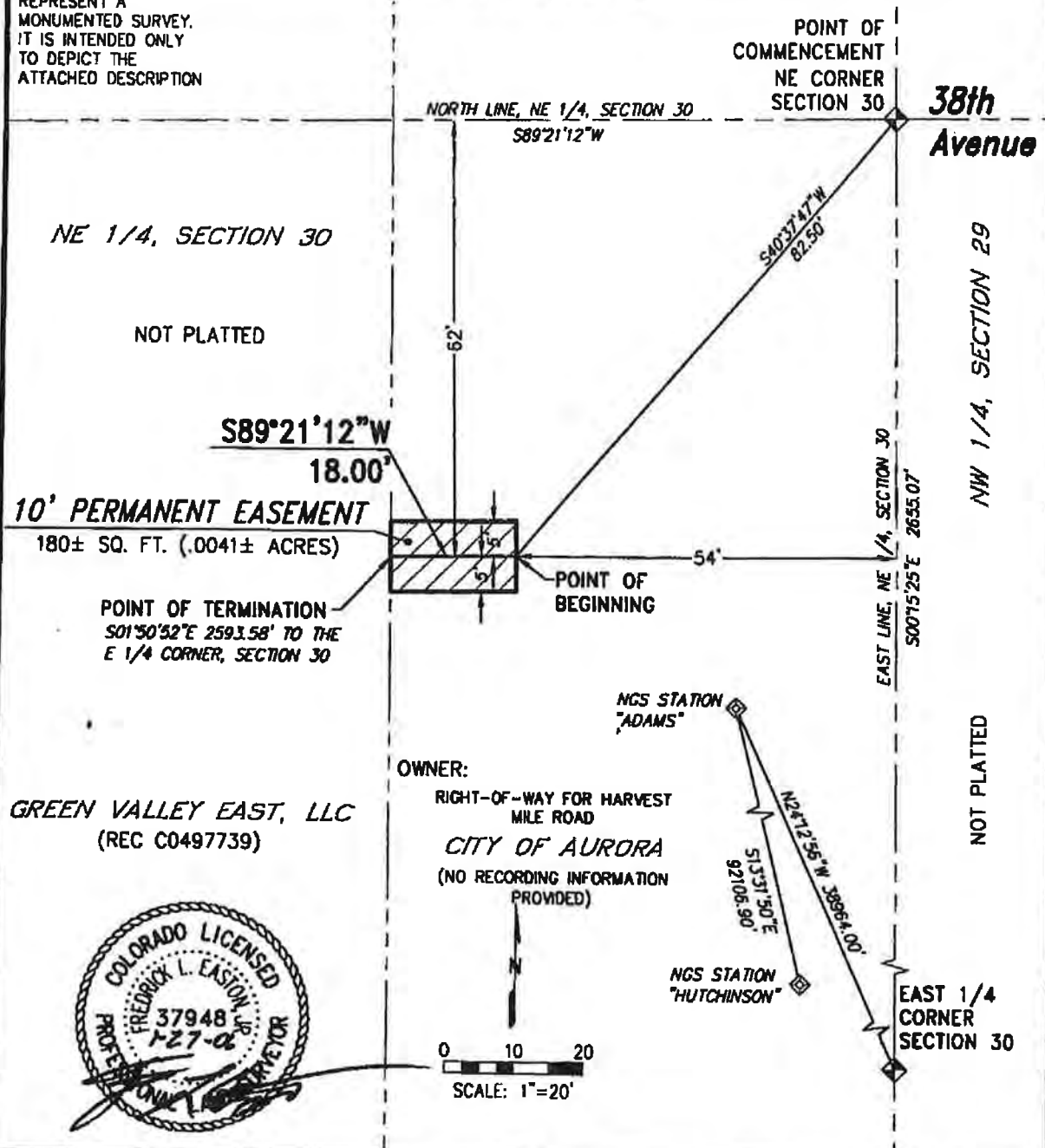
BEARINGS ARE COLORADO STATE PLANE, CENTRAL ZONE, NAD83/92, BASED ON THE BEARING FROM NGS COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN) STATION "HUTCHINSON" TO "ADAMS" BEING N13°31'50"W.

PREPARED BY OLIN M. SONDEÑO UNDER THE SUPERVISION OF
FREDRICK L. EASTON, JR. PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.



ILLUSTRATION FOR EXHIBIT C

THIS EXHIBIT DOES NOT
REPRESENT A
MONUMENTED SURVEY.
IT IS INTENDED ONLY
TO DEPICT THE
ATTACHED DESCRIPTION



CITY OF AURORA, COLORADO

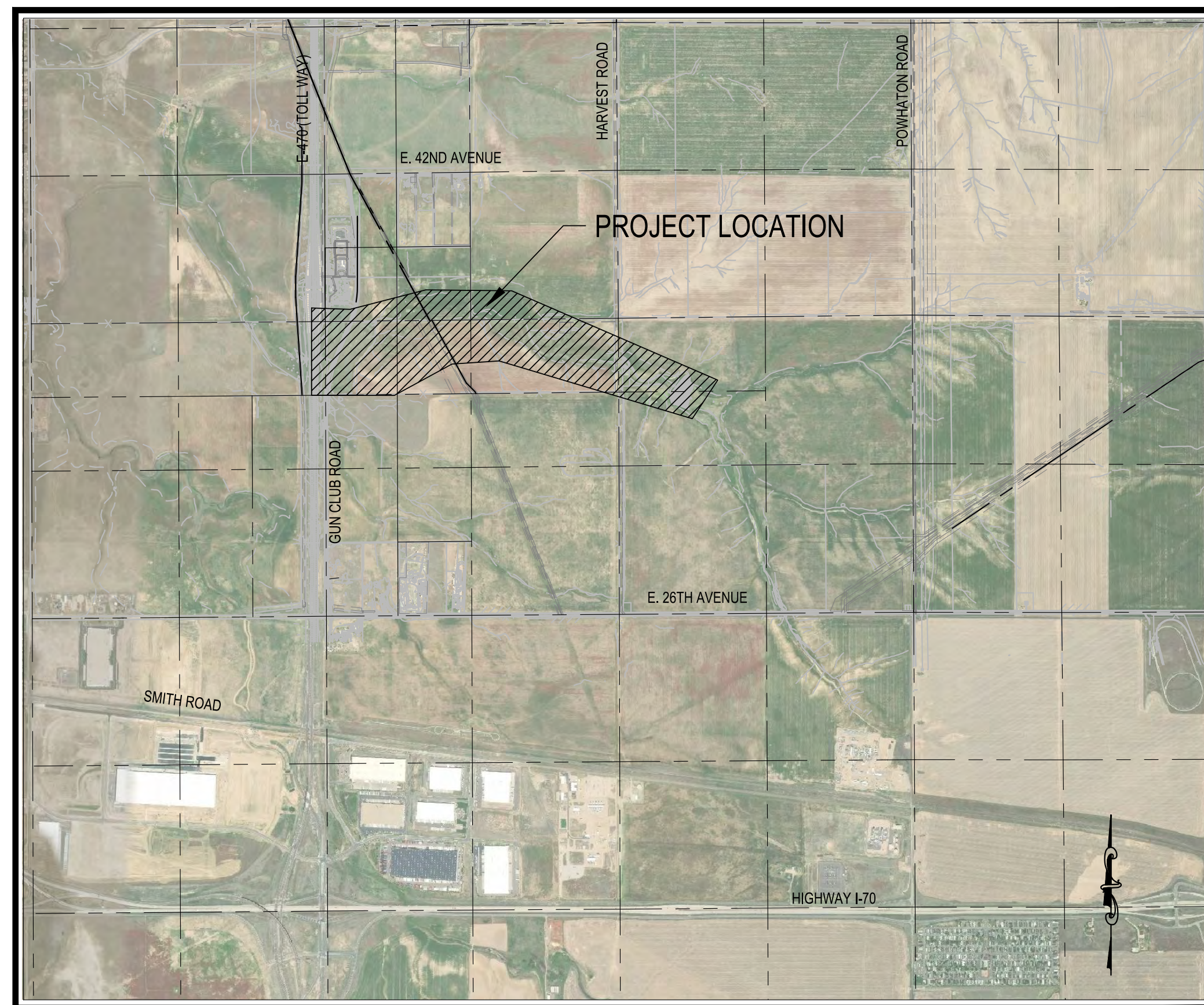
A PERMANENT EASEMENT SITUATED IN THE
NORTHEAST 1/4 OF SECTION 30, T3S, R65W, 6th
P.M., CITY OF AURORA, ADAMS COUNTY,
COLORADO.

DRAWN BY: OMS	SCALE: 1"=20'	R.O.W. FILE NUMBER:
CHECKED BY: FLE	DATE: 1/27/06	JOB NUMBER: 303040.3

Exhibit B

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	UTILITY NOTES
4	DEMOLITION PLAN
5	OVERALL SITE PLAN
6	SURVEY CONTROL DIAGRAM
7	SURVEY CONTROL TABULATION
8	PLAN AND PROFILE STA 0+00 TO 10+00
9	PLAN AND PROFILE STA 10+00 TO 20+00
10	PLAN AND PROFILE STA 20+00 TO 30+00
11	PLAN AND PROFILE STA 30+00 TO 40+00
12	PLAN AND PROFILE STA 40+00 TO 50+00
13	PLAN AND PROFILE STA 50+00 TO 60+00
14	PLAN AND PROFILE STA 60+00 TO 70+00
15	PLAN AND PROFILE STA 70+00 TO END
16	E-470 CULVERT EXTENSION PLAN
17	E-470 CULVERT EXTENSION PROFILES
18	MAIN STREET CROSSING PLAN
19	MAIN STREET CROSSING PROFILE
20	GAS LINE CROSSING PLAN AND PROFILE
21	LOW FLOW CROSSING DETAILED PLAN
22	LOW FLOW CROSSING SECTIONS
23	EASTBOUND PARKWAY PLAN
24	EASTBOUND PARKWAY PROFILE
25	NORTH - SOUTH COLLECTOR DETAILED SITE PLAN
26	NORTH - SOUTH COLLECTOR PLAN AND PROFILE
27	EASTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
28	WESTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
29	POND 8507 SITE PLAN
30	PRIVATE POND 8507 NORTH PLAN
31	POND 8507 NORTH PRIMARY OUTLET STRUCTURE
32	PRIVATE POND 8507 SOUTH PLAN
33	POND 8507 SOUTH PRIMARY OUTLET STRUCTURE
34	PRIVATE POND 85073 PLAN
35	POND 85073 OUTLET STRUCTURE PLAN
36	PRIVATE POND 8508 NORTH SITE PLAN
37	POND 8508 NORTH OUTLET STRUCTURE PLAN
38	WATER QUALITY POND DETAILS
39	FOREBAY DETAILS
40	FOREBAY DETAILS 2
41	PRIVATE STOCK POND PLAN
42	STOCK POND EMBANKMENT PLAN & PROFILE
43	STOCK POND SEDIMENT BASIN
44	STOCK POND DROP STRUCTURES DETAIL PLANS
45	STOCK POND AND SWALE PROFILES

46	DROP STRUCTURE AT PARKWAY PLAN
47	DROP STRUCTURE AT PARKWAY PLAN ENLARGEMENT
48	DROP STRUCTURE AT PARKWAY PROFILE AND SECTIONS A AND B
49	DROP STRUCTURE AT PARKWAY SECTIONS C, D AND E
50	MISCELLANEOUS DETAILS
51	MISCELLANEOUS DETAILS 2
52	TYPICAL ROCK DETAILS
53	TYPICAL CHANNEL DETAILS
54	PROJECT LAYOUT - E470 TO MAIN STREET
55	PROJECT LAYOUT - MAIN STREET TO GAS LINE CROSSING
56	PROJECT LAYOUT - EASTBOUND PARKWAY
57	PROJECT LAYOUT - NORTH - SOUTH COLLECTOR
58	PROJECT LAYOUT - UPSTREAM OF NORTH - SOUTH COLLECTOR
59	PROJECT LAYOUT - STOCK POND
60	PROJECT LAYOUT - UPSTREAM OF STOCK POND
61	E-470 CULVERT CAST-IN-PLACE EXTENSION PLAN
62	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
63	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
64	POND 8507 NORTH FOREBAY PLAN AND SECTIONS
65	MAIN STREET CROSSING PLAN
66	MAIN STREET CROSSING RETAINING WALL ELEVATIONS
67	MAIN ST TRANSITION SECTIONS
68	GAS LINE CROSSING PLAN
69	GAS LINE CROSSING DETAILS
70	LOW FLOW CROSSING AT STA. 39+16 PLAN AND SECTION
71	EASTBOUND PARKWAY BRIDGE PLANS
72	EASTBOUND PARKWAY BRIDGE - EAST AND WEST DEVELOPED ELEVATIONS
73	EASTBOUND PARKWAY BRIDGE SECTIONS
74	LOW FLOW CROSSING 2 AT 65+34 PLAN AND SECTION
75	NORTH - SOUTH COLLECTOR CROSSING PLAN
76	NORTH - SOUTH COLLECTOR CROSSING EAST AND WEST ELEVATIONS
77	NORTH - SOUTH COLLECTOR BRIDGE SECTION
78	EASTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
79	EASTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
80	EASTBOUND UNDERPASS SECTIONS
81	WESTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
82	WESTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
83	WESTBOUND PEDESTRIAN UNDERPASS SECTIONS
84	TYPICAL ARCHITECTURAL DETAILS 1
85	TYPICAL ARCHITECTURAL DETAILS 2
86	RETAINING WALL SECTION 1
87	RETAINING WALL SECTION 2
88	RETAINING WALL SECTION 3
89	RETAINING WALL SECTION 4
90	CDOT M-STANDARD DETAILS 1
91	CDOT M-STANDARD DETAILS 2



BENCHMARK

CITY OF AURORA BENCHMARK 356636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470, BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END, AKA 19-020B
ELEVATION = 5521.54 (NAVD 88)

PROJECT CONTROL STATEMENT

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE COORDINATE ZONE 83(2011) COORDINATES.
PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FORMULAS:

PROJECT NORTHING = (STATE PLANE NORTHING * 1.0002542620) - 1000000.00

PROJECT EASTING = (STATE PLANE EASTING * 1.0002542620) - 3000000.00

Approved One Year From This Date	
City Engineer	Date
Parks, Recreation and Open Space	Date
Water Department	Date

[illegible]

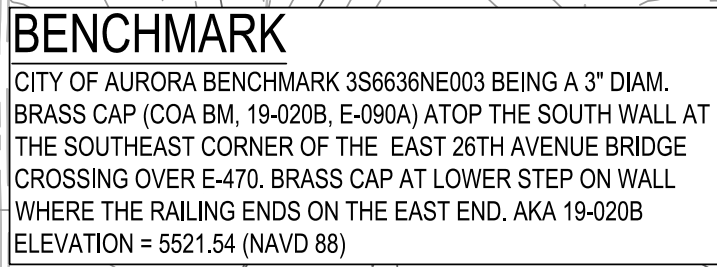
CLIENT NAME

THE AURORA HIGHLANDS FIRST CREEK
TRIBUTARY T DRAINAGE IMPROVEMENTS

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO



PE STAMP	TITLE	JOB NUMBER 65419980
		DATE SEPTEMBER 2019
	COVER SHEET	SHEET 1
FOR AND ON BEHALF OF MERRICK & COMPANY		1 of ---

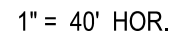


JOB NUMBER
65419980

DATE
SEPTEMBER 2019

SHEET
5

5 of —



SCALE: 1" = 40' HOR.
1" = 5' VERT.

CALL BEFORE YOU DIG

811

Now what's below.
Call before you dig.

CLIENT NAME

**THE AURORA HIGHLANDS FIRST CREEK
TRIBUTARY T DRAINAGE IMPROVEMENTS**
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO



PE STAMP

FOR AND ON BEHALF OF MERRICK & COMPANY

TITLE:	
--------	--

PLAN AND PROFILE STA 60+00 TO 70+00

JOB NUMBER

65419980

DATE _____

SEPTEMBER 2019

SEPTEMBER 2019

14

4 of ---

Exhibit C

**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND
EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
OVERLAP AREA CONSENT AGREEMENT
(The Aurora Highlands Parkway and Pedestrian Pathway)**

THIS OVERLAP AREA CONSENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, between Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Aerotropolis”) and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”, and together with Aerotropolis, collectively referred to herein as the “Parties” or individually as a “Party”).

RECITALS

WHEREAS, the District is the holder of a perpetual, non-exclusive easement (the “Pipeline Easement”) over, under, across, above, and through a portion of certain real property pursuant to an Easement Deed and Temporary Construction Easement granted by the City of Aurora dated April 25, 2006 and recorded with the Adams County Clerk and Recorder on October 31, 2006 at Reception No. B6155188 (the “Pipeline Easement Deed”); and

WHEREAS, pursuant to the Pipeline Easement Deed the District has certain rights within the real property as more particularly described in the Pipeline Easement Deed (the “Pipeline Easement Property”); and

WHEREAS, pursuant to the Pipeline Easement Deed, the District has constructed a forty-eight-inch (48”) water pipeline and appurtenances thereto on the Pipeline Easement Property (the “Northern Line”); and

WHEREAS, Aerotropolis desires to install flow fill around the Northern Line and make modifications to a blow off valve (the “Temporary Protection”), construct a temporary road surface for a four-lane divided parkway running on an east-west axis known as the Aurora Highlands Parkway (the “Temporary Road”), a permanent road surface for the Aurora Highlands Parkway (the “Permanent Road”), and a pedestrian pathway between the eastbound and westbound lanes of the Aurora Highlands Parkway (the “Pedestrian Pathway”, and together with the Temporary Protection, the Temporary Road and the Permanent Road, the “Improvements”) within the Pipeline Easement Property as a component of the Aurora Highlands (the “Project”); and

WHEREAS, Aerotropolis and the District have entered into a settlement agreement setting forth the terms and conditions for construction of the Improvements to which this Agreement is an exhibit (the “Settlement Agreement”);

WHEREAS, the construction of and the presence of the Improvements in the Pipeline Easement Property in accordance with the terms and conditions of this Agreement and the Settlement Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Northern Line; and

WHEREAS, Aerotropolis has requested that the District consent to Aerotropolis's non-exclusive use of a portion of the Pipeline Easement Property for Aerotropolis's construction and operation of the Improvements located in the area depicted and described in **Exhibit A** to this Agreement (the "Overlap Area"), in accordance with the terms and conditions provided for in this Agreement and the Settlement Agreement; and

WHEREAS, the District and Aerotropolis acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the Overlap Area in order to avoid conflict and to agree to the terms under which Aerotropolis may construct, operate, maintain, and repair the Improvements within the Overlap Area.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **Consent to Use of Overlap Area for Approved Activities.** Subject to all terms and conditions of the Settlement Agreement and this Agreement, the District hereby consents to Aerotropolis's use of the Overlap Area for the purpose of constructing and operating, maintaining, and repairing the Improvements only until such time as the City of Aurora accepts the Improvements for ownership, operations and maintenance (the "Approved Activities") on, in, or under the Overlap Area, provided the Approved Activities are consistent with and do not impair the rights of the District under the Pipeline Easement Deed, and that the Approved Activities adhere to the terms and conditions of the Settlement Agreement and this Agreement. The rights granted by the District under this Agreement are limited to the use by Aerotropolis of the Overlap Area in connection with the Improvements, in compliance with the terms of the Settlement Agreement and this Agreement and for no other purpose. Nothing herein is intended to apply nor shall be deemed to apply to the Northern Line or its related facilities, nor to any other District facilities, to the extent located outside of the Overlap Area. The subset of the permitted Approved Activities that involve only the initial construction and installation of the Improvements are referred to herein specifically as the "Construction Activities." Anything beyond the Approved Activities will necessitate an amendment to this Agreement.
2. **Approved Activities Requirements.** Aerotropolis acknowledges and agrees that the District is concerned about the anticipated proximity between the District's Northern Line and the Approved Activities. Aerotropolis agrees that all Approved Activities must be undertaken with reasonable care to prevent harm to the District's Northern Line and subjacent and lateral support for the District's Northern Line. Acknowledging these and other developing concerns for the safety and protection of the District's Northern Line, Aerotropolis shall adhere to the requirements set forth below which are deemed necessary in the sole opinion of the District (the "Approved Activities Requirements"), including, but not limited to the following:

A. *Temporary Protection of Northern Line.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for construction of the Temporary Protection.
- ii. Construction of the Temporary Protection shall take place in accordance with plans approved by ECCV pursuant to the terms of the Settlement Agreement (the “Temporary Protection Plans”). Following the District’s approval the Temporary Protection Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Temporary Protection Plans without the District’s prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Temporary Protection Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. Material as used in this provision and in subsequent provisions of this Agreement shall mean changes in the applicable plans which may, in the judgment of a qualified engineering professional with appropriate expertise, create risk to the Northern Line beyond that included in the mutually approved and relevant plans. The District shall have the right to observe any portion of construction of the Temporary Protection. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org prior to the commencement of its construction of the Temporary Protection. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Protection and calling out any approved deviations from the Temporary Protection Plans no later than thirty (30) days after completion of the Temporary Protection.

B. *Temporary Road.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Temporary Road.
- ii. Aerotropolis shall conduct all Construction Activities involving the Temporary Road (the “Temporary Road Construction Activities”) in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Temporary Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Temporary Road. Aerotropolis shall provide the District with construction plans and specifications for the Temporary Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Temporary Road

Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' detailed construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Temporary Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Temporary Road Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Temporary Road Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to conduct any activities or install any portion of the Temporary Road deviate in any material manner from the Temporary Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Temporary Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Temporary Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Temporary Road and calling out any approved deviations from the Temporary Road Construction Plans no later than thirty (30) days after completion of construction.

C. *Pedestrian Pathway.*

- i.** A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Pedestrian Pathway.
- ii.** Aerotropolis shall conduct all Construction Activities involving the Pedestrian Pathway (the "Pedestrian Pathway Construction Activities") in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Pedestrian Pathway Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Pedestrian Pathway. Aerotropolis shall provide the District with construction plans and specifications for the Pedestrian Pathway and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Pedestrian Pathway Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of

Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and complete construction plans and specifications for the Pedestrian Pathway shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the "Pedestrian Pathway Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Pedestrian Pathway Construction Plans without the District's prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Pedestrian Pathway Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Pedestrian Pathway Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Pedestrian Pathway Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Pedestrian Pathway and calling out any approved deviations from the Pedestrian Pathway Construction Plans no later than thirty (30) days after completion of construction.

D. *Permanent Road Surface.*

- i. A shutdown of the Northern Line (see Section 4) is not requested or anticipated for the Permanent Road Surface.
- ii. Aerotropolis shall conduct all Construction Activities involving the Permanent Road (the "Permanent Road Construction Activities") in accordance with the terms of the Settlement Agreement and full and complete construction plans and specifications that have been reviewed and approved by the District. Aerotropolis agrees that it shall not begin the Permanent Road Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for the Permanent Road. Aerotropolis shall provide the District with construction plans and specifications for the Permanent Road and a written request for approval by the District at least thirty (30) days prior to commencement of any proposed Permanent Road Construction Activities. The District's review, comment and approval shall be provided promptly upon submission of Aerotropolis' construction plans and specifications and the District's approval shall not be unreasonably delayed, conditioned or withheld. Once approved by the District, the full and

complete construction plans and specifications for the Permanent Road shall be incorporated herein by this reference and shall be subject to the terms and conditions of this Agreement and the Settlement Agreement (the “Permanent Road Construction Plans”). After the District’s approval, no material changes, modifications or alterations may be made to the Permanent Road Construction Plans without the District’s prior written consent. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Permanent Road Construction Plans without the prior written consent of the District. The District shall have the right to observe any portion of Permanent Road Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and info@eccv.org, at least thirty (30) business days prior to the commencement of the Permanent Road Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Permanent Road and calling out any approved deviations from the Permanent Road Construction Plans no later than thirty (30) days after completion of construction.

E. *Permanent Relocation.*

- i. A shutdown of the Northern Line (see Section 4) is requested and anticipated for the Permanent Relocation.
- ii. Pursuant to the Settlement Agreement, Aerotropolis and/or Aerotropolis Regional Transportation District (“ARTA”) is obligated to permanently relocate a portion of the Northern Line (the “Relocation”), which Relocation shall take place in accordance with plans approved by the District pursuant to the terms of the Settlement Agreement (the “Relocation Plans”). Following the District’s approval, the Relocation Plans shall be deemed incorporated herein and no material changes, modifications or alterations may be made to the Relocation Plans without the District’s prior written consent, which shall not be unreasonably withheld. Aerotropolis will not deviate or permit anyone to deviate in any material manner from the Relocation Plans without the prior written consent of the District, which consent shall not be unreasonably withheld. The District shall have the right to observe any portion of Relocation in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206 or her successor at such email address and telephone number as the District shall provide to Aerotropolis, and also to info@eccv.org, at least

thirty (30) business days prior to the commencement of the Relocation. Aerotropolis shall prepare and submit to the District as-built plan(s) depicting the Relocation and calling out any approved deviations from the Relocation Plans no later than thirty (30) days after completion of the Relocation.

- F. *Earth Cover.* Except as permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), Aerotropolis shall take no action which would impair the earth cover over, or the lateral and subjacent support of, the Northern Line within the Overlap Area, without the prior written consent of the District.
- G. *Crossing Lines.* All Improvements in the Overlap Area must cross the Northern Line at approximately right angles, unless otherwise permitted by the District in writing or as provided in any approved plans for the Improvements as set forth in the Pipeline Easement Deed. The minimum vertical clearance shall be eighteen (18) inches between the Improvements and the Northern Line.
- H. *Parallel Lines.* Except as expressly permitted by this Agreement, the Settlement Agreement, or by any approved plans for the Improvements (including the approved Temporary Protection Plans, Temporary Road Construction Plans, Pedestrian Pathway Construction Plans, Permanent Road Construction Plans, or Relocation Plans), any Improvements that parallel the District's Northern Line must be located at least ten (10) feet away from the outside edge of the Northern Line to the outside edge of other utility located on the Pipeline Easement Property or Overlap Area.
- I. *Operations and Maintenance in Overlap Area as Part of the Approved Activities.*
 - i. Aerotropolis shall not interfere with the District's activities, or operation of Northern Line within the Overlap Area, and Aerotropolis shall conduct its Approved Activities in a safe and prudent manner considering the Northern Line and any other District facilities located on or below the surface of the Overlap Area.
 - ii. Aerotropolis will maintain reasonable access for on-going District operations and maintenance personnel to critical facilities of the Northern Line within the Overlap Area, including but not limited to line valves, blow offs, and air valves at all times during the Approved Activities. Construction soil stockpiles shall not be permitted on top

of the Northern Line within the Overlap Area and shall not cover access to any critical facilities of the Northern Line within the Overlap Area. Any modification or relocation of the Improvements shall not be considered part of the Approved Activities, and will necessitate an amendment to this Agreement (see Section 1).

- iii. Following completion of the Construction Activities, Aerotropolis will not conduct or permit anyone to conduct any Approved Activities on or within the Overlap Area, including but not limited to, operations, maintenance and repair of the Improvements, without the prior written consent of the District. The District shall have the right to observe any portion of Approved Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9153, or her successor at such email address and phone number as may be provided by the District to Aerotropolis and also to info@eccv.org, at least thirty (30) calendar days prior to the commencement of any form of construction activities related to the Permanent Road on or within the Overlap Area.
- iv. In the event that ECCV, or its employees, agents, or contractors, causes damage to the Improvements, whether during construction or following completion of the Construction Activities, but in all cases prior to the time when such Improvements are dedicated to the City of Aurora, then ECCV shall be solely responsible for repairing or paying for the costs to repair such Improvements to the condition in which such Improvements existed prior to such damage.

3. **Existing District and Third-Party Facilities and Easements that Interfere with Aerotropolis' Use of the Overlap Area.** To the extent any third parties' facilities within the Overlap Area existing at the time of this Agreement interfere with Aerotropolis' ability to construct or operate its Improvements within the Overlap Area, Aerotropolis will resolve matters of relocation and reconstruction of such existing facilities by separate relocation/reconstruction agreement with the owner of such facilities at no cost to the District.
4. **Shutdown of Northern Line.** Aerotropolis requires a shutdown of the Northern Line for construction of the Temporary Protection and the Relocation. A shutdown of the Northern Line requires the District to halt pumping operations (the "Line Shutdown"). The District and Aerotropolis agree that Approved Activities relating to the Temporary Construction shall take place between February 23, 2022 and March 7, 2022, when the District has a planned shutdown of the Northern Line already scheduled. The District and Aerotropolis further agree that the tie-in of the Relocation to the Northern Line shall occur during the two-week window to be scheduled by the District for the regular shutdown of the Northern Line between January 14, 2023 and February 28, 2023. Other than the foregoing, the District shall have no obligation of any kind to shut down

the Northern Line to permit the Approved Activities to go forward.

5. **Use and Occupancy of Overlap Area by the District.** The District retains all of its rights specified in the Pipeline Easement. The District shall continue to have the full rights afforded to it under the Pipeline Easement to use the Overlap Area.
6. **Restoration of Overlap Area.** After conducting any Approved Activities in the Overlap Area, Aerotropolis shall restore the Overlap Area, including, but not limited to, subjacent and lateral support, at the expense of Aerotropolis, to the condition in which it was prior to Aerotropolis' use of the Overlap Area (with the exception of the construction of the Improvements), including settling or other repairs or damage within the Overlap Area caused by the Approved Activities.
7. **Responsibility for Damages.** Aerotropolis shall be responsible for any and all damage to the Northern Line, to the extent caused by the use of the Overlap Area by Aerotropolis or any of its contractors, subcontractors, agents or employees. Aerotropolis shall, at the District's option, pay for or repair any damage done to the Northern Line, to the extent caused by any Approved Activities. The cost of lost water, costs for consequential damages and the reasonable costs for any repairs necessitated by such damage shall be borne by Aerotropolis. Notwithstanding the foregoing, the District will have no duty to monitor any Approved Activities. Any monitoring by the District of Aerotropolis conducted by or on behalf of Aerotropolis is for the sole benefit of the District and shall not create any duty, obligation or liability to Aerotropolis or any other person.
8. **Insurance.** While conducting Approved Activities, Aerotropolis's contractor for the construction shall obtain and provide insurance covering the activities set forth in the Agreement as provided in this Section:
 - A. ***General Requirements.*** Aerotropolis's contractor shall provide or cause to be provided to the District forms evidencing all insurance coverage obtained by all construction contractors prior to commencement of construction. Aerotropolis's contractor shall maintain or cause to be maintained all such insurance until construction is complete and, if necessary, shall provide or cause to be provided to the District documentation of renewals of all such insurance. Aerotropolis shall ensure all subcontractors conducting Approved Activities on its behalf have insurance coverage appropriate for the tasks there are performing and Aerotropolis shall be liable to the District for any subcontractor failure to ensure commercially reasonable insurance coverages.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Aerotropolis's contractor and subcontractors pursuant to the indemnification provisions of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting provisions shall be procured to maintain such continuous coverage.

A certificate of insurance shall be completed by Aerotropolis's contractor's

insurance agent(s) as evidence that policies providing required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the District prior to commencement of any services under this Agreement. The certificate shall demonstrate that the insurance coverage complies with the requirements of this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. The completed certificate of insurance shall be sent to: East Cherry Creek Valley Water and Sanitation District, 6201 S. Gun Club Road, Aurora, CO 80016.

The District shall be named an additional insured on all policies and the District shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the District and Aerotropolis, and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., (“GIA”) as amended from time to time, or otherwise available to the District and/or Aerotropolis, and each of their respective officers or employees.

B. *Minimum Insurance Coverages – Construction Phase.*

- i. Workers’ Compensation Insurance. Workers’ compensation insurance with coverage in accordance with applicable law.
- ii. Commercial General Liability Insurance. Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2013 edition or equivalent), shall include all major divisions of coverage, and shall be on a comprehensive basis, including:
 - a. Premises and operations;
 - b. Personal injury liability;
 - c. Contractual liability;
 - d. Property damage; and
 - e. Independent contractors’ coverage
 - f. In addition, Aerotropolis’s contractor shall provide commercial liability insurance endorsements as follows:

1. Endorsement CG 25 03 (dated as of 5/2009) or equivalent, general aggregate applies on a per project/per location basis;
2. Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney's fees assumed under the Agreement, which shall be payable in addition to the coverage limit of liability); to the extent aligned with and permitted by applicable law, no contractual liability coverage exclusion modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);
3. Personal injury liability (with contractual exclusions deleted);
4. No separation of insured exclusion;

iii. Contractor specific requirements:

- a. If applicable to the Approved Activities, perils of explosion, collapse, & underground (XCU);
- b. If applicable to the Approved Activities, no subsidence exclusion;
- c. If applicable to the Approved Activities, no damage to Aerotropolis performed by subcontractor exclusion (CG 22 94 or similar);
- d. If applicable to the Approved Activities, no exclusions for operations performed within 50 feet of a railroad property;
- e. If applicable to the Approved Activities, no exclusions for operations involving residential, multi-family or apartments.
- f. For the full statute of repose, the Aerotropolis's contractor shall (1) maintain general liability coverage for both products and completed operations insurance, and (2) maintain the District as an additional insured thereunder. Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with coverage in the amount of One

Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles.

- v. Contractor's Pollution (Environmental) Liability. This Section is applicable to (a) Aerotropolis's contractor and (b) subcontractors of any tier that are providing Approved Activities related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes microbial matter, mold, fungi, or bacteria and any Approved Activities which will involve the use of hazardous materials. The contractor and all applicable subcontractors must provide and maintain a separate pollution liability insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. The pollution liability policy must include contractual liability coverage aligned with the indemnification obligations of this Agreement. The policy limits shall be in the amount of One Million Dollars (\$1,000,000.00) each occurrence and in the aggregate. Aerotropolis's contractor and subcontractors shall maintain pollution liability coverage for the statute of repose following completion of the Approved Activities. Should mold coverage be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of repose.
- vi. Excess/Umbrella Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers' liability coverages required herein, in the amount of at least Three Million Dollars (\$3,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages. All coverages and terms required under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance Sections hereof must be included on the Excess/Umbrella Liability policy. Higher limits may be required by the District on a project-by-project basis. Aerotropolis's contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.
- vii. Aerotropolis itself will provide property casualty insurance via Aerotropolis's third-party property casualty insurance policy covering all of the Overlap Area.

B. Minimum Insurance Coverages – Post Construction

1. Following completion of construction of the Approved Activities, Aerotropolis shall maintain insurance coverage, either through purchase of third-party insurance or self-insurance, in amounts up to the limits contained in the GIA, Section 24-10-114, C.R.S. as they may change from time to time, to insure against all claims costs and expenses Aerotropolis has agreed to indemnify the District for pursuant to this Agreement. Such coverage shall be effective as of the date the Approved Activities are installed in the Overlap Area and Aerotropolis shall maintain such coverage for the duration of time Aerotropolis conducts Approved Activities in the Overlap Area. The District shall be named as an additional insured with respect to such third-party policy.
- C. Aerotropolis and/or its contractors are solely responsible for any deductibles, self-insured retentions, or uninsured losses for any reason arising out of Aerotropolis's obligations of this Agreement.
 - D. All coverages specified in this agreement shall waive any right of subrogation against the District and its directors, officers, employees, and agents.
 - E. Nothing in this Agreement shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by Aerotropolis or its contractors and the District shall not be responsible for any representations or warranties made by or on behalf of Aerotropolis or their contractors to any insurance company or insurance underwriter.
9. **Indemnification.** To the extent of its lawful authority, Aerotropolis shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis or any of its subcontractors or material suppliers, agents or employees, in connection with this Agreement (or a breach thereof). Further, Aerotropolis hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District or Aerotropolis pursuant to this Agreement shall be deemed a waiver of the District's or Aerotropolis' respective sovereign immunity under the Colorado Governmental Immunity Act. Further, Aerotropolis shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants. The obligations of the indemnifications extended by Aerotropolis to the District under this Section shall survive termination or expiration of this Agreement.

Aerotropolis's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law which obligations shall be subject to annual appropriation by Aerotropolis. However, nothing in this Agreement shall be construed as requiring Aerotropolis to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence, willful acts, or intentional torts of the District or any third party under the control or supervision of the District. Nor shall Aerotropolis's obligations under this Section extend to acts or omissions of any third party not under the control or supervision of Aerotropolis. Any insurance coverage requirements specified in this Agreement in no way lessen or limit the obligations of Aerotropolis under the terms of this Section.

10. **Contractors and Subcontractors.** Aerotropolis is solely and fully responsible to the District for its obligations under this Agreement and Aerotropolis shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf as if the work were performed by it. .
11. **No Property Interest.** This Agreement does not convey an interest in real property, nor shall it be deemed to create or construed as creating in Aerotropolis any property interest in or to the Overlap Area. The parties do not by this Agreement intend to create a lease, easement, or other real property interest. In no event shall this Agreement be recorded in the records of any county. Further, notwithstanding any contrary provision, the District reserves its full rights to use the Overlap Area for any purpose permitted by the Pipeline Easement.
12. **Ownership of Fee Underlying Overlap Area.** The District's ownership of the Overlap Area is limited to an easement interest only and Aerotropolis acknowledges that the land under the Overlap Area is owned in fee by third parties. Aerotropolis shall be responsible to acquire all rights necessary to construct its Project from these third parties. Aerotropolis agrees that any authorization granted herein is conditioned upon Aerotropolis obtaining such additional authorization from the fee owner(s) of the Overlap Area or others owning any interest in the Overlap Area. Aerotropolis's interest in the Overlap Area is subject to the terms of the District's Pipeline Easement Deed obtained from third parties. Further, Aerotropolis acknowledges that the District is not giving or making any warranty with respect to title to any portion of the Overlap Area and the District, nor anyone acting for or on behalf of the District has made any representation, statement, warranty or promise concerning the title, physical aspects or

condition of the Pipeline Easement Property, or the feasibility, desirability, or adaptability of the Pipeline Easement Property for any particular use.

13. Miscellaneous Provisions.

- A. *Notices.*** All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notice to District:

East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Road
Aurora, Colorado 80016
Attn: David J. Kaunisto
Email: dkaunisto@eccv.org

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Tamara Seaver, Esq.
Email: TSeaver@ISP-Law.com

Notice to Aerotropolis:

Matt Hopper, President
Aerotropolis Area Coordinating Metropolitan District
c: 303.339.0042
e: matt.hopper@aacmd.org

With a copy to:

Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, CO 80202
303.223.1249 tel
kwalsh@bhfs.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

- B. *Recordation.* The Parties agree that this Agreement may not be recorded in the records of the Adams County Clerk and Recorder.
- C. *Binding Agreement.* The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that this Agreement: (i) shall be limited to the rights and obligations of Aerotropolis and the District only; (ii) shall not be binding upon any other parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the Pipeline Easement Property or any other property; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the improvements; or (B) the City of Aurora and the District entering into a written agreement governing their respective rights and obligations respecting the Northern Line at the Tributary T Crossing. For the avoidance of doubt, the District acknowledges and agrees that the City of Aurora shall not be bound by this Agreement; that this Agreement shall cease to have legal effect at the time of dedication of The Aurora Highlands Parkway and the Pedestrian Pathway to the City of Aurora; and that it shall be incumbent solely upon the District to secure a new crossing agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of this Agreement.
- D. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and sets forth the rights, duties, and obligations of each to the other as of this date, *provided* that if there are any irreconcilable inconsistencies between the terms of this Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.
- E. *Specific Performance.* The terms of this Agreement may be enforced by specific performance.
- F. *Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the District Court in the County of Adams.

- G.** *Severability.* If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
- H.** *No Waiver.* No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- I.** *Non-Assignable.* Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J.** *Rules of Construction.* For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections refer to the Sections of this Agreement; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- K.** *Exhibits Incorporated.* All exhibits to this Agreement are incorporated herein and are made a part hereof as if set forth fully herein.
- L.** *Counterpart Execution.* This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT**

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2022 by _____ as _____ of the East
Cherry Creek Valley Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**

APPROVED:

By: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day
of _____, 2022 by _____, as _____ of Aerotropolis
Area Coordinating Metropolitan District.

WITNESS my hand and official seal.

My commission expires: _____

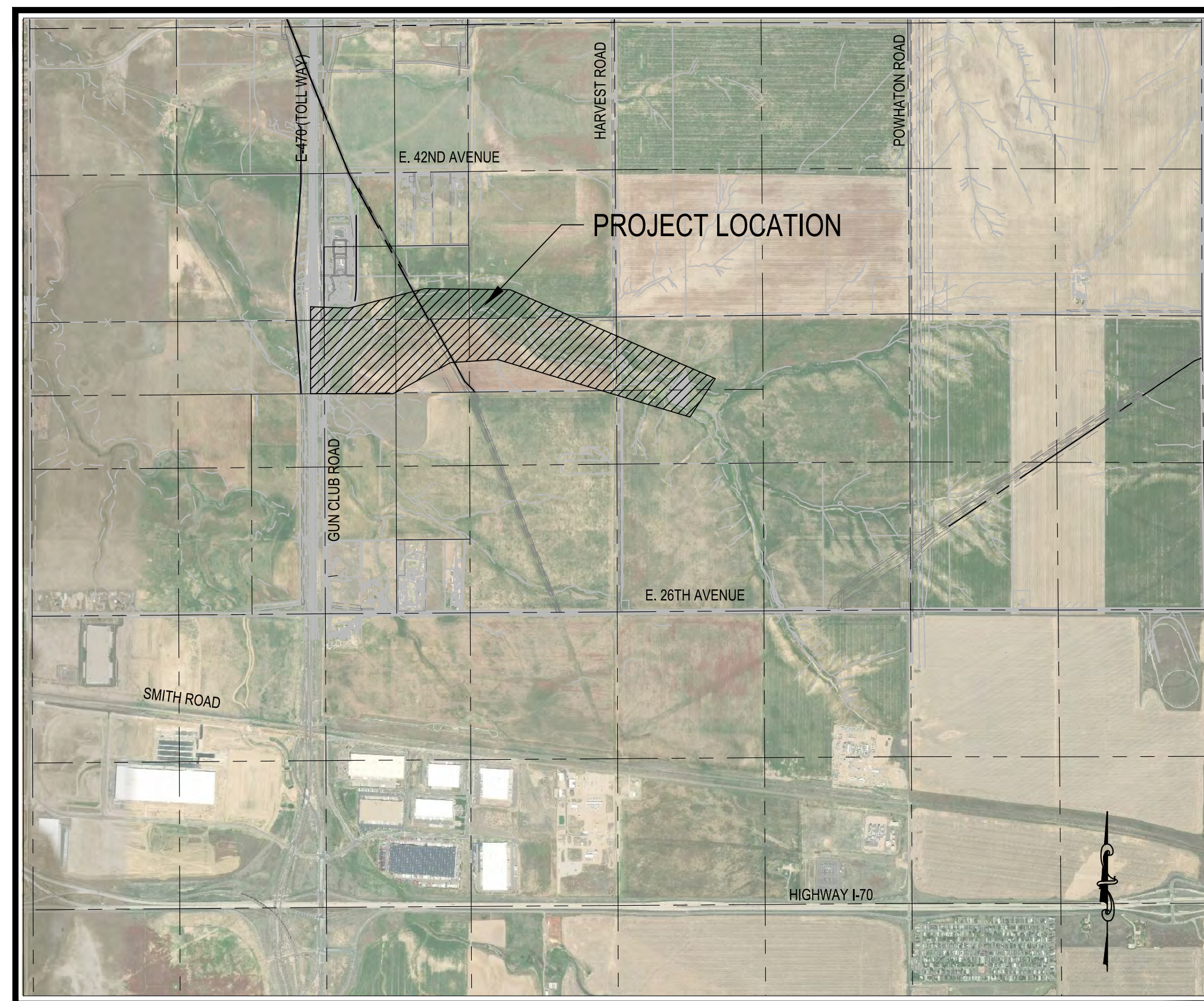
Notary Public

EXHIBIT A**Overlap Area**



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES
3	UTILITY NOTES
4	DEMOLITION PLAN
5	OVERALL SITE PLAN
6	SURVEY CONTROL DIAGRAM
7	SURVEY CONTROL TABULATION
8	PLAN AND PROFILE STA 0+00 TO 10+00
9	PLAN AND PROFILE STA 10+00 TO 20+00
10	PLAN AND PROFILE STA 20+00 TO 30+00
11	PLAN AND PROFILE STA 30+00 TO 40+00
12	PLAN AND PROFILE STA 40+00 TO 50+00
13	PLAN AND PROFILE STA 50+00 TO 60+00
14	PLAN AND PROFILE STA 60+00 TO 70+00
15	PLAN AND PROFILE STA 70+00 TO END
16	E-470 CULVERT EXTENSION PLAN
17	E-470 CULVERT EXTENSION PROFILES
18	MAIN STREET CROSSING PLAN
19	MAIN STREET CROSSING PROFILE
20	GAS LINE CROSSING PLAN AND PROFILE
21	LOW FLOW CROSSING DETAILED PLAN
22	LOW FLOW CROSSING SECTIONS
23	EASTBOUND PARKWAY PLAN
24	EASTBOUND PARKWAY PROFILE
25	NORTH - SOUTH COLLECTOR DETAILED SITE PLAN
26	NORTH - SOUTH COLLECTOR PLAN AND PROFILE
27	EASTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
28	WESTBOUND PARKWAY PEDESTRIAN UNDERPASS PLAN AND PROFILE
29	POND 8507 SITE PLAN
30	PRIVATE POND 8507 NORTH PLAN
31	POND 8507 NORTH PRIMARY OUTLET STRUCTURE
32	PRIVATE POND 8507 SOUTH PLAN
33	POND 8507 SOUTH PRIMARY OUTLET STRUCTURE
34	PRIVATE POND 85073 PLAN
35	POND 85073 OUTLET STRUCTURE PLAN
36	PRIVATE POND 8508 NORTH SITE PLAN
37	POND 8508 NORTH OUTLET STRUCTURE PLAN
38	WATER QUALITY POND DETAILS
39	FOREBAY DETAILS
40	FOREBAY DETAILS 2
41	PRIVATE STOCK POND PLAN
42	STOCK POND EMBANKMENT PLAN & PROFILE
43	STOCK POND SEDIMENT BASIN
44	STOCK POND DROP STRUCTURES DETAILED PLANS
45	STOCK POND AND SWALE PROFILES

46	DROP STRUCTURE AT PARKWAY PLAN
47	DROP STRUCTURE AT PARKWAY PLAN ENLARGEMENT
48	DROP STRUCTURE AT PARKWAY PROFILE AND SECTIONS A AND B
49	DROP STRUCTURE AT PARKWAY SECTIONS C, D AND E
50	MISCELLANEOUS DETAILS
51	MISCELLANEOUS DETAILS 2
52	TYPICAL ROCK DETAILS
53	TYPICAL CHANNEL DETAILS
54	PROJECT LAYOUT - E470 TO MAIN STREET
55	PROJECT LAYOUT - MAIN STREET TO GAS LINE CROSSING
56	PROJECT LAYOUT - EASTBOUND PARKWAY
57	PROJECT LAYOUT - NORTH - SOUTH COLLECTOR
58	PROJECT LAYOUT - UPSTREAM OF NORTH - SOUTH COLLECTOR
59	PROJECT LAYOUT - STOCK POND
60	PROJECT LAYOUT - UPSTREAM OF STOCK POND
61	E-470 CULVERT CAST-IN-PLACE EXTENSION PLAN
62	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
63	E-470 CULVERT CAST-IN-PLACE EXTENSION SECTIONS
64	POND 8507 NORTH FOREBAY PLAN AND SECTIONS
65	MAIN STREET CROSSING PLAN
66	MAIN STREET CROSSING RETAINING WALL ELEVATIONS
67	MAIN ST TRANSITION SECTIONS
68	GAS LINE CROSSING PLAN
69	GAS LINE CROSSING DETAILS
70	LOW FLOW CROSSING AT STA. 39+16 PLAN AND SECTION
71	EASTBOUND PARKWAY BRIDGE PLANS
72	EASTBOUND PARKWAY BRIDGE - EAST AND WEST DEVELOPED ELEVATIONS
73	EASTBOUND PARKWAY BRIDGE SECTIONS
74	LOW FLOW CROSSING 2 AT 65+34 PLAN AND SECTION
75	NORTH - SOUTH COLLECTOR CROSSING PLAN
76	NORTH - SOUTH COLLECTOR CROSSING EAST AND WEST ELEVATIONS
77	NORTH - SOUTH COLLECTOR BRIDGE SECTION
78	EASTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
79	EASTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
80	EASTBOUND UNDERPASS SECTIONS
81	WESTBOUND PED UNDERPASS NORTH WINGWALL FOUNDATION PLAN AND ELEV.
82	WESTBOUND PED UNDERPASS SOUTH WINGWALL FOUNDATION PLAN AND ELEV.
83	WESTBOUND PEDESTRIAN UNDERPASS SECTIONS
84	TYPICAL ARCHITECTURAL DETAILS 1
85	TYPICAL ARCHITECTURAL DETAILS 2
86	RETAINING WALL SECTION 1
87	RETAINING WALL SECTION 2
88	RETAINING WALL SECTION 3
89	RETAINING WALL SECTION 4
90	CDOT M-STANDARD DETAILS 1
91	CDOT M-STANDARD DETAILS 2



BENCHMARK

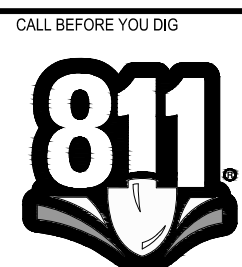
CITY OF AURORA BENCHMARK 356636NE003 BEING A 3" DIAM. BRASS CAP (COA BM, 19-020B, E-090A) ATOP THE SOUTH WALL AT THE SOUTHEAST CORNER OF THE EAST 26TH AVENUE BRIDGE CROSSING OVER E-470. BRASS CAP AT LOWER STEP ON WALL WHERE THE RAILING ENDS ON THE EAST END. AKA 19-020B
ELEVATION = 5521.54 (NAVD 88)

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE 83(2011) COORDINATES.
PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FIRMULAS:

$$\text{PROJECT NORTHING} = (\text{STATE PLANE NORTHING} * 1.0002542620) - 1000000.00$$

PROJECT EASTING = (STATE PLANE EASTING * 1.0002542620) - 3000000.00

Approved One Year From This Date	
City Engineer	Date
Parks, Recreation and Open Space	Date
Water Department	Date

[illegible]

CLIENT NAME

**THE AURORA HIGHLANDS FIRST CREEK
TRIBUTARY T DRAINAGE IMPROVEMENTS**

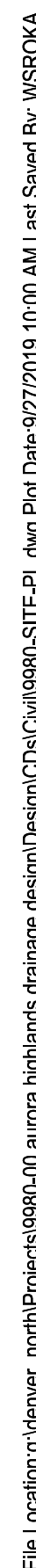
**AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**



PE STAMP

FOR AND ON BEHALF OF MERRICK & COMPANY

TITLE	COVER SHEET	JOB NUMBER	65419980	
		DATE	SEPTEMBER 2019	
		SHEET	1	
		1	of	---



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TITLE

OVERALL SITE PLAN

JOB NUMBER
65419980

DATE
SEPTEMBER 2019

SHEET
5

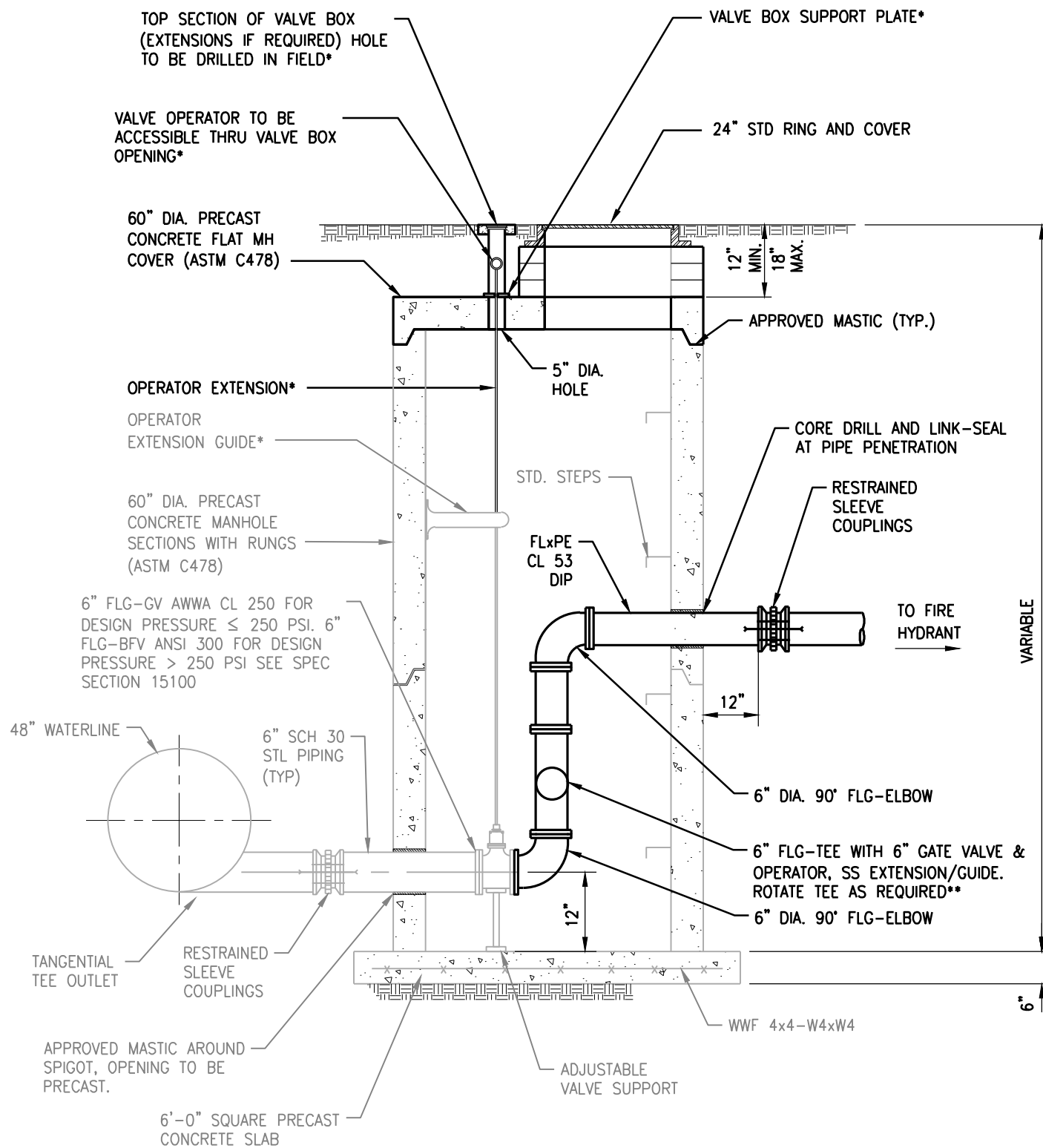


JOB NUMBER
65419980

DATE
SEPTEMBER 2019

SHEET
14 of —

Exhibit D



*SIMILAR FOR NEW VALVE EXTENSION

**ALTERNATIVE, REPLACE EXISTING 90 WITH SIDE
OUTLET TEE WITH 6" GV & OPERATOR, SS
EXTENSION/GUIDE



MERRICK®

TRANSMISSION MAIN BLOW-OFF DETAIL

DATE: 2/3/2021

SHEET: 1 of 1

Exhibit E

1. FLOW FILL PER SPECIFICATION SECTION R 03305 SUBSECTION 2.3.C.
2. CONTRACTOR TO SUBMIT TWO WEEKS BEFORE BEGINNING WORK A DETAILED CONSTRUCTION SEQUENCE SUBMIT FLOW FILL SPECIFICATION WITH SEQUENCE OF WORK.
3. CONTRACTOR TO EXCAVATE BEDDING FROM BOTH SIDES ALONG PIPE AT STATIONS INDICATED. EXCAVATION TO REMOVE EXISTING PIPE BEDDING TO INVERT OF EXISTING PIPE. MAXIMUM TRENCH WIDTH TO BE 1-FOOT FROM EDGE OF EXISTING PIPE.
4. INSPECT AND REPAIR DAMAGE CAUSED BY CONTRACTOR TO 48-INCH PIPE EXTERIOR COATING. CONTACT ECCV IF DAMAGED FOR COATING REPAIR SPECIFICATIONS.
5. INSTALL FLOW FILL TO 6-INCHES ABOVE TOP OF PIPE.
6. TEST PIPE LINE FOR CATHODIC PROTECTION CONTINUITY. INSTALL BACKFILL 12" ABOVE TOP OF PIPE.
7. INSTALL FINAL BACKFILL TO GRADES AND COMPACTION INDICED IN PROJECT SPECIFICATIONS.
8. SUBMIT DRAFT PDF OF RECORD DRAWINGS FOR REVIEW SHOWING LIMITS OF NEW BEDDING AND OTHER CHANGES DURING CONSTRUCTION.
9. SUBMIT FINAL COPY OF RECORD DRAWINGS AFTER APPROVAL.

9. SUBMIT FINAL COPY OF RECORD DRAWINGS AFTER APPROVAL

CAST-IN-PLACE CONCRETE FOR PIPELINES

1.1 SUMMARY

- A. SECTION INCLUDES CAST-IN-PLACE CONCRETE FOR MANHOLE BASES AND BENCHES, KICKBLOCKS, PIPELINE ENCASEMENTS AND FLOW FILL OR FLOWABLE CONCRETE BACKFILL.

A. AMERICAN CONCRETE INSTITUTE:

1. ACI 301 - SPECIFICATIONS FOR STRUCTURAL CONCRETE.
2. ACI 305 - HOT WEATHER CONCRETING.
3. ACI 306.1 - STANDARD SPECIFICATION FOR COLD WEATHER CONCRETING
4. ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.

- AMERICAN SOCIETY FOR TESTING AND MATERIALS:
1. ASTM A185 - STANDARD SPECIFICATION FOR STEEL WELDED WIRE FABRIC, PLAIN, FOR CONCRETE REINFORCEMENT
 2. ASTM A615 - STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT.
 3. ASTM C31 - STANDARD PRACTICE FOR MAKING AND CURING CONCRETE TEST SPECIMENS IN THE FIELD.
 4. ASTM C33 - STANDARD SPECIFICATION FOR CONCRETE AGGREGATES.
 5. ASTM C39 - STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS.
 6. ASTM C42 - STANDARD TEST METHOD FOR OBTAINING AND TESTING DRILLED CORES AND SAWED BEAMS OF CONCRETE.
 7. ASTM C94 - STANDARD SPECIFICATION FOR READY-MIXED CONCRETE.
 8. ASTM C143 - STANDARD TEST METHOD FOR SLUMP OF HYDRAULIC CEMENT CONCRETE.
 9. ASTM C150 - STANDARD SPECIFICATION FOR PORTLAND CEMENT.
 10. ASTM C260 - STANDARD SPECIFICATION FOR AIR-ENTRAINING ADMIXTURES FOR CONCRETE.
 11. ASTM C295 - STANDARD GUIDE FOR PETROGRAPHIC EXAMINATION OF AGGREGATES FOR CONCRETE.

12. ASTM C494 - STANDARD SPECIFICATION FOR CHEMICAL ADMIXTURES FOR CONCRETE.
13. ASTM C618 - STANDARD SPECIFICATION FOR COAL FLY ASH AND RAW OR CALCINED NATURAL POZZOLAN FOR USE AS A MINERAL ADMIXTURE IN PORTLAND CEMENT CONCRETE.
14. ASTM D4832 - STANDARD TEST METHOD FOR PREPARATION AND TESTING OF CONTROLLED LOW STRENGTH MATERIAL (CLSM) TEST CYLINDERS.

A. COORDINATE WITH ECCV REGARDING REQUIREMENTS FOR SUBMITTALS

- B. PRODUCT DATA: SUBMIT DATA ON CONCRETE MIX DESIGN IN ACCORDANCE WITH ACI 301 A MINIMUM OF 10 DAYS PRIOR TO STARTING CONCRETE WORK.
- C. PRODUCT DATA: SUBMIT DATA ON CLSM MIX DESIGN A MINIMUM OF 10 DAYS PRIOR TO STARTING CONCRETE WORK.

A. PERFORM WORK IN ACCORDANCE WITH ACI 301

- B. ACQUIRE CEMENT AND AGGREGATE FROM ONE SOURCE FOR WORK.
- C. CONFORM TO ACI 305 WHEN CONCRETING DURING HOT WEATHER.
- D. CONFORM TO ACI 306.1 WHEN CONCRETING DURING COLD WEATHER.

2.1 CONCRETE MATERIALS

- A. CEMENT
1. ALL CEMENT USED SHALL BE TYPE II PORTLAND CEMENT CONFORMING TO THE REQUIREMENTS OF ASTM C150.
- B. AGGREGATES
1. FINE AGGREGATES: FINE AGGREGATES SHALL CONSIST OF NATURAL SAND OR A BLEND OF NATURAL SAND AND CRUSHED SAND PROVIDED THE QUANTITY OF CRUSHED SAND IS NOT MORE THAN 50% OF THE TOTAL SAND BY DRY WEIGHT.
 2. COARSE AGGREGATES: COARSE AGGREGATES SHALL CONSIST OF GRAVEL OR CRUSHED STONE AND SHALL CONFORM TO THE GRADING AND QUALITY REQUIREMENTS OF ASTM C33 FOR SIZE NO. 467, NO. 57, OR NO. 67. NOMINAL MAXIMUM SIZE OF COARSE AGGREGATE SHALL COMPLY WITH ACI 318.
 3. IF THE AGGREGATES USED ARE KNOWN TO BE REACTIVE WITH HIGH ALKALI CEMENT, AS DETERMINED BY ASTM C295, OR IF THE REACTIVITY OF THE AGGREGATE IS NOT KNOWN, THE USE OF LOW ALKALI CEMENT IS REQUIRED TO ASSURE ADEQUATE PROTECTION FROM ALKALI AGGREGATE REACTION.

1. THE BATCH MIXING WATER AND MIXER WASHOUT WATER SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94.

2.2 ADMIXTURES

- A. AIR ENTRAINMENT
1. AN AIR-ENTRAINING AGENT SHALL BE USED IN ALL CONCRETE. THE AGENT USED SHALL BE IN ACCORDANCE WITH ASTM C260 AND SHALL BE ADDED TO THE BATCH IN ACCORDANCE WITH ASTM C94.
- B. CHEMICAL
1. CHEMICAL ADMIXTURES THAT DO NOT CONTAIN CALCIUM CHLORIDE AND THAT CONFORM TO ASTM C494 FOR CONCRETE MAY BE USED. ALL CHEMICAL ADMIXTURES SHALL BE COMPATIBLE WITH THE CEMENT AND ALL OTHER ADMIXTURES IN THE BATCH.
- C. FLY ASH
1. FLY ASH MAY BE USED IN THE CONCRETE MIXES. ADDITIONS TO THE MIX WILL BE ON A CEMENT SUBSTITUTION BASIS. THE FLY ASH SHALL CONFORM TO ASTM C618. FLY ASH CONTENT SHALL NOT EXCEED 20% BY WEIGHT.

2.3 CONCRETE PROPORTIONS

- A. CLASS A CONCRETE (4,000 PSI)
1. CLASS A CONCRETE SHALL BE MOLDED AND CURED IN COMPLIANCE WITH ASTM C31.
 2. CLASS A CONCRETE SHALL BE USED FOR STRUCTURAL CONCRETE INCLUDING MANHOLE BASES AND INVERTS, AND PIPELINE ENCASEMENTS.
 3. CLASS A CONCRETE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

<u>UNIT</u>	<u>MEASUREMENT</u>
COMPRESSIVE STRENGTH (28 DAY)	4,000 PSI
WATER/CEMENT RATIO	0.50 BY WEIGHT (MAXIMUM)
AIR ENTRAINED	4 TO 7 PERCENT
SLUMP -	2 INCHES (MINIMUM) 4 INCHES (MAXIMUM)

- B. CLASS B CONCRETE (2,500 PSI)
1. CLASS B CONCRETE SHALL BE MOLDED AND CURED IN COMPLIANCE WITH ASTM C31.
 2. CLASS B CONCRETE SHALL BE USED EXCLUSIVELY FOR KICKBLOCKS.
 3. CLASS B CONCRETE SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

<u>UNIT</u>	<u>MEASUREMENT</u>
COMPRESSIVE STRENGTH (28 DAY)	2,500 PSI
WATER/CEMENT RATIO	0.63 BY WEIGHT (MAXIMUM)
AIR ENTRAINED	4 TO 7 PERCENT
SLUMP -	2 INCHES (MINIMUM)
	4 INCHES (MAXIMUM)

- C. FLOW FILL: (LOW STRENGTH CONCRETE)
1. FLOW FILL OR FLOWABLE CONCRETE BACKFILL, SHALL BE MOLDED AND CURED IN COMPLIANCE WITH ASTM D4832.
 2. FLOW FILL SHALL BE USED IN ACCORDANCE WITH SECTION 02320 TRENCHING, BEDDING AND BACKFILL AND USED AS BEDDING AND / OR BACKFILL ONLY AS DIRECTED BY THE ENGINEER.
 3. FLOW FILL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

<u>UNIT</u>	<u>MEASUREMENT</u>
COMPRESSIVE STRENGTH (28 DAY)	100 PSI (MINIMUM) 200PSI (MAXIMUM)
AIR ENTRAINED	5 PERCENT
SLUMP -	6 INCHES (MINIMUM) 8 INCHES (MAXIMUM)

- D. CONCRETE REINFORCEMENT
1. ALL DEFORMED REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 40 OR 60.
 2. ALL WELDED STEEL WIRE FABRIC SHALL CONFORM TO ASTM A185 EXCEPT THAT THE WELD SHEAR STRENGTH REQUIREMENT SHALL BE EXTENDED TO INCLUDE A WIRE SIZE DIFFERENTIAL UP TO AND INCLUDING SIX GAGES.

PART 3 EXECUTION

3.1 PREPARATION

- A. ALL EQUIPMENT USED IN MIXING AND TRANSPORTING CONCRETE SHALL BE CLEAN. ALL DEBRIS, WATER OR ICE SHALL BE REMOVED FROM PLACES TO BE OCCUPIED BY THE CONCRETE.

3.2 FORMWORK

- A. CONCRETE STRUCTURES
1. FORMS SHALL PRODUCE SHAPES, LINES AND DIMENSIONS OF THE CONCRETE STRUCTURES AS SHOWN ON THE DRAWINGS
 2. FORMS SHALL BE MADE OF WOOD, METAL OR OTHER ACCEPTABLE MATERIAL. THE FORMS SHALL PRODUCE A SMOOTH CONCRETE FINISH TO THE TOLERANCES DESCRIBED IN ACI 301.
 3. FORMS SHALL BE MORTAR TIGHT AND BRACED OR TIED TO MAINTAIN ITS PROPER POSITION AND SHAPE DURING AND AFTER CONCRETE PLACEMENT. EMBEDDED METAL TIES WITH SNAP-OF ENDS SHALL BE USED FOR INTERNAL FORM TIES. ORDINARY WIRE TIES WILL NOT BE ALLOWED.
 4. THE ENGINEER, PRIOR TO POURING CONCRETE, SHALL REVIEW FORMS.
 5. FORMS SHALL BE REMOVED IN A MANNER THAT WILL INSURE THE INTEGRITY OF THE STRUCTURE AND ITS SURFACES.

B. KICKBLOCKS

1. ALL FORMING FOR CONCRETE KICKBLOCKS AND ANCHORS WILL BE DONE BY BULK HEADING AROUND THE SHAPE OF THE KICKBLOCK OR ANCHOR WITH WOOD, BURLAP, OR REINFORCED PAPER SACKS FILLED WITH SAND OR EARTH.
2. WOOD FORMS SHALL BE REMOVED BEFORE BACKFILLING.

3.3 PLACING CONCRETE

- A. PLACE CONCRETE IN ACCORDANCE WITH ACI 301.
- B. NOTIFY ENGINEER MINIMUM 24 HOURS PRIOR TO COMMENCEMENT OF CONCRETE OPERATIONS.
- C. ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS AND FORMED JOINTS ARE NOT DISTURBED DURING CONCRETE PLACEMENT.

D. KICKBLOCKS

1. KICKBLOCKS SHALL BEAR AGAINST UNDISTURBED EARTH. WHEN IT IS IMPOSSIBLE, THROUGH OVER EXCAVATION OR OTHER CAUSE, TO POUR A KICKBLOCK AGAINST UNDISTURBED EARTH, HARNESS RODS SHALL BE REQUIRED TO ANCHOR THE FITTINGS TO THE MAIN.
2. MINIMUM BEARING SURFACE AREA SHALL BE AS SHOWN ON THE DRAWINGS.
3. A BOND BREAKER SHALL BE PLACED BETWEEN THE PIPE AND THE KICK BLOCK TO AID IN EASE OF FUTURE REMOVAL.
4. NEWLY PLACED CONCRETE SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 24 HOURS PRIOR TO BACKFILL AND COMPACTION.

- E. MAINTAIN RECORDS OF CONCRETE PLACEMENT. RECORD DATE, LOCATION, QUANTITY, AIR TEMPERATURE, AND SAMPLES TAKEN.

3.4 CONCRETE FINISHING

- A. CONCRETE SURFACE FINISHING FOR MANHOLE BENCHES SHALL BE A BRUSHED NON-SKID SURFACE IN ACCORDANCE WITH ACI 301.

3.5 CURING AND PROTECTION

- A. IMMEDIATELY AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY.
- B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

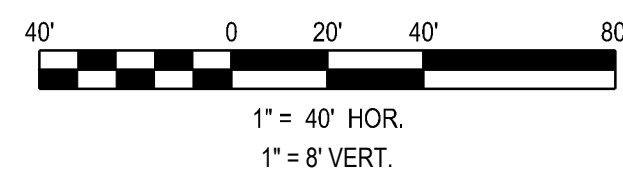
END OF SECTION

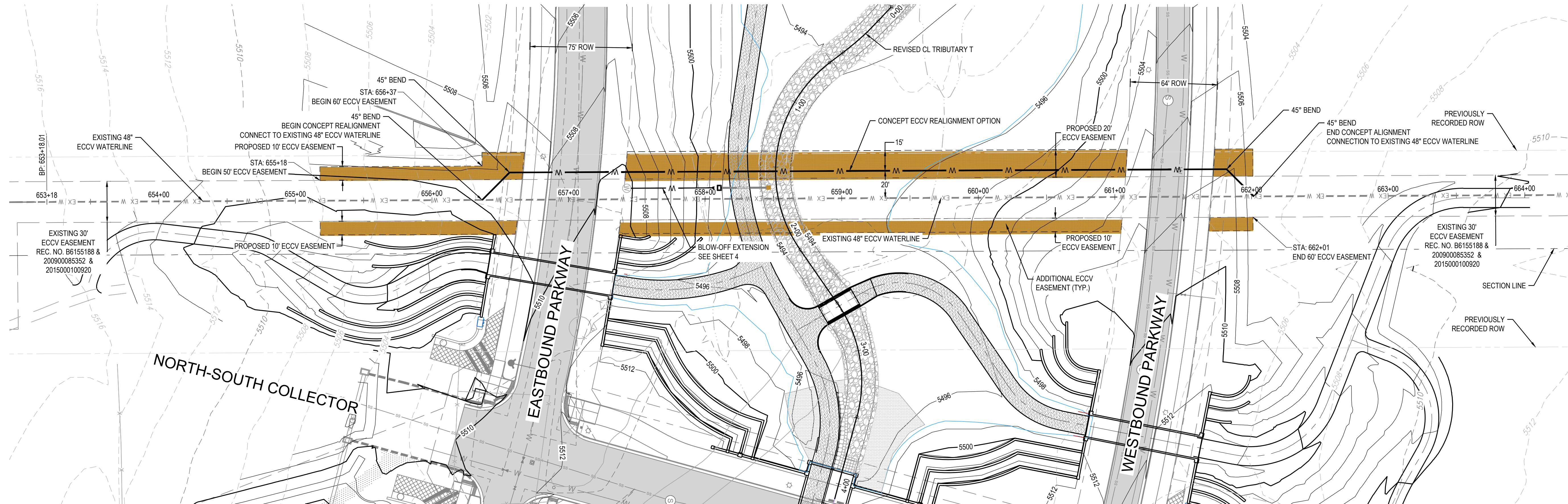


GENERAL NOTES

DATE: 2/3/2021

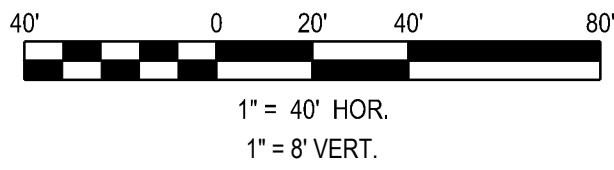
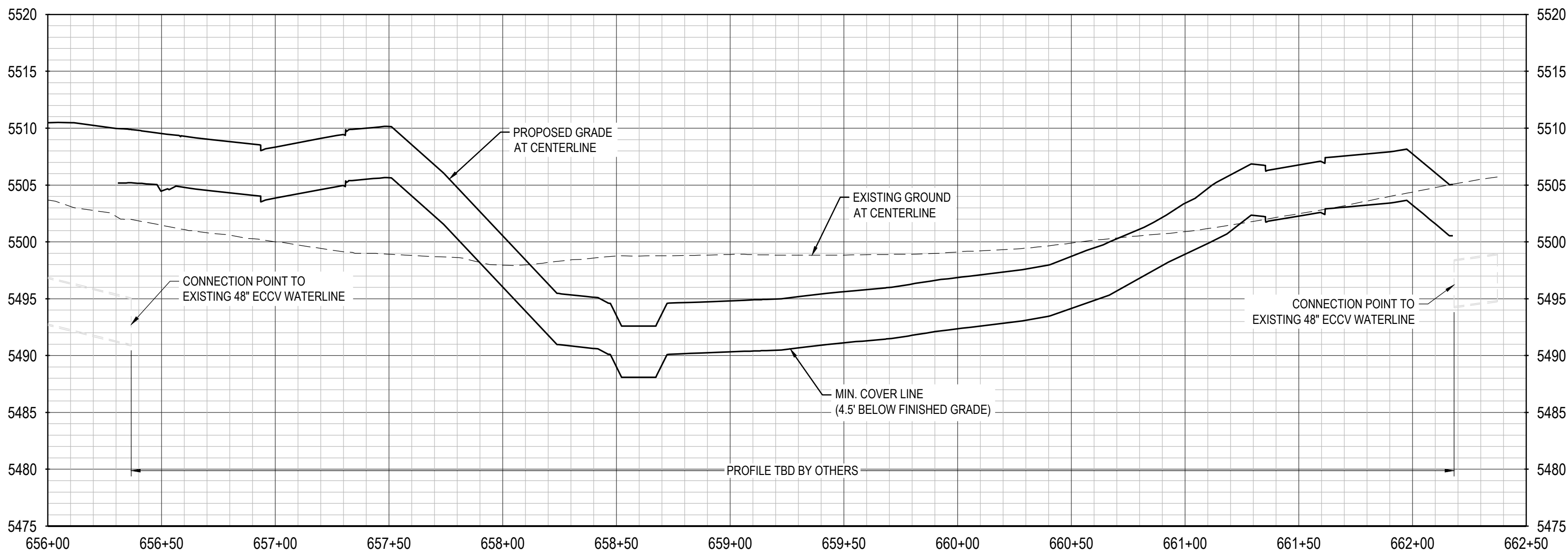
SHEET: 1 OF 4





CONCEPT REALIGNMENT - PLAN AND PROFILE

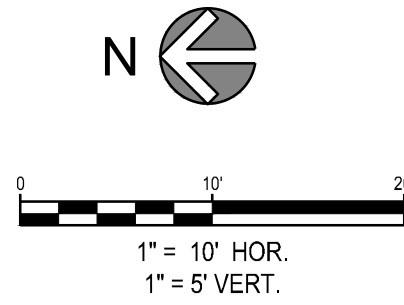
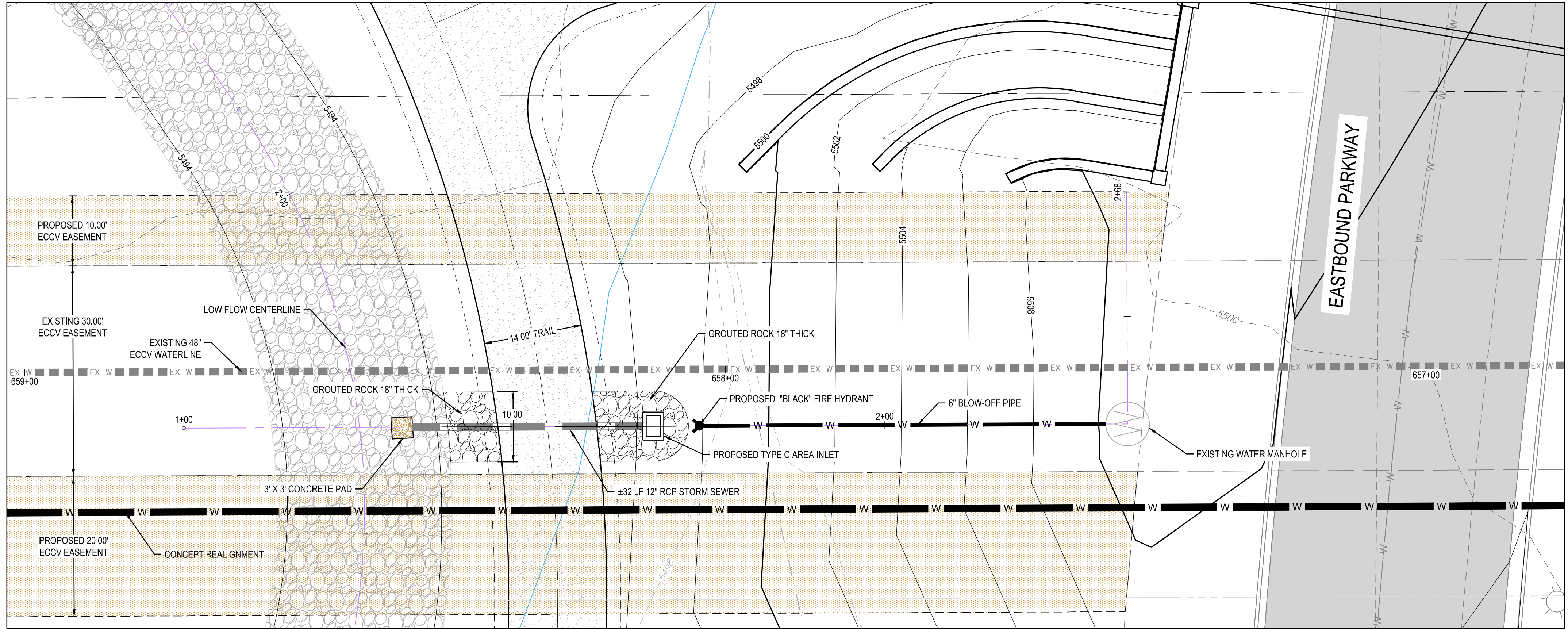
- NOTES:
1. PROPOSED ADDITIONAL ECCV EASEMENT BASED ON CONCEPT REALIGNMENT AND EXCAVATION RELATED TO CONSTRUCTION.
 2. IF REPLACEMENT OF EXISTING 48" ECCV WATERLINE IS REQUIRED IN THE FUTURE, 48" WATERLINE TO BE REALIGNED CLOSELY TO CONCEPT ALIGNMENT.
 3. CONCEPT REALIGNMENT TO BE DESIGNED AND FINALIZED BY OTHERS.



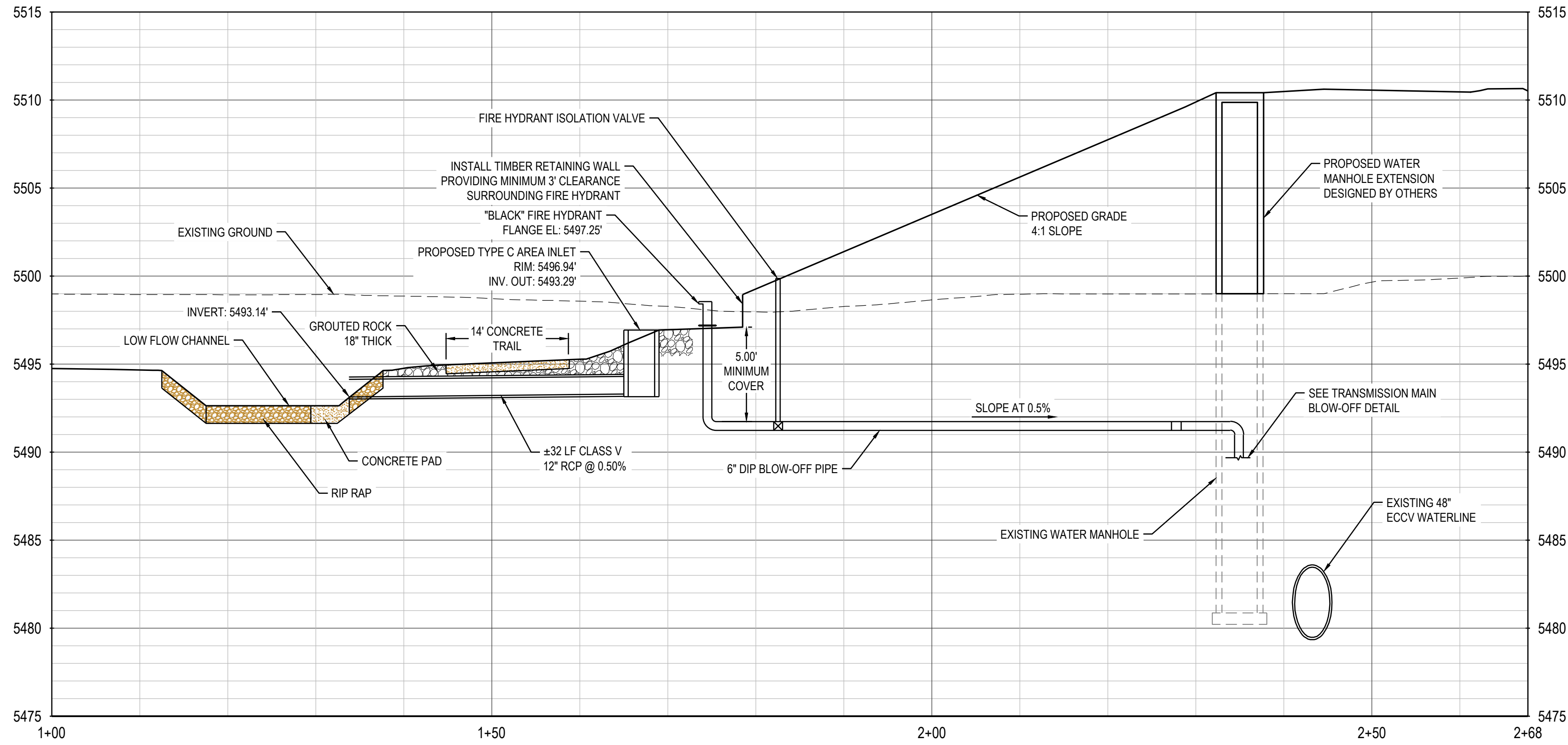
48" ECCV WATERLINE
CONCEPT REALIGNMENT & EASEMENT EXHIBIT

DATE: 2/3/2021

SHEET: 3 OF 4



BLOW-OFF DRAIN PLAN AND PROFILE



48" ECCV WATERLINE
BLOW-OFF DRAIN PLAN AND PROFILE

DATE: 2/3/2021

SHEET: 4 OF 4

Exhibit F



PROJECT

ECCV WATERLINE
BYPASS DESIGN

CLIENT

AEROTROPOLIS AREA
COORDINATING
METROPOLITAN
DISTRICT

141 Union Blvd, Suite 150
Lakewood, Colorado 80228

CONSULTANT

AECOM
7595 Technology Way, Suite 200
Denver, Colorado 80237
T 303.694.2770 F 303.694.3946
www.aecom.com

REGISTRATION

ISSUE/REVISION

I/R	DATE	DESCRIPTION
A	2021/08/11	ISSUE FOR 90% REVIEW

PROJECT NUMBER

60640409

SHEET TITLE

COVER SHEET

SHEET NUMBER

01

EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT COLORADO

ECCV WATERLINE BYPASS DESIGN

PREPARED FOR

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

PREPARED BY



Comments from ECCV
9-2-2021



OWNER CONTACT LIST		
OWNER:	CHERRY CREEK VALLEY WATER AND SANITATION (ECCV) CHRIS DOUGLAS	(303) 693-3800
ONWNER'S REPRESENTATIVE:	KENNEDY JENKS CONSULTANTS, INC PAUL GOLDFAIN, PE	(303) 985-3636

SHEET INDEX	
NO	SHEET TITLE
01	COVER SHEET
02	GENERAL NOTES
03	PLAN AND PROFILE
04	DETAIL 1 OF 5
05	DETAIL 2 OF 5
06	DETAIL 3 OF 5
07	DETAIL 4 OF 5
08	DETAIL 5 OF 5

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GENERAL NOTES FOR WATER SYSTEM PLANS - ECCVW&SD

1.

ALL WATER LINES AND SYSTEM PLANS AND CONSTRUCTION SHALL CONFORM WITH THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT (THE DISTRICT) SPECIFICATIONS AND SHALL BE SUBJECT TO CONSTRUCTION OBSERVATION BY DISTRICT PERSONNEL OR REPRESENTATIVES. COPIES OF THE DISTRICT TECHNICAL SPECIFICATIONS MAY BE OBTAINED FROM THE DISTRICT MANAGER. THE OWNER, HIS ENGINEER OR CONTRACTOR, SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE DISTRICT MANAGER AND DISTRICT ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ACCEPTED CONSTRUCTION PLANS REVIEWED AND SIGNED BY THE DISTRICT MANAGER AND DISTRICT ENGINEER, WILL BE DISTRIBUTED AT THE PRECONSTRUCTION MEETING. NO CONSTRUCTION WILL BE PERMITTED UNTIL ALL EASEMENTS ARE SIGNED AND RECORDED AND THE PRECONSTRUCTION MEETING HAS BEEN HELD.
2.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER, PHONE NUMBER: 303-534-6700, 48 HOURS PRIOR TO STARTING CONSTRUCTION.
3.

DISTANCE FOR WATER LINES IS THE HORIZONTAL DISTANCE BETWEEN CENTER OF FITTING TO CENTER OF VALVE, METER, ETC. THEREFORE, DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND FITTING DIMENSIONS.
4.

CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) SIGNED COPY OF PLANS APPROVED BY THE DISTRICT MANAGER AND THE DISTRICT ENGINEER.
5.

AS-BUILT DRAWINGS AS REQUIRED IN THE SPECIFICATIONS ARE TO BE SUBMITTED BY THE CONTRACTOR PRIOR TO PROBATIONARY ACCEPTANCE OF THE CONSTRUCTION.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION.
7.

THE CONTRACTOR IS RESPONSIBLE FOR:

7.A.

NOTIFYING THE DISTRICT 48 HOURS IN ADVANCE OF ANY NEED TO SHUT DOWN ANY PORTION OF THE EXISTING WATER SYSTEM.

7.B.

NOTIFYING THE DISTRICT 48 HOURS IN ADVANCE FOR OBSERVATIONS.

7.C.

IN CASE OF AN EMERGENCY AFTER WORKING HOURS, CALL THE DISTRICT OFFICE AT 693-3800 FOR RECORDED INSTRUCTIONS.
8.

PRIOR TO INSTALLATION OF WATER MAINS, ROAD CONSTRUCTION MUST HAVE PROGRESSED TO AT LEAST THE "SUBGRADE" STAGE. SUBGRADE IS DEFINED AS AN ELEVATION OF NO MORE THAN EIGHT INCHES BELOW THE FINISHED STREET GRADE. ALL VALVE BOXES AND FIRE HYDRANTS WILL BE ADJUSTED TO THE FINAL FINISHED GRADE BY THE CONTRACTOR.
9.

THE PIPE SPECIFIED BY THE OWNER OR ENGINEER FOR THE WATER LINE IN THE PROJECT SHALL CONFORM TO AWWA C200 WELDED STEEL PIPE STANDARDS AND AWWA M11 STEEL PIPE DESIGN. ALL WATER LINES SHALL HAVE A MINIMUM OF FOUR AND ONE-HALF (4.5) FEET OF COVER AND BEL ACTED A MINIMUM OF TEN (10) FEET FROM THE SANITARY SEWER, AND THREE (3) FEET FROM THE EDGE OF CONCRETE
10.

PROBATIONARY ACCEPTANCE OF THE NEW WATER LINES IS CONTINGENT UPON RECEIVING COPIES OF:

10.A.

WATER LINE TRENCH COMPACTION TEST RESULTS,

10.B.

RECORD DRAWINGS, AND

10.C.

HEALTH DEPARTMENT TESTS (CHLORINE AND/OR CLEAR WATER AS REQUIRED).
11.

THEORETICAL STATIC WATER PRESSURES ARE ESTIMATED TO BE 45 PSI AT USGS ELEVATION 5500 FT. BASED UPON HYDRAULIC GRADIENT OF USGS ELEVATION 5602 FEET. THE DISTRICT HAS PROVIDED ONLY THE HYDRAULIC GRADIENT ELEVATION. THIS HYDRAULIC GRADIENT, WHICH WAS PROVIDED AT THE TIME OF PLAN REVIEW, MAY CHANGE IN THE FUTURE AS OVERALL WATER SYSTEM OPERATIONS WARRANT.
12.

ALL WATER LINE VALVES SHALL BE SET AT THE INTERSECTION OF THE EXTENDED PROPERTY LINE AND WATER LINE, EXCEPT WHERE THAT POINT FALLS IN THE FLOW LINE OF A CONCRETE CROSS PAN. IN THAT CASE, THE VALVE SHALL BE LOCATED SO THAT SURFACE DRAINAGE DOES NOT INFILTRATE THE VALVE BOX. VALVE BOXES SHALL BE SET AT AN ELEVATION IN ACCORDANCE WITH CITY/COUNTY PAVING REQUIREMENTS.
13.

POLYETHYLENE WRAPPING SHALL BE INSTALLED AROUND ALL DUCTILE IRON PIPE, FITTINGS, VALVES, FIRE HYDRANT BARRELS, AND RODS AND CLAMPS. THE POLYETHYLENE SHALL HAVE A MINIMUM THICKNESS OF EIGHT (8) MILS.
14.

ALL WATER LINES SHALL BE CHLORINATED IN ACCORDANCE WITH A.W.W.A. C-651, "DISINFECTING WATER MAINS." THE PREFERRED METHOD IS TO USE SUFFICIENT CHLORINE LIQUID TO PRODUCE A 50 mg/L SOLUTION IN PIPE. THE CHLORINATION OF THE WATER LINE SHALL BE PERFORMED PRIOR TO THE HYDROSTATIC TESTING.

15.

ALL WATER LINES SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH A.W.W.A. C-600 SECTION 4, "HYDROSTATIC TESTING." ALL WATER LINES SHALL BE TESTED TO A MINIMUM OF 187 PSI. THE TEST SHALL BE SCHEDULED BY THE DISTRICT AND COORDINATED WITH ANY OTHER REVIEWING OR APPROVING AGENCY. THE ALLOWABLE LEAKAGE RATES ARE AS FOLLOWS:

ALLOWABLE LEAKAGE PER HOUR	
PIPE SIZE (INCHES)	LEAKAGE PER 1000 FEET OF PIPE (GALLONS)
4	0.33
6	0.50
8	0.66
12	0.99
16	1.32
20	1.66
48	3.38

16.

EXISTING VALVES IN THE DISTRICT MAY ONLY BE OPERATED BY DISTRICT PERSONNEL.
17.

THE DISTRICT, ITS REPRESENTATIVE AND/OR THE DISTRICT ENGINEER, IS NOT A GUARANTOR OF THE CONSTRUCTING CONTRACTOR'S OBLIGATIONS AND PERFORMANCE OF CONTRACT.
18.

IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH THE DISTRICT DUE TO CHANGED CONDITIONS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE OPINION OF THE DISTRICT, PROPOSED ALTERATIONS TO THE SIGNED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE DISTRICT FOR REVIEW PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
19.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER, OR THE COUNTY.
20.

THE OWNER IS RESPONSIBLE FOR COORDINATED WITH PLAN REVIEW AND CONSTRUCTION OBSERVATION.
21.

OBSERVATIONS OF WORK IN PROGRESS AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE DISTRICT OR DISTRICT ENGINEER OF THE CONTRACTOR'S CONTRACTUAL COMMITMENT.
22.

THE DISTRICT AND/OR DISTRICT ENGINEER IS NOT RESPONSIBLE FOR SAFETY IN, ON, OR ABOUT THE PROJECT SITE, NOR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO.
23.

THE DISTRICT AND/OR DISTRICT ENGINEER EXERCISES NO CONTROL OF THE SAFETY OR ADEQUACY OF THE EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR ANY OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME.
24.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED, AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION.
25.

THE CONSTRUCTOR SHALL PROVIDE THE REQUIRED INSURANCE CERTIFICATES TO THE DISTRICT BEFORE BEGINNING CONSTRUCTION. PUMPED, PIPED, REMOVED, AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION.
26.

THE CONSTRUCTOR SHALL PROVIDE THE REQUIRED INSURANCE CERTIFICATES TO THE DISTRICT BEFORE BEGINNING CONSTRUCTION.
27.

THE CONTRACTOR SHALL NOTIFY ECCV OF THE CONSTRUCTION SCHEDULE AND PROVIDE A TWO WEEK NOTIFICATION FOR PIPELINE TESTING, EXISTING CONDUIT SHUTDOWN AND RECONNECTION, FOLLOWED BY CATHODIC PROTECTION TESTING AFTER THE IMPRESSED CURRENT SYSTEM IS RECONNECTED.

REPLACE NOTE 27 IN ITS ENTIRETY WITH THE FOLOWING:
Any work or shut down on the District's Northern Water Line is restricted to the window between mid-January to the end of February. The contractor shall provide a proposed schedule to the District for review at least four weeks prior to work.

MIN STEEL REQUIREMENT FOR EXTERNAL LOAD ³ (IN)		
DEPTH OF COVER ² (FT)	48-INCH DIAMETER	
	AWWA C200 STEEL WALL (IN)	AWWA C151 DIP PRES. CLASS
0-10	0.215	150
>10-15	0.215	250
>15-20	0.215	350

PIPELINE NOTES:

1.

CONNECTION AT WALLS OF STRUCTURES SHALL HAVE HARNESSSED DOUBLE SLEEVE COUPLINGS (DETAIL B/CD-2), UNLESS OTHERWISE NOTED.
2.

STEEL PIPE WALL THICKNESS ARE BASED ON MINIMUM YIELD STRENGTH OF 42 KSI AND ARE TO BE CONSIDERED ABSOLUTE MINIMUM (NOT NOMINAL). TOLERANCES SPECIFIED AN AWWA C-200 SHOULD BE CONSIDERED ADDITIVE TO THESE MINIMUM VALUES. LOWER YIELD STRENGTHS REQUIRE THICKER PIPE WALLS. SEE SPECIFICATIONS SECTION 02617.
3.

DEPTH OF COVER IS DEFINED AS VERTICAL HEIGHT OF SOIL COLUMN FROM TOP OF PIPE TO FINAL SURFACE GRADE.
4.

MINIMUM PIPE WALL THICKNESS SHALL BE THE GREATER OF THE INDICATED VALUE IN THE PRESSURE CLASSIFICATION SCHEDULE FOR A GIVEN STATION OR THE VALUE INDICATED IN THE TABLE ON MINIMUM WALL THICKNESS/ PRESSURE OR SPECIAL THICKNESS CLASS OR DIMENSION RATIO FOR EXTERNAL LOAD. THICKNESS FOR EXTERNAL LOAD WILL APPLY FOR THE RANGE INDICATED WITHOUT INTERPOLATION. FINAL THICKNESS PRESSURE CLASS OR DIMESION RATIO AT SPECIFIC LOCATIONS WILL BE DETERMINED BY THE ENGINEER DURING SHOP DRAWING REVIEW.
5.

CONDITIONS NOT ADDRESSED IN EITHER WALL THICKNESS, PRESSURE CLASS, OR DIMENSION RATIO TABLES WELL BE RESOLVED BY SPECIAL DESIGN WITH APPROVAL OF THE ENGINEER.
6.

FOR TRENCH CONSTRUCTION AND FILL MATERIALS, SEE DETAILS TBD TBD.
7.

STEEL PIPE JOINT REQUIREMENTS ARE SHOWN ON SHEET TBD. REFER TO SPECIFICATIONS FOR DUCTILE IRON JOINT SYSTEMS. RESTRAINT REQUIREMENTS ARE SHOWN ON SHEET TBDTBD.
8.

CONTRACTOR MAY SUBSTITUTE DIP CALLS 350 PIPE IN LIEU OF STEEL FOR BLOW OFFS AND MISCELLANEOUS PIPING. PIPE SHALL BE FULLY RESTRAINED, CEMENT MORTAR LINED, DOUBLE THICKNESS. SUBMIT TO ENGINEER APPROVAL.
9.

FLANGES TO MATCH AWWA C207 D, E, AND F, AS REQUIRED.
10.

FULLY PENETRATING BUTT WELD (SINGLE 'V' GROOVE) JOINTS REQUIRED FOR ALL STEEL PIPE GREATER THAN OR EQUAL TO 0.625 (5/8) INCH WALL THICKNESS AND FOR ALL STEEL CASING PIPE.
11.

UNLESS SPECIFICALLY NOTED OTHERWISE, TEST PRESSURES SHALL BE 125 PERCENT OF INDICATED OPERATING / DESIGN PRESSURE. TEST PRESSURE APPLIES AT LOWEST PROFILE ELEVATION BETWEEN STATIONS INDICATED.
12.

VALVES FURNISHED FOR THIS PROJECT ARE CLASS 150B, 250 OR ANSI 300 AS SPECIFIED. PERFORMANCE TESTING FOR PRESSURES ABOVE 250 PSI SHALL BE COMPLETED WITH THE VALVE IN THE OPEN POSITION OR PRIOR TO VALVE INSTALLATION.
13.

SHORT 25-FOOT MAXIMU JOINT LENGTHS WILL BE REQUIRED AT STREAM CROSSINGS, ALL OPEN CUT ROADWAY CROSSING, AND ALL OTHER LOCATIONS AS SPECIFIED IN THE JOINT SCHEDULE ON THIS SHEET. STATIONING IS APPROXIMATE AND DISCRETION MAY BE USED IN DEVELOPING SHOP DRAWINGS FOR ACTUAL JOINT LOCATIONS.
14.

ALL TRANSMISSION PIPE SUPPLIED FOR THIS CONTRACT SHALL BE AWWA C200 STEEL PIPE OR AWWA C151 DUCTILE IRON PIPE (WITH COATINGS AND LININGS AS SPECIFIED). AT LOCATIONS SHOWN, PIPE WILL BE FULLY RESTRAINED WELLED LAP JOINTS, BUTT WELD JOINTS (PIPE BORES AND TUNNELS), OR LOCKING JOINT DIP. CONTROLLED TEMPERATURE WELS (CTW) WILL BE REQUIRED AT A SPACING OF 500-LF WHERE CONTINUOUS WELDED JOINTS ARE REQUIRED FOR PRESSURES GREATER THAN 250-PSI. SPEE SPECIFICATION SECTION 02617 AND DIVISION 15.
15.

PROVIDE DUAL RESTRAINED JOINT COUPLINGS ON EACH SIDE OF TUNNELS. DETAIL TBDTBD.
16.

MAINLINE ISOLATION VALVES TO MATCH PIPELINE DIAMETER.
17.

CONTRACTOR IS RESPONSIBLE FOR PROPER DIMENSION (INCLUDING BOL SIZES AND SPACING). PRESSURE RATING, RESTRAINT AND SIZE COMPATIBILITY FOR ALL CONNECTIONS, ESPECIALLY AT VALVES. APPURTENANCES AND DISSIMILAR MATERIALS AND/OR DIFFERENT SIZE OF PIPES.

Are there specifications?

TBD?

None on this project that this note applies to. Remove note.

DIP is not acceptable on this project for the transmission line. DIP is acceptable for blow off line. Revise note.

Detail TBD?

Note not required, remove.



PROJECT

ECCV WATERLINE BYPASS DESIGN

CLIENT

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

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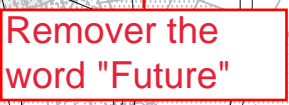
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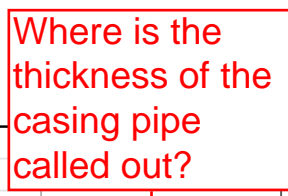
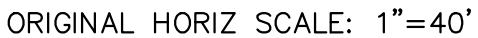
GENERAL NOTES

SHEET NUMBER

02



SCALE: 1" = 40'



SCALE: 1" = 40' HORIZ
1" = 6' VERT

1. ECCV OPERATES AND CONTROLS ALL EXISTING VALVES.
2. ALL VALVES OPEN COUNTERCLOCKWISE RIGHT.
3. 100-YR FLOODPLAIN = EL 5506.5 FT
4. ECCV 48-INCH WATERLINE IS CATHODICALLY PROTECTED BY AN IMPRESSED CURRENT SYSTEM. THE SYSTEM SHALL BE DE-ENERGIZED DURING THE CONSTRUCTION PERIOD. (TYP)

- 1 WHEN BYPASS LINE IS TESTED AND IN SERVICE, INSTALL BULKHEADS ON EXISTING PIPE AND FLOW FILL WITH CLSM
- 2 VERIFY ALIGNMENT AND GRADE OF EXISTING PIPE, CONNECT TO EXISTING. SEE DETAIL 3 ON SHEET 06, (TYP).
- 3 VERIFY THE RESTRAINED LENGTH OF 50 LF ON THE EXISTING PIPE. (TYP EACH CONNECTION). IF NOT RESTRAINED, LOCATE THE FITTING AND PROVIDE RESTRAINT, WELDED JOINT. SEE DETAIL 3 ON SHEET 06.
- 4 REFER TO STEAM CROSSING SEE DETAIL 1 ON SHEET 04.
- 5 INSTALL TEMPORARY BULKHEAD FOR HYDROSTATIC TESTING. AFTER SUCCESSFUL TESTING REMOVE TEMPORARY BULKHEAD. CONTRACTOR TO FIELD VERIFY LOCATION. SEE DETAIL 4 ON SHEET 06.
- 6 INSTALL KICK BLOCK AND MARKER POST, SEE DETAIL 1 & 2 ON SHEET 06 (TYP). FOR DOUBLE LAP WELD ON ALL FITTINGS - SEE DETAIL 1 ON SHEET 05.
- 7 ABANDON MANHOLE

1. REMOVE FRAME AND COVER FROM EXISTING MANHOLE. DELIVER THE CASTINGS TO ECCV WATER UTILITIES STORAGE YARD.
2. REMOVE PRECAST ADJUSTMENT RINGS OR BRICK AND MORTAR CORBEL AND CHIMNEY TO A DEPTH OF 4 FEET BELOW FINISHED GRADE.
3. ABANDON MANHOLE STRUCTURE BY FILLING WITH FLOWABLE FILL WITH BALLAST AS APPLICABLE WITHIN THE DEPTH OF MANHOLE LEFT IN PLACE.
4. PLACE COMPACTED BACKFILL TO FINAL GRADE.

- 8 INSTALL MANWAY ACCESS, SEE DETAIL 1 ON SHEET 07 (TYP).
- 9 INSTALL LOW POINT BLOW OFF, SEE DETAIL 4 ON SHEET 07.
- 10 INSTALL DRAINAGE FEATURE OF FH DISCHARGE, SEE DETAIL 2 ON SHEET 04 AND REFERENCE DRAWINGS 4 OF 4 TITLED "48" ECCV WATERLINE BLOWOFF DRAIN PLAN AND PROFILE.
- 11 UPSTREAM (SOUTHERN) ISOLATION BVF AT APPROXIMATE STA 630.00; DOWNSTREAM (NORTHERN) BVF AT STA 695+19.
- 12 EXISTING CATHODIC PROTECTION SYSTEM IS IMPRESSED CURRENT. LOCATE EXISTING TRACER WIRE AND CONNECT NEW TRACER WIRE IN TRACER WIRE BOX. INSTALL NEW TRACER WIRE ALONG NEW 48" RELOCATE PIPELINE. CONNECT AT BOTH ENDS. (TYP)

Include tests station at each end of the tie in.
And then a Test Station Detail to the plans.

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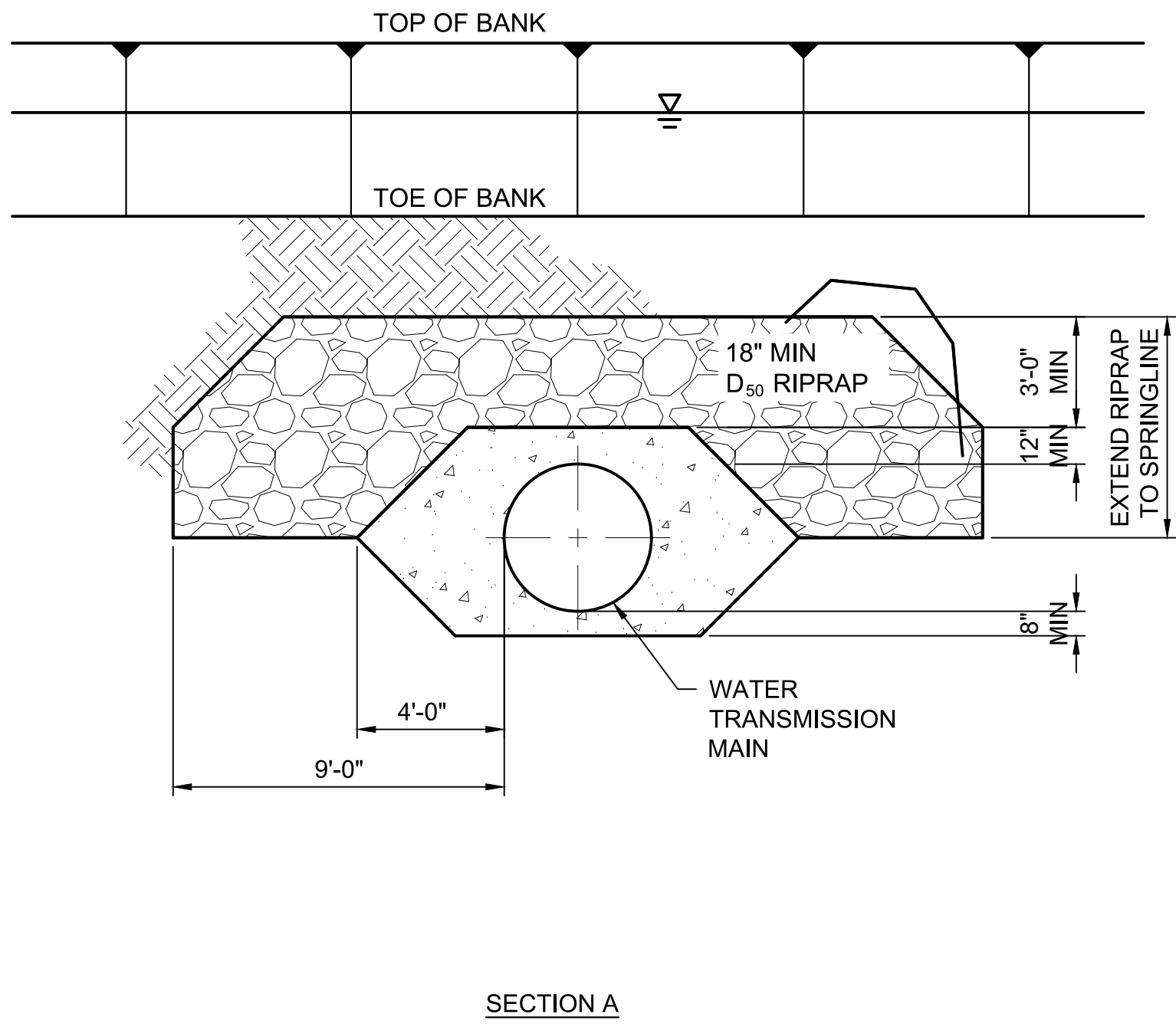
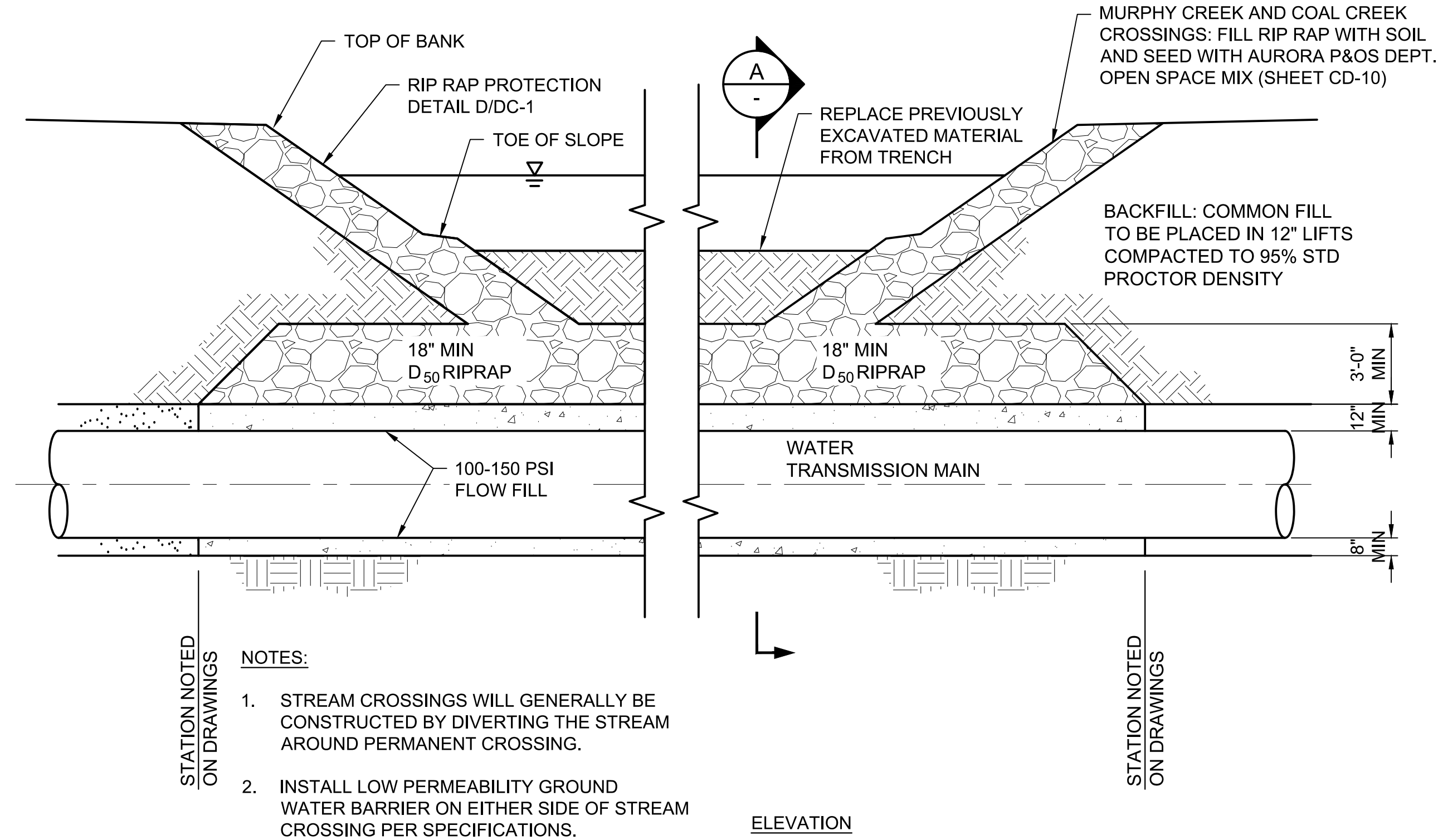
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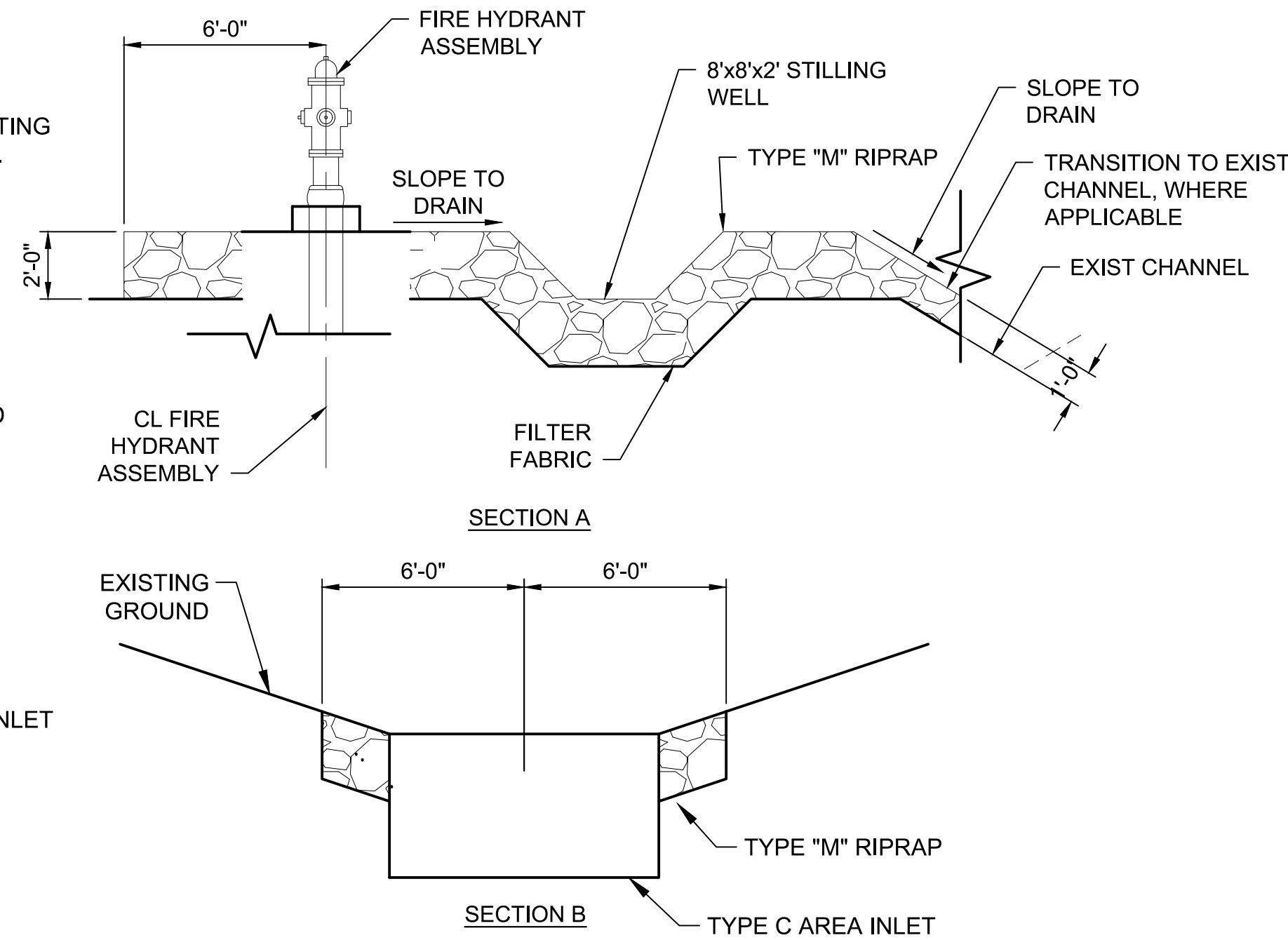
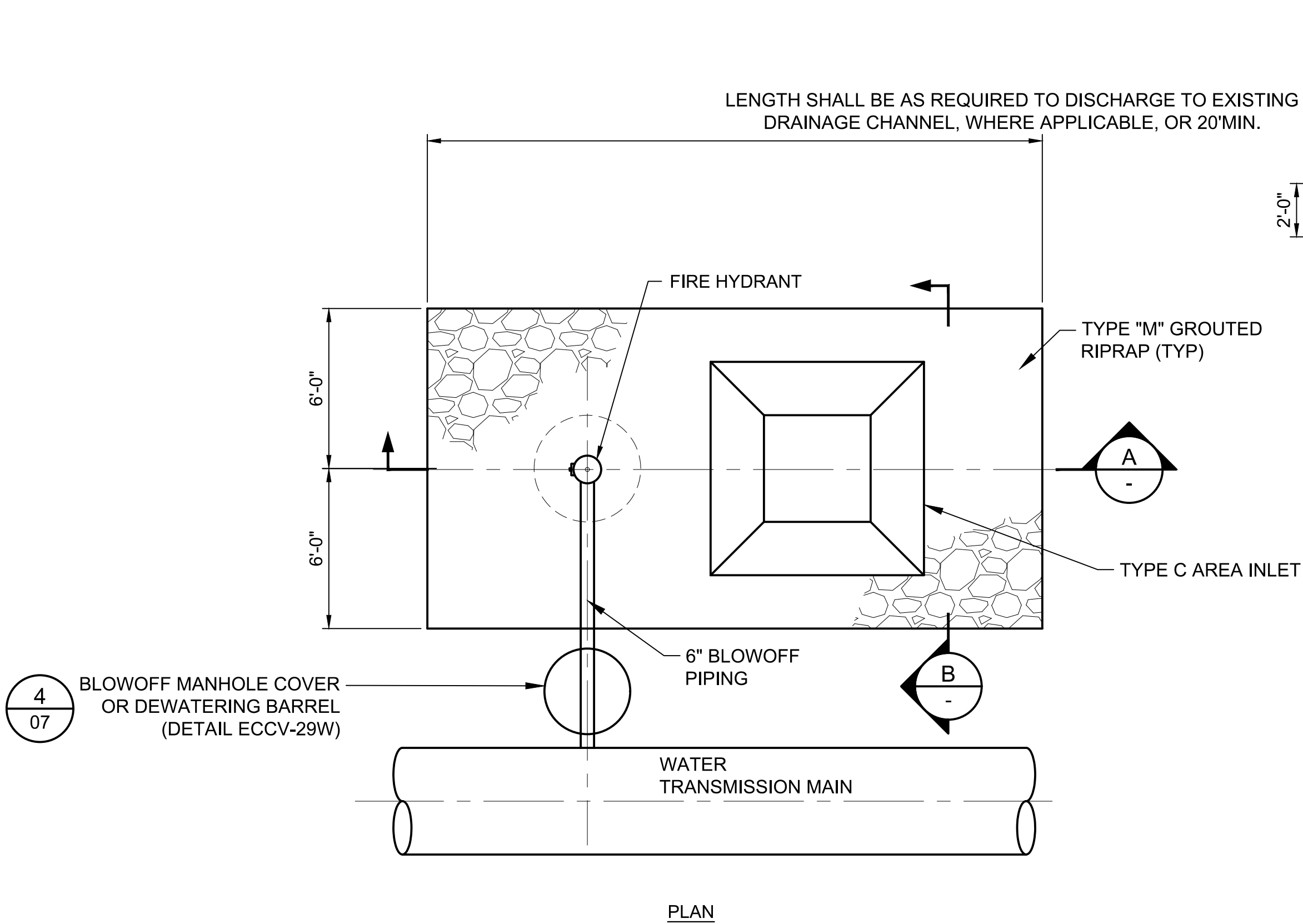
PLAN AND PROFILE

SHEET NUMBER

03



STREAM CROSSING DETAIL 1
NTS



- NOTES:
1. PRIOR TO OPERATION OF BLOWOFF FOR PIPELINE FLUSHING, A CDPHE MINIMAL INDUSTRIAL DISCHARGE (MIND) PERMIT MUST BE OBTAINED. ALL REQUIREMENTS FOR DECHLORINATION AND BEST MANAGEMENT PRACTICES (BMPS) MUST BE ADHERED TO.
 2. THE FINAL CONFIGURATION AND ORIENTATION OF RIP RAP RUNDOWNS WILL VARY BY LOCATION GIVEN SITE CONDITIONS. SOME DISCRETION MAY BE USED IN THE FIELD IN PLACING THE RIP RAP RUNDOWNS, HOWEVER ALL FINAL INSTALLATIONS MUST BE CONTAINED WITHIN THE PERMANENT EASEMENT BOUNDARIES.

DETAIL 2
NTS

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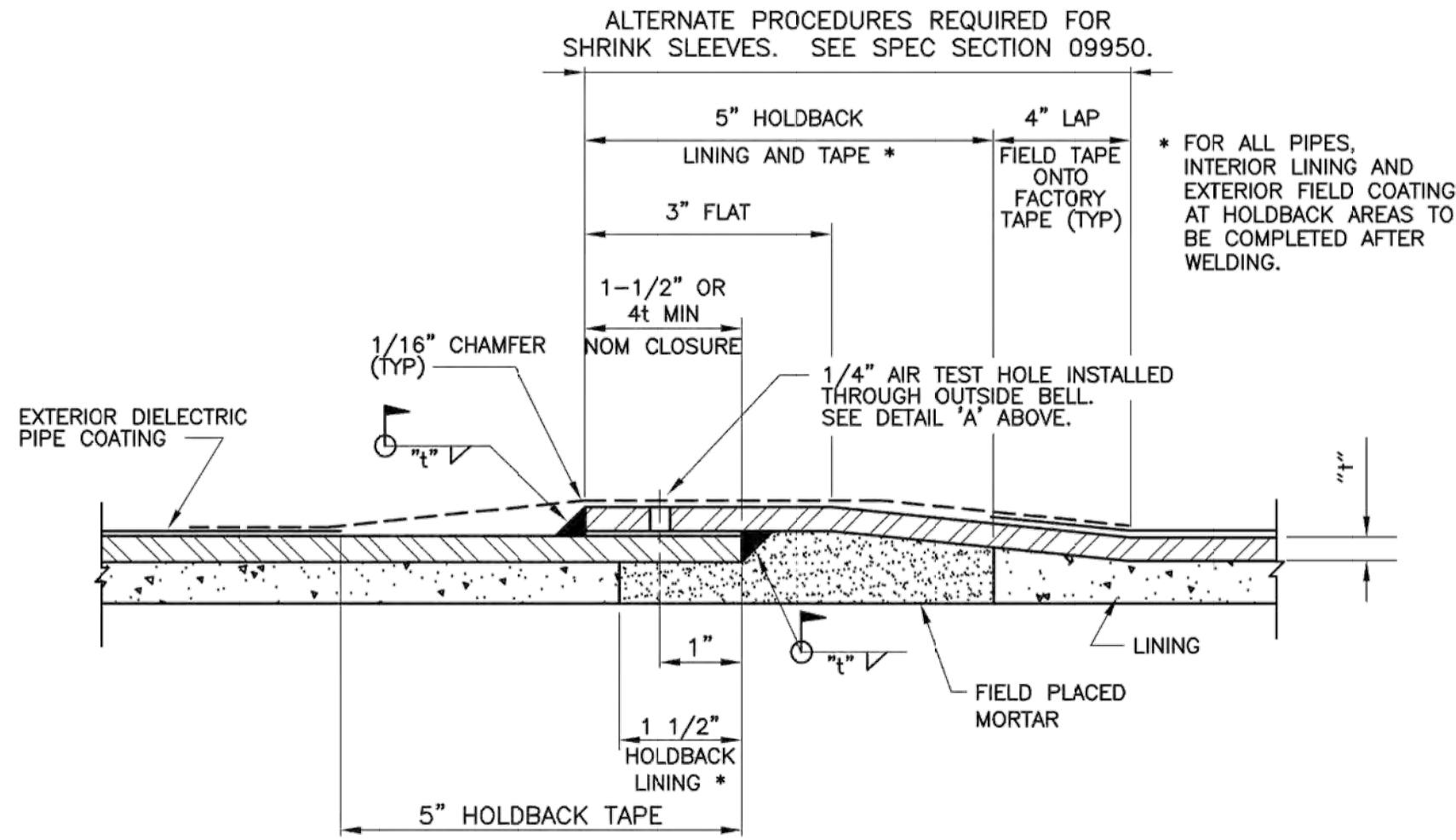
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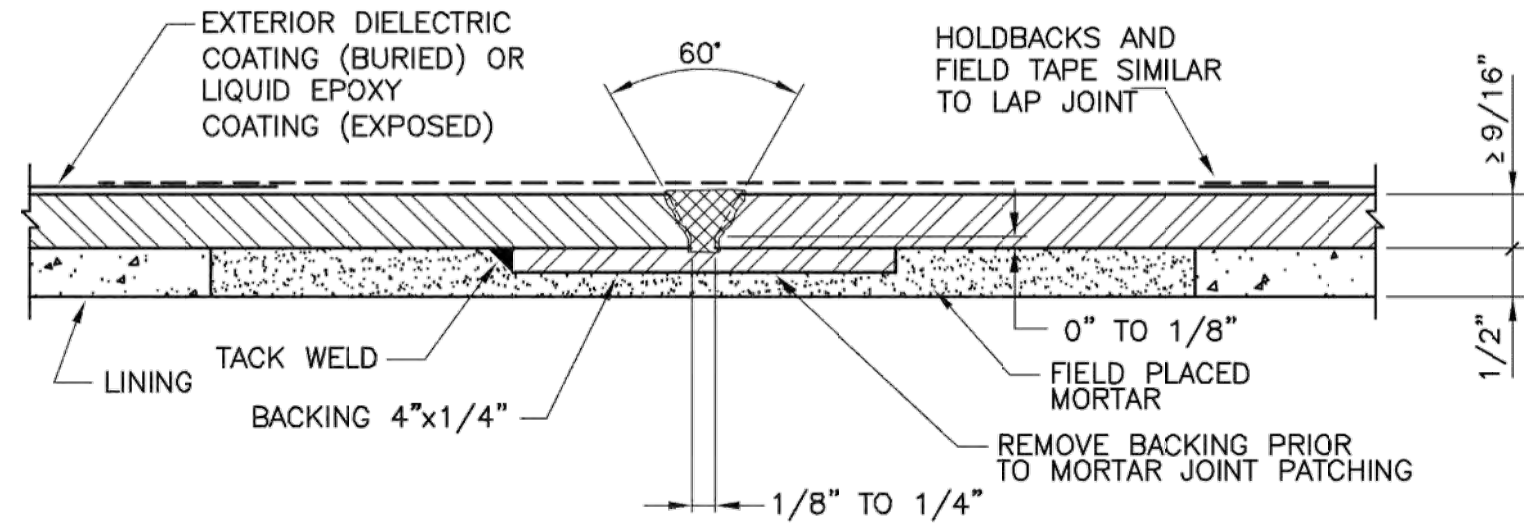
DETAILS 1 OF 5

SHEET NUMBER

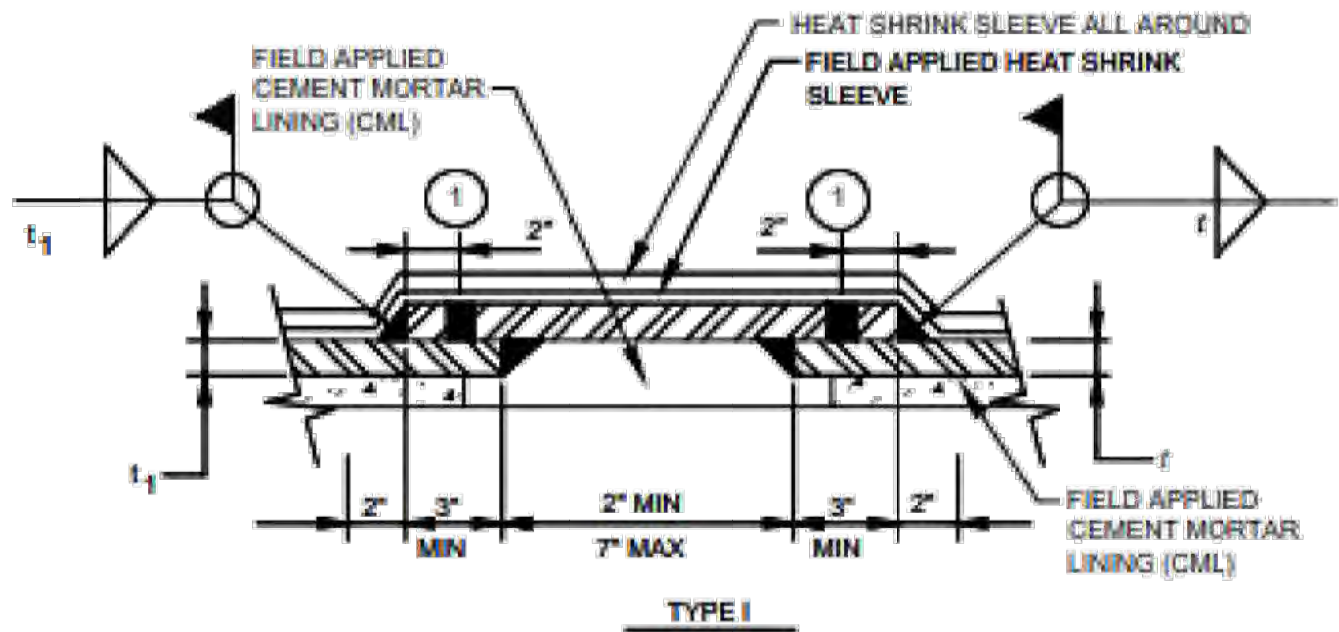
04



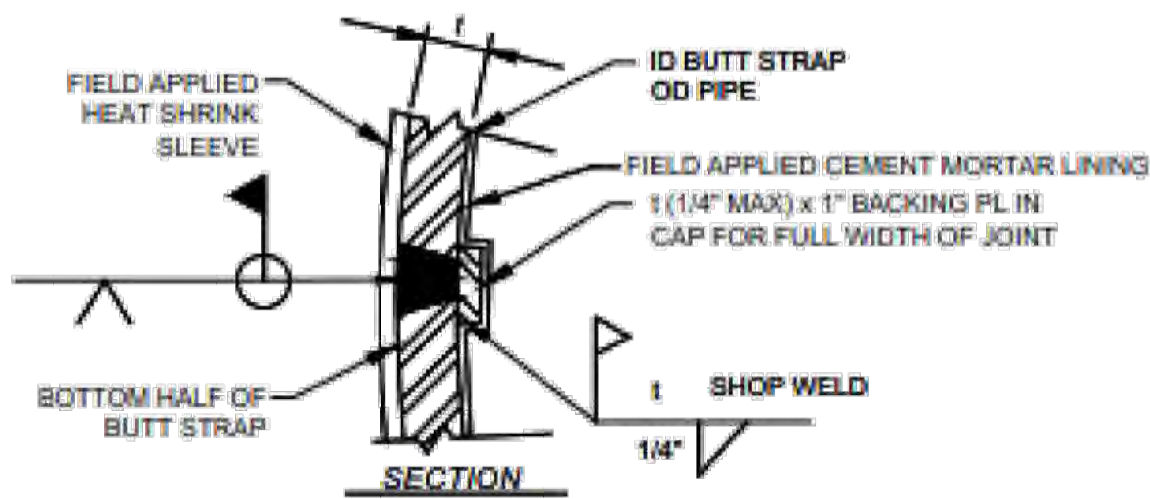
DOUBLE-WELDED LAP JOINT RESTRAINED DETAIL 1
NTS



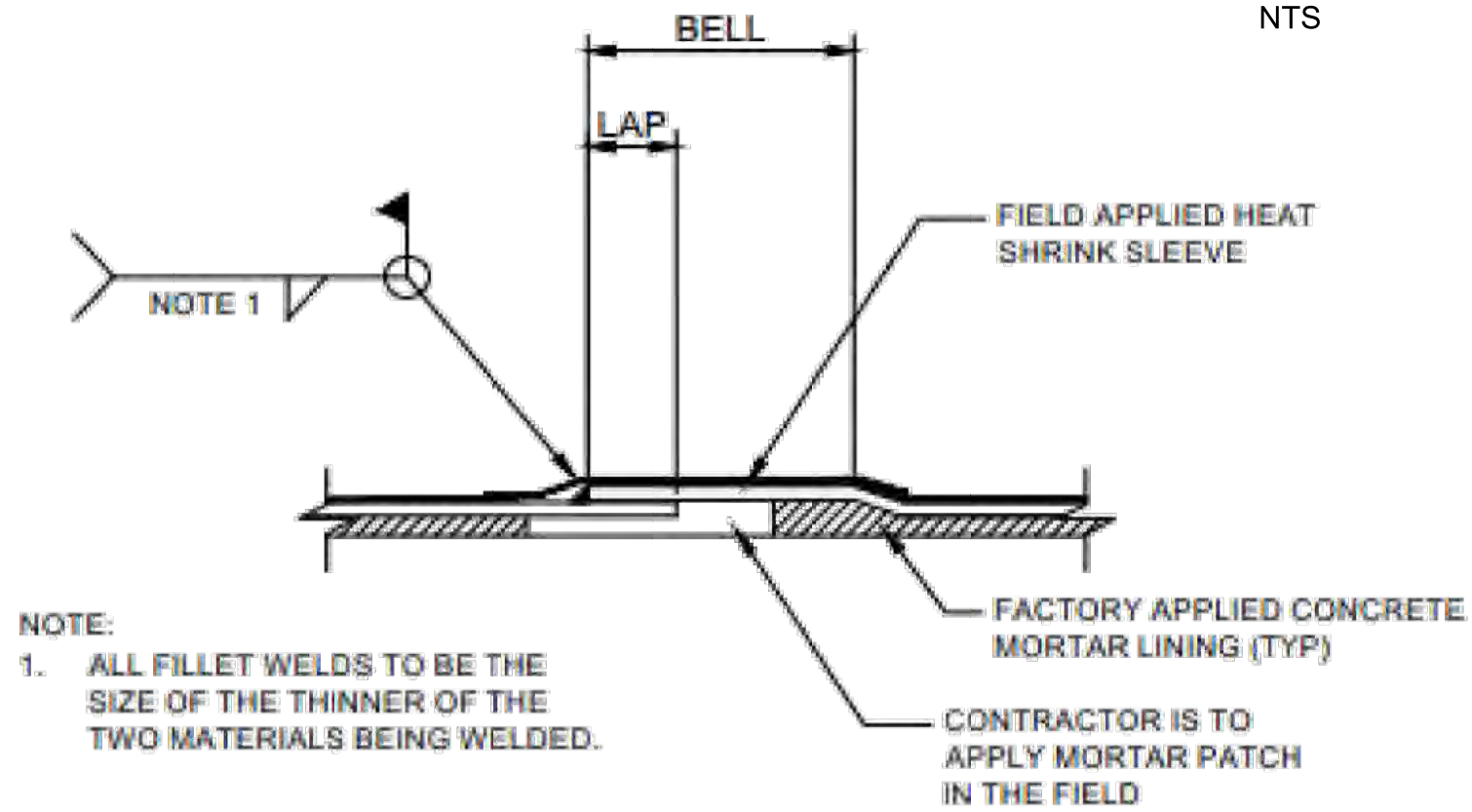
SINGLE-V BUTT JOINT JOINT DETAIL 2
NTS



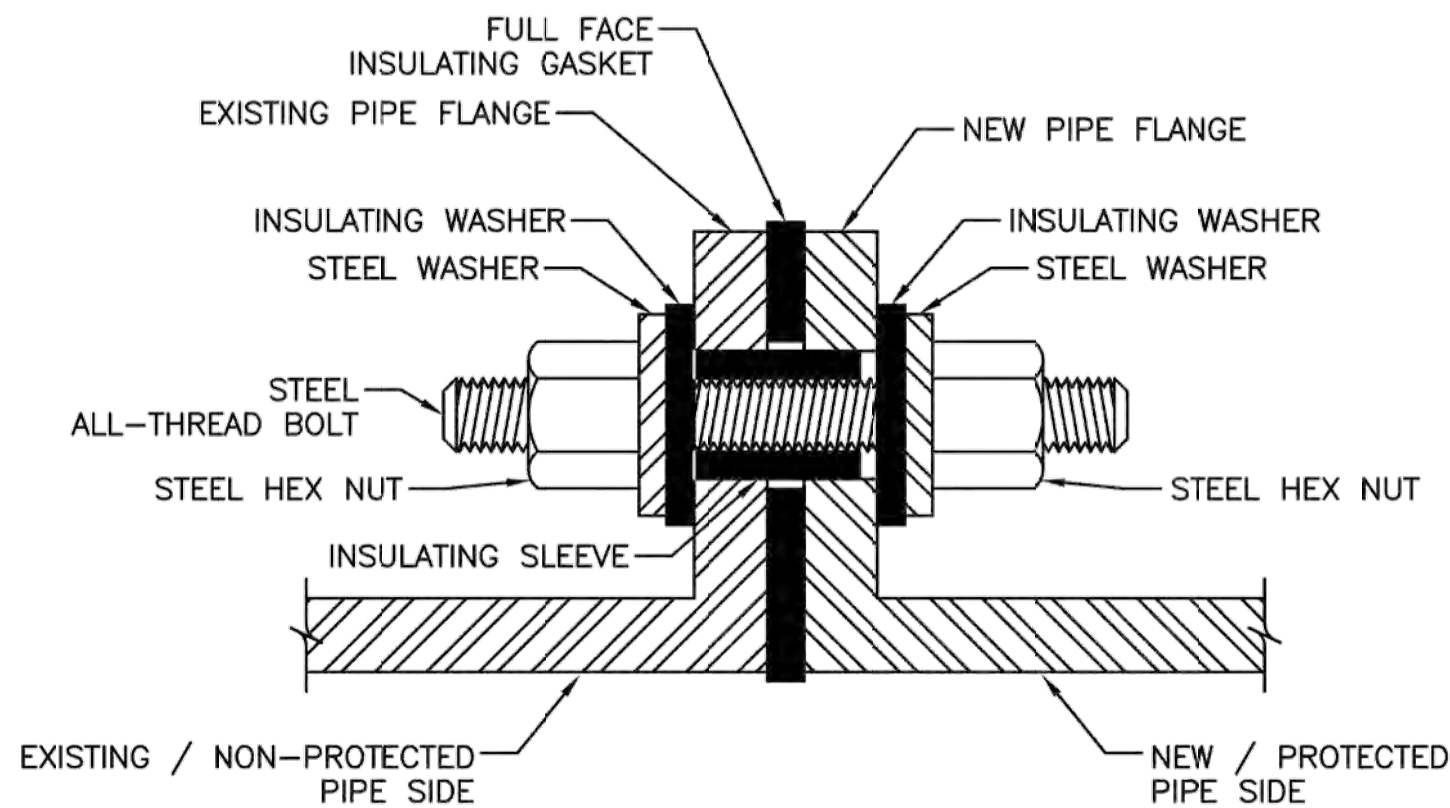
1 WHERE REFERENCED, DRILL AND TAP BEFORE WELDING, A 1/4" HOLE FOR THE AIR-SOAP TEST. PLUG WELD HOLE ON SUCCESSFUL COMPLETION OF THE JOINT TEST. PERFORM JOINT TEST AS SPECIFIED.



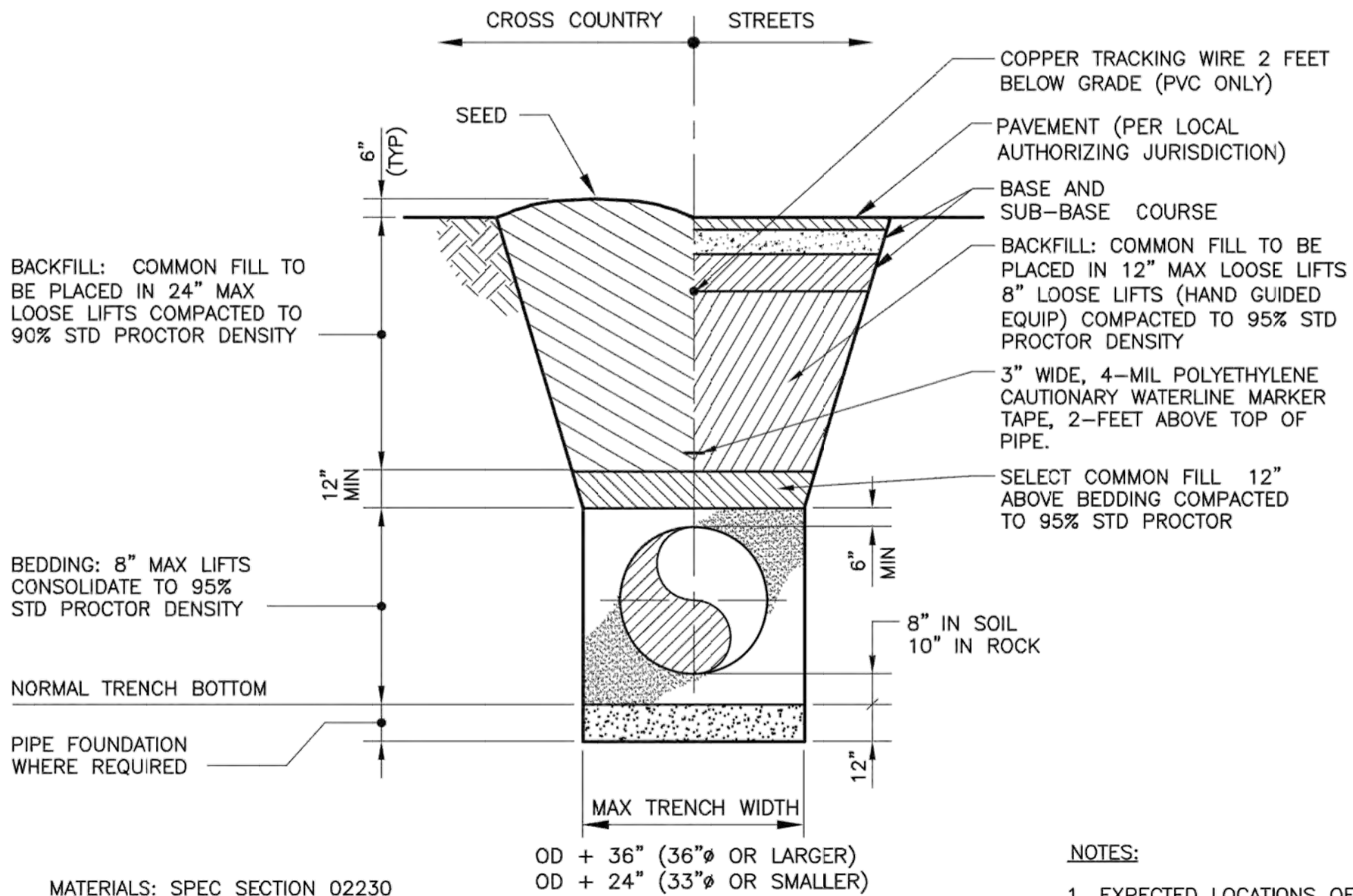
BUTT STRAP JOINT WELD 3
NTS



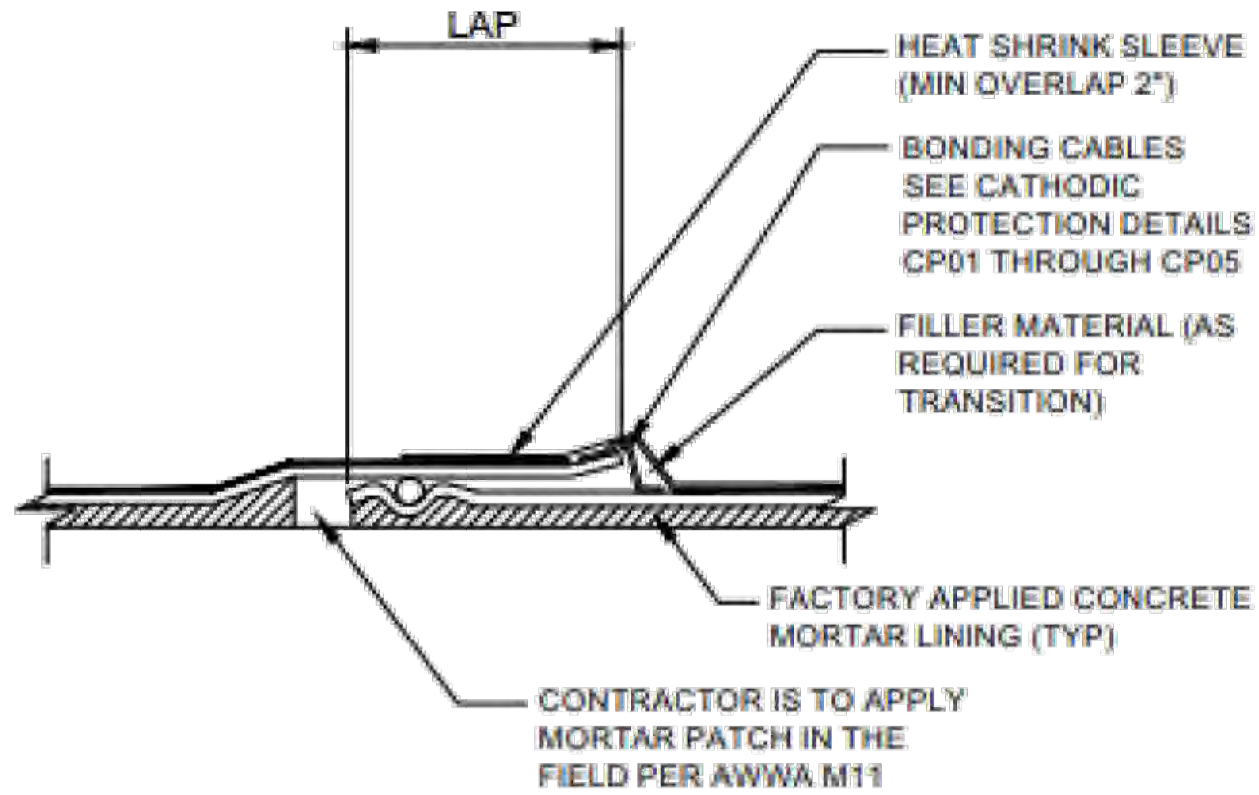
SINGLE-WELDED JOINT RESTRAINED 5
NTS



FLANGE ISOLATION DETAIL (DOUBLE WASHER SET FOR ABOVE OR VAULTED APPLICATIONS) 6
NTS



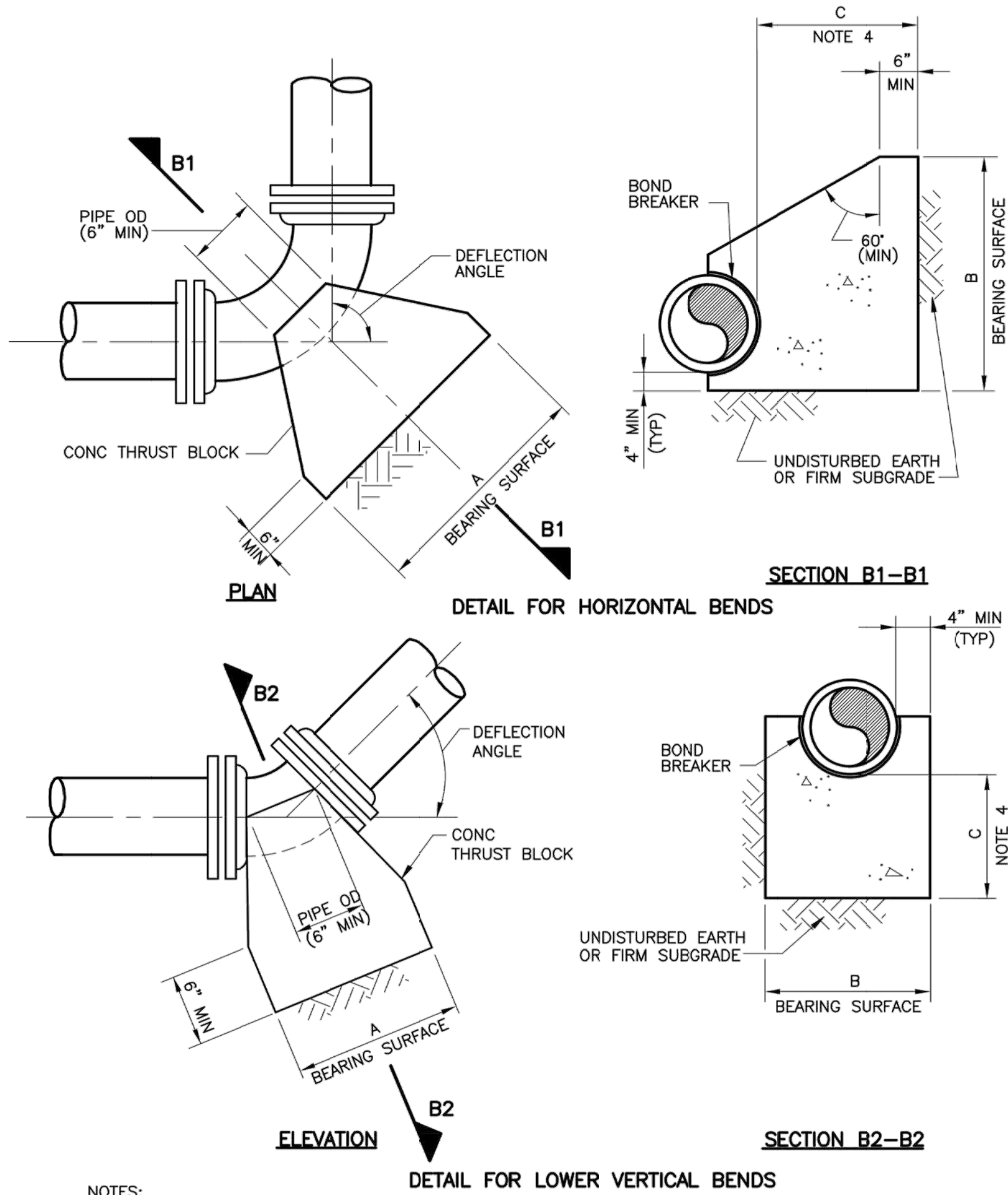
TYPICAL TRENCH DETAIL 4
NTS



STEEL PIPE GASKET JOINT FINISHING DETAIL 5
NTS

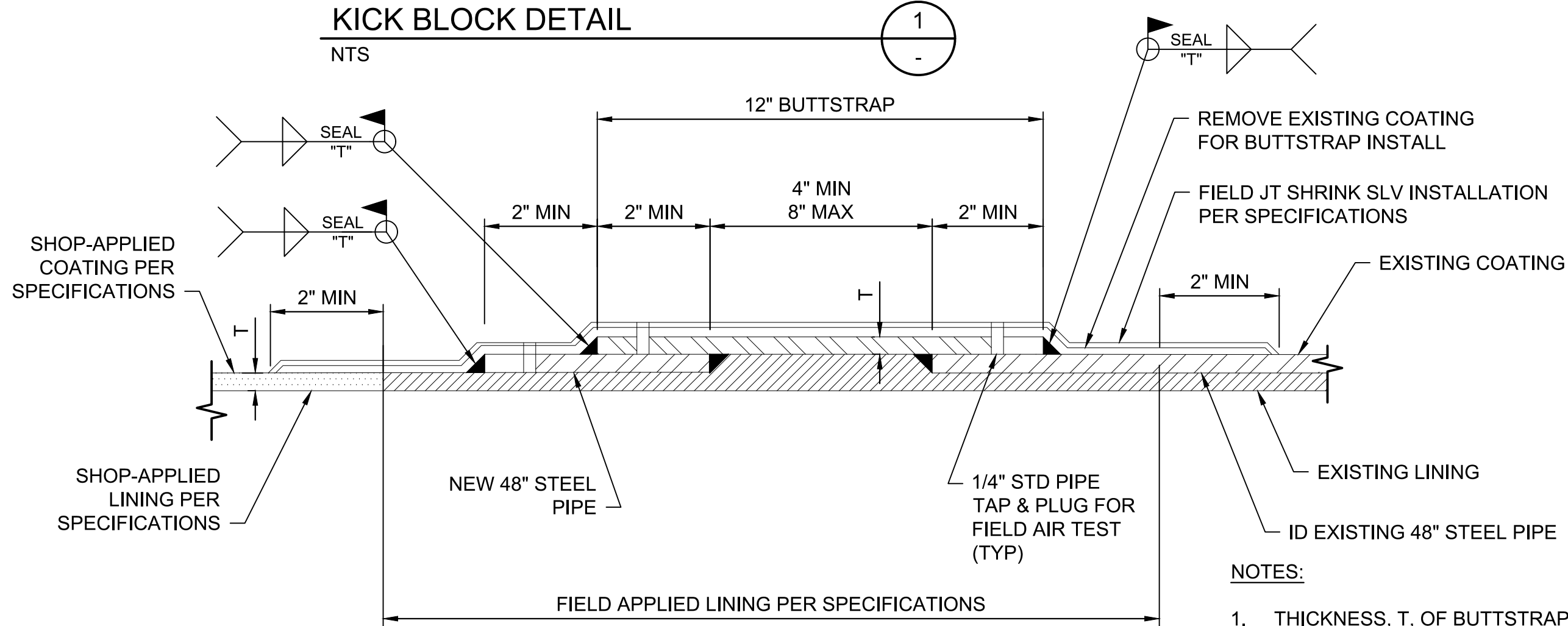
NOTES:
1. EXPECTED LOCATIONS OF REQUIRED FULL ZONE PIPE BEDDING ARE BASED ON EXISTING AND ANTICIPATED FUTURE ROADWAY ROW LOCATIONS, DEPTH OF BURY GREATER THAN 10- FEET, STREAM CROSSING LOCATIONS, AND EXPECTED HIGH GROUNDWATER CONDITIONS IN WETLANDS.

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- NOTES:
1. MAXIMUM TEST PRESURE = 1.25 X DESIGN PRESSURE
 2. MINIMUM ALLOWABLE SOIL BEARING PRESSURE = 1000 PSF
 3. BEARING AREA = A x B
 4. C SHALL BE GREATER THAN A/2 AND B/2.
 5. FOR FITTING ANGLES BETWEEN THE RANGES LISTED, USE THRUST BLOCKS/ RESTRAINING LENGTHS FOR THE GREATER FITTING ANGLE.

KICK BLOCK DETAIL
NTS



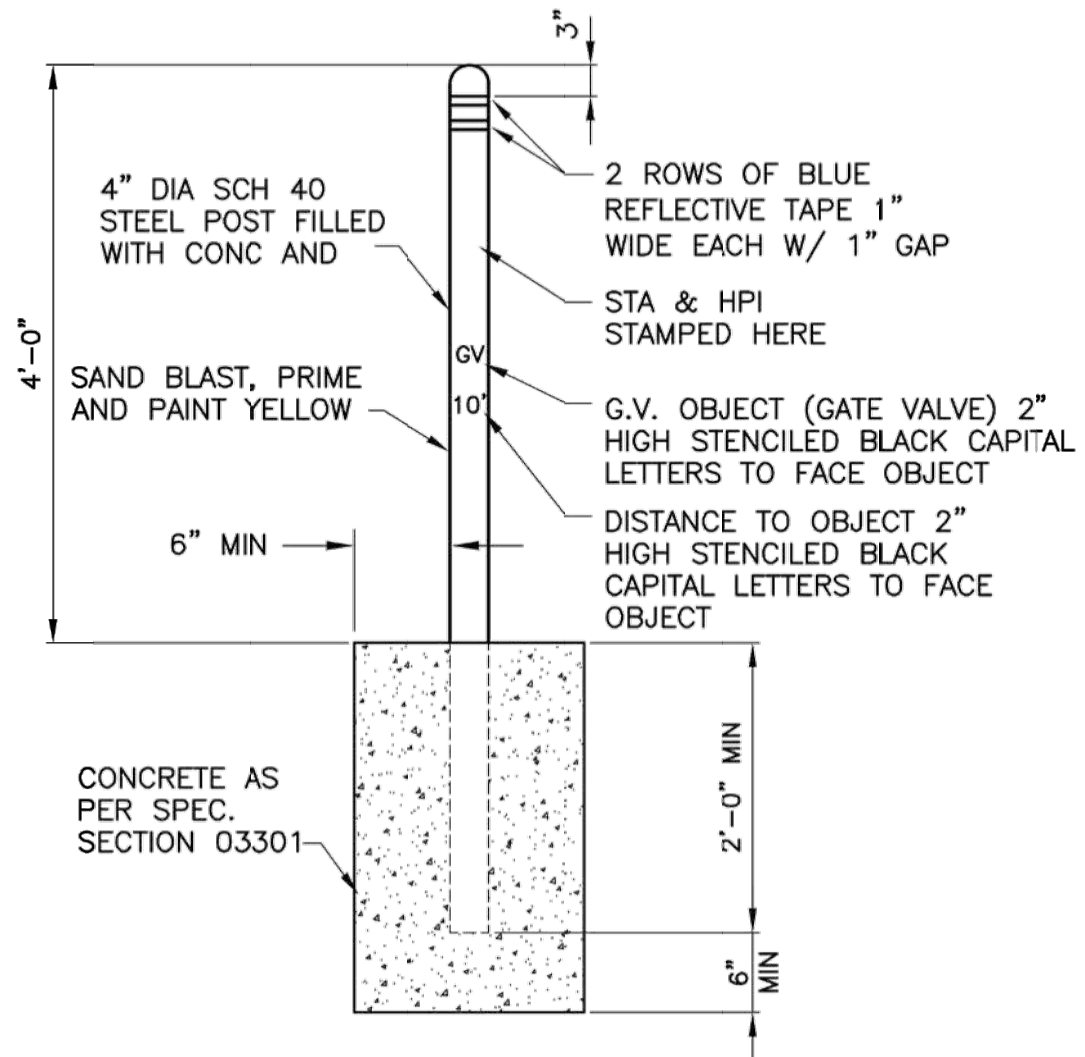
CONNECTION TO EXISTING PIPE JOINT
NTS

- NOTES:
1. THICKNESS, T, OF BUTTSTRAP AND WELDS TO EQUAL TO NEW PIPE WALL THICKNESS.
 2. BUTTSTRAP AROUND FULL CIRCUMFERENCE OF PIPE JOINT.
 3. PROVIDE A SMOOTH GROUT TRANSITION BETWEEN PIPE ID'S.

MINIMUM RESTRAINT LENGTH – FEET (NOT ALL MAY BE SHOWN ON PP DRAWINGS)																
DESIGN/ TEST PRESSURE (PSI)	NOMINAL PIPE DIA (IN)	HORIZONTAL OR VERTICAL UP BEND ANGLE (DEG)										VERTICAL DOWN BEND ANGLE (DEG)				DEAD END
		10	20	30	40	50	60	70	80	90	10	20	30	40		
150	12	3	7	10	14	18	22	27	32	38	11	21	33	44	92	
	24	6	12	18	25	32	39	48	57	68	20	39	60	81	168	
	30	7	14	22	30	38	47	57	68	81	24	48	72	98	204	
	36	8	16	25	34	44	54	65	78	93	28	56	84	115	237	
187.5	42	9	19	28	38	49	61	74	88	105	31	63	96	130	269	
	48	10	20	31	42	54	67	81	97	116	35	70	107	145	299	
	54	11	22	34	46	59	72	88	105	125	38	77	117	159	328	

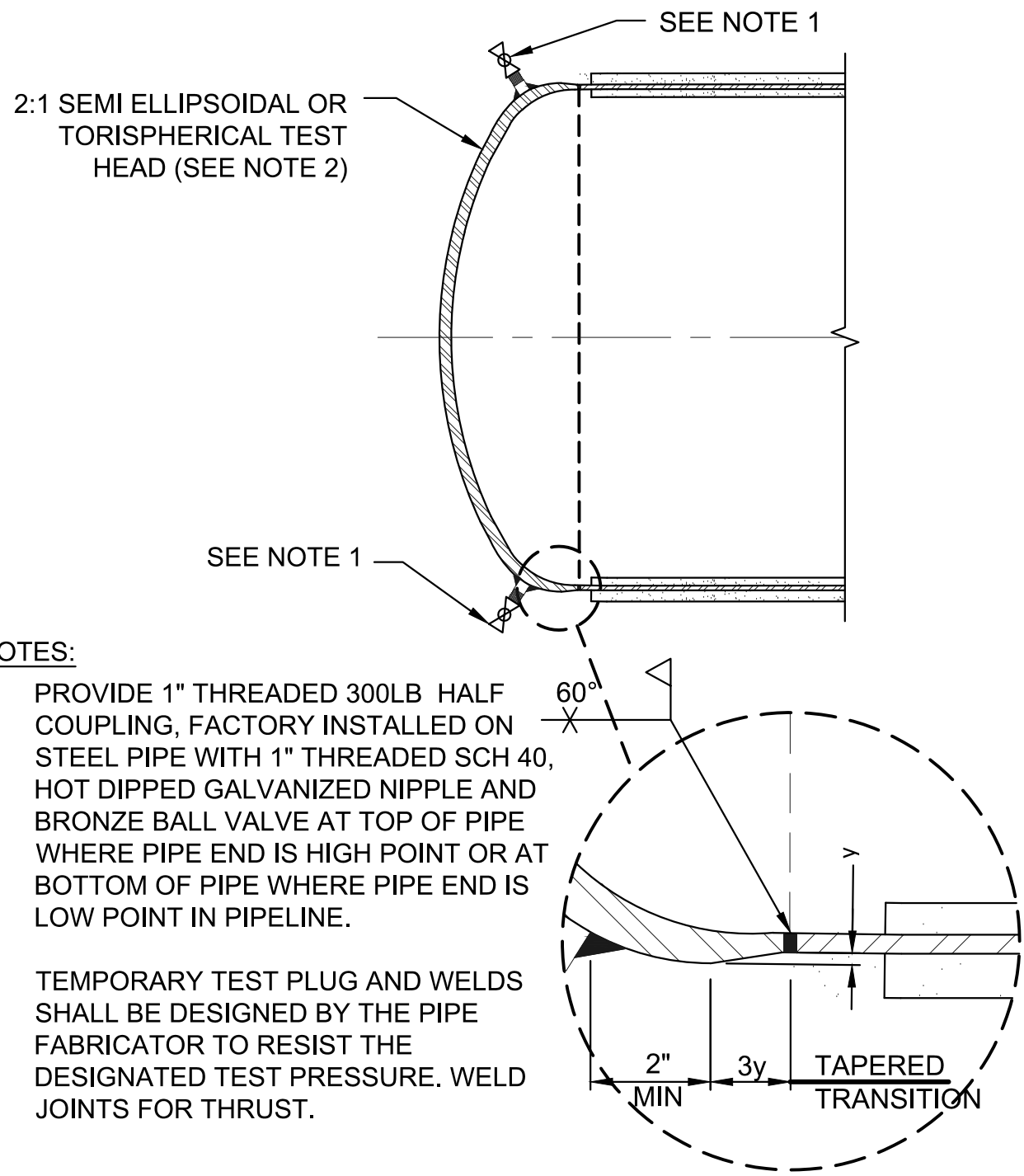
- NOTES:
1. WELDED JOINTS WILL BE REQUIRED AT ALL HORIZONTAL AND VERTICAL DEFLECTIONS GREATER THAN 2-DEGREES.
 2. MAINLINE ISOLATION VALVES, PLUGS, BLOCKS, AND TEES SHALL BE RESTRAINED AS REQUIRED FOR DEAD END THRUST.
 3. SINGLE LAP WELDS WILL BE ALLOWED FOR ALL DEAD END THRUST RESTRAINT, PROVIDING THAT NO DEFLECTIONS OCCUR WITHIN THE DEAD END RESTRAINING LENGTH. DEFLECTIONS WITHIN THE DEAD END RESTRAINING LENGTH SHALL BE CONSIDERED ADDITIVE.
 4. RESTRAINT AT HORIZONTAL AND VERTICAL DEFLECTIONS SHALL REQUIRE DUAL LAP WELDS AT THE FITTING AND THE FIRST JOINT 15- FEET BEYOND THE FITTING PI ON BOTH SIDES, IF WITHIN THE MINIMUM RESTRAINING LENGTH REQUIRED FOR THRUST RESTRAINT. SINGLE LAP WELDS WILL BE ALLOWED FOR THE BALANCE OF JOINTS WITHIN THE REQUIRED FITTING RESTRAINING LENGTH.
 5. RESTRAINT LENGTHS ARE FOR STEEL AND DUCTILE IRON PIPE. RESTRAINT LENGTHS ARE FOR ONE SIDE OF FITTING AND/OR VALVES.

BEARING AREA REQUIREMENTS					
NOM. PIPE DIA IN.	DEAD END & TEES	90 DEGREE BEND	45 DEGREE BEND	22.5 DEGREE BEND	11.25 DEGREE BEND
8	12.03	17.01	9.21	4.69	2.36
48	379.02	536.01	290.09	147.89	74.30



- NOTES:
1. SEE GENERAL NOTES AND SPECIFICATIONS FOR LOCATIONS
 2. POST TO BE LOCATED DIRECTLY OVER CENTERLINE OF PIPE AT HPI OR VALVE

MARKER POST DETAIL
NTS



- NOTES:
1. PROVIDE 1" THREADED 300LB HALF COUPLING, FACTORY INSTALLED ON STEEL PIPE WITH 1" THREADED SCH 40, HOT DIPPED GALVANIZED NIPPLE AND BRONZE BALL VALVE AT TOP OF PIPE WHERE PIPE END IS HIGH POINT OR AT BOTTOM OF PIPE WHERE PIPE END IS LOW POINT IN PIPELINE.
 2. TEMPORARY TEST PLUG AND WELDS SHALL BE DESIGNED BY THE PIPE FABRICATOR TO RESIST THE DESIGNATED TEST PRESSURE. WELD JOINTS FOR THRUST.

BULKHEAD TEST DETAIL
NTS

PROJECT

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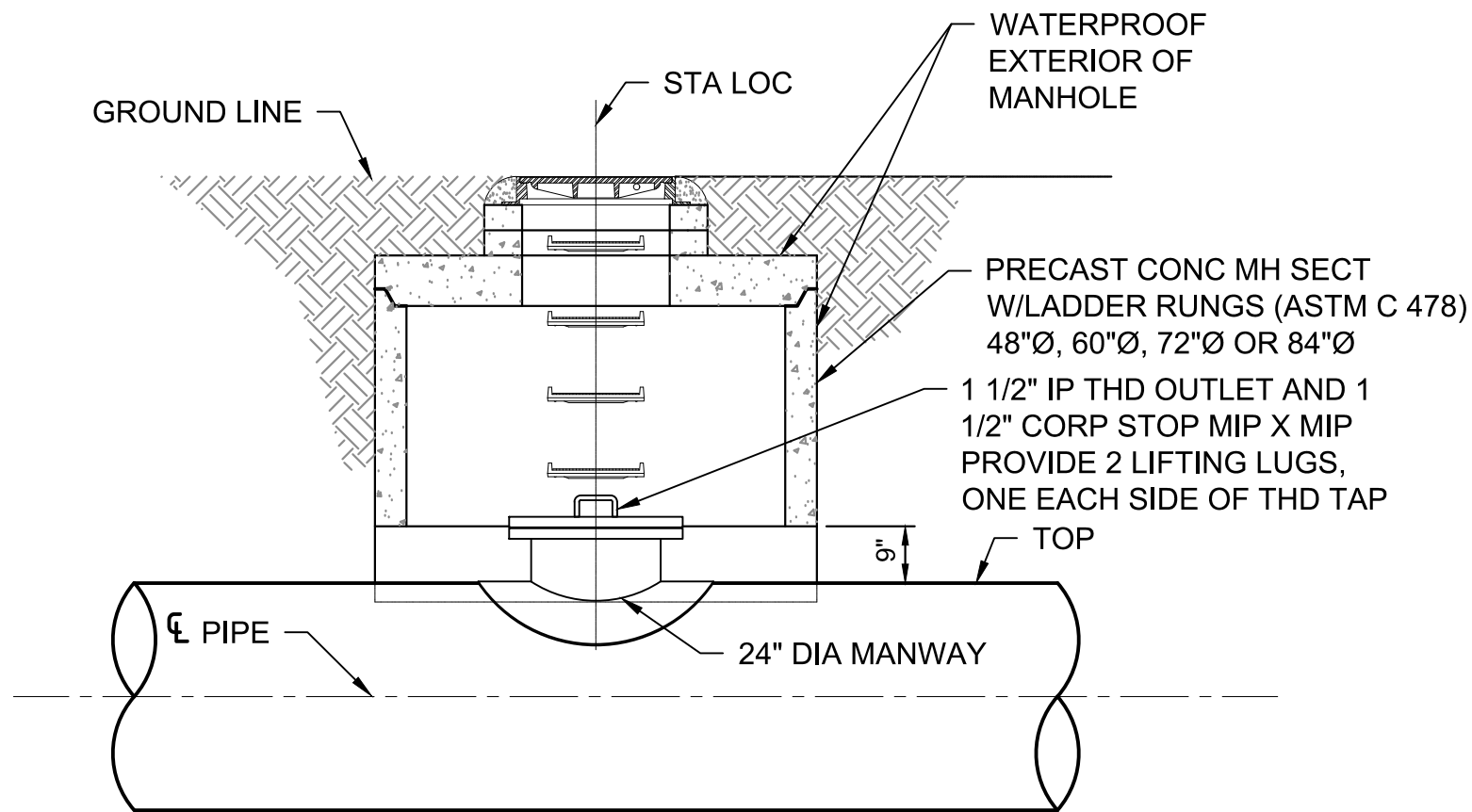
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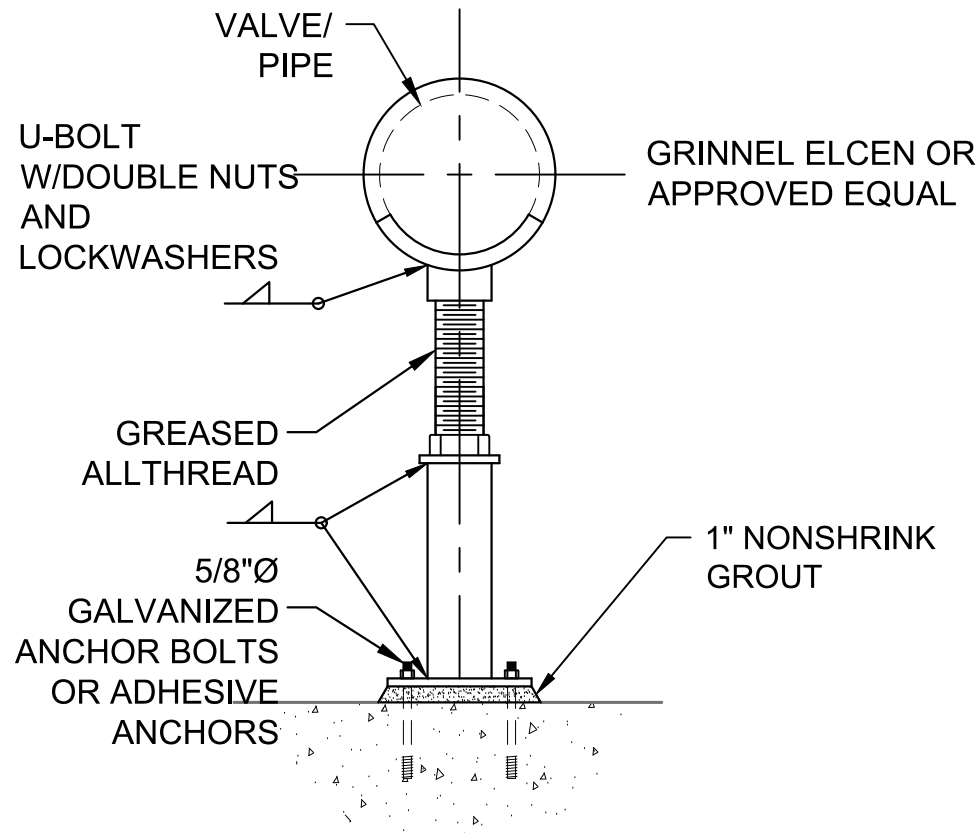
DETAILS 3 OF 5

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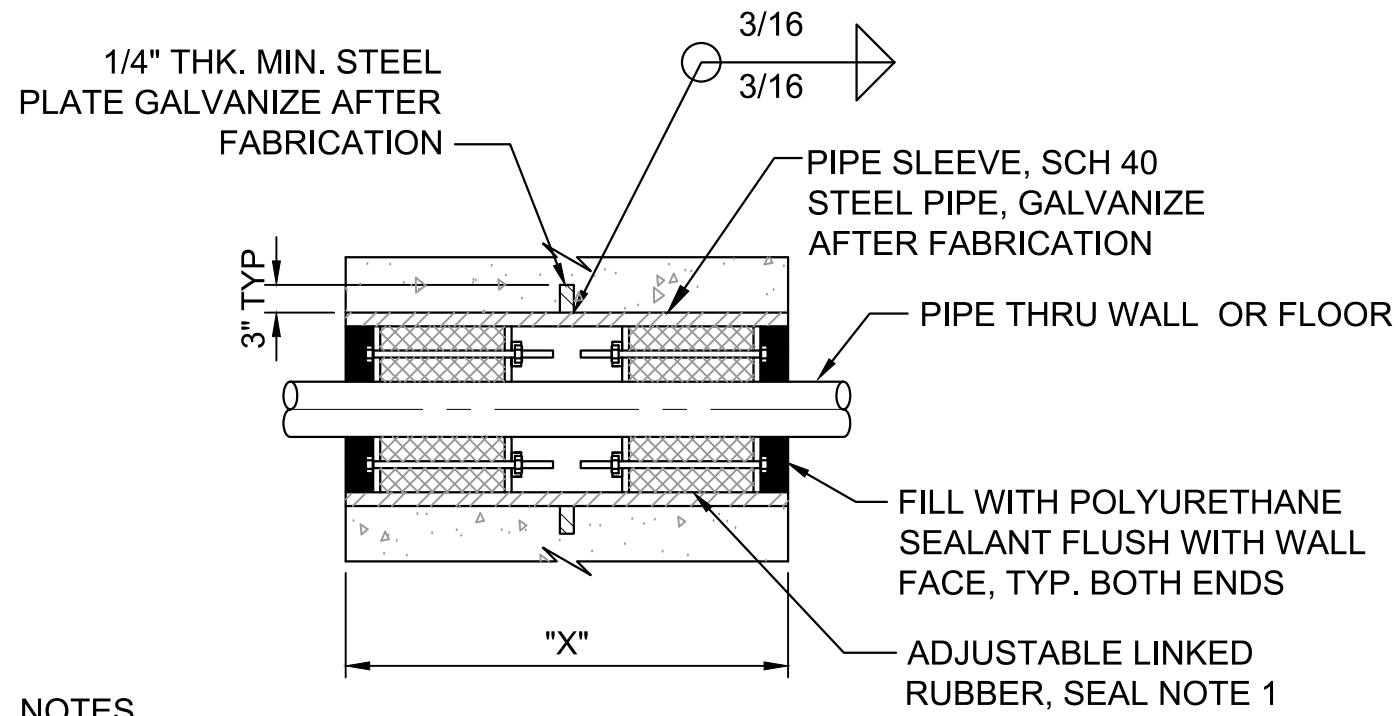
06



24" MANWAY DETAIL
NTS

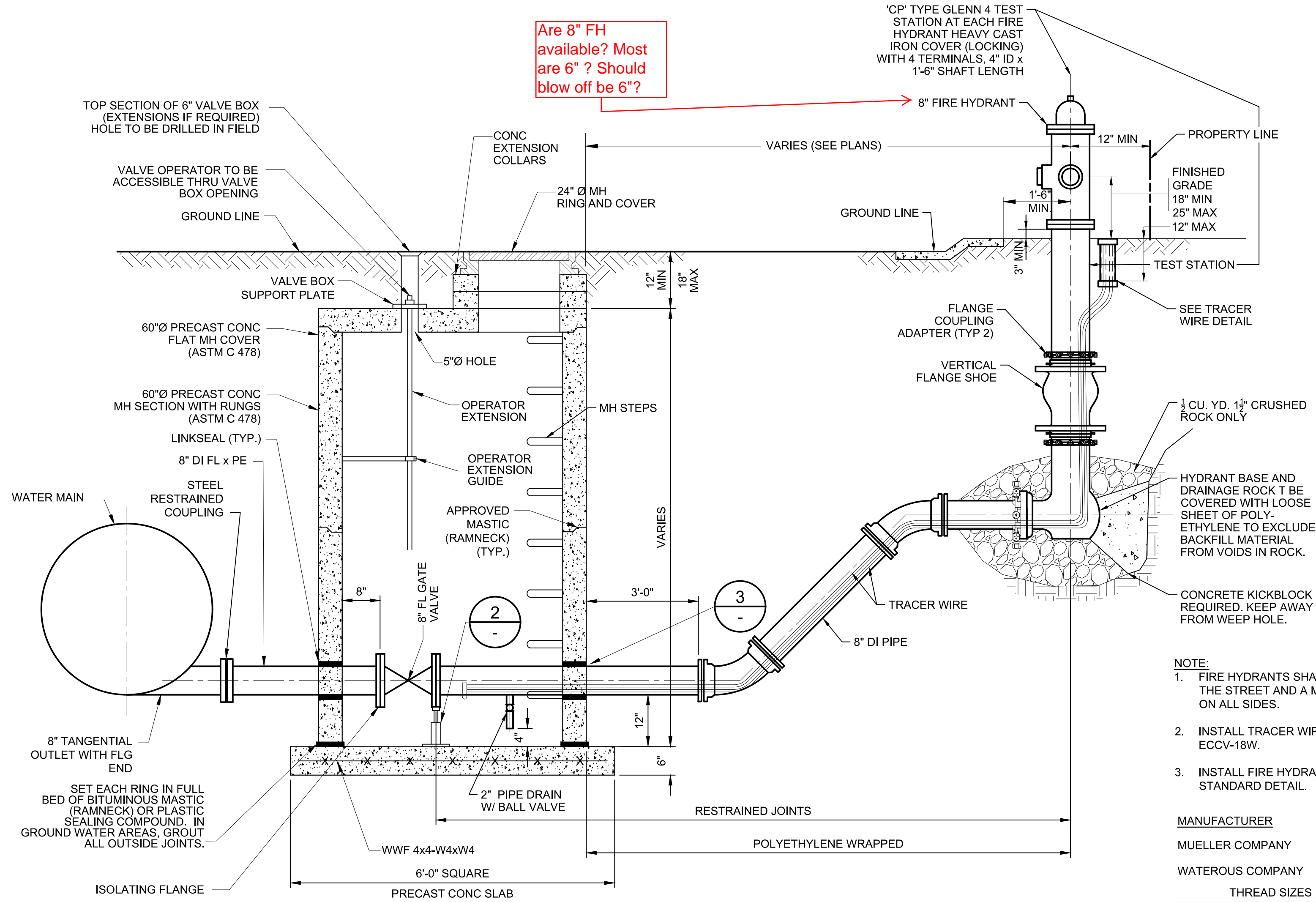


ADJUSTABLE
VALVE / PIPE SUPPORT
NTS



- NOTES
- FOR WALL THICKNESS "X" LESS THAN 8" USE ONE ADJ. LINKED RUBBER SEAL. FOR WALL THICKNESS "X" EQUAL TO OR GREATER THAN 8" USE TWO SEALS.

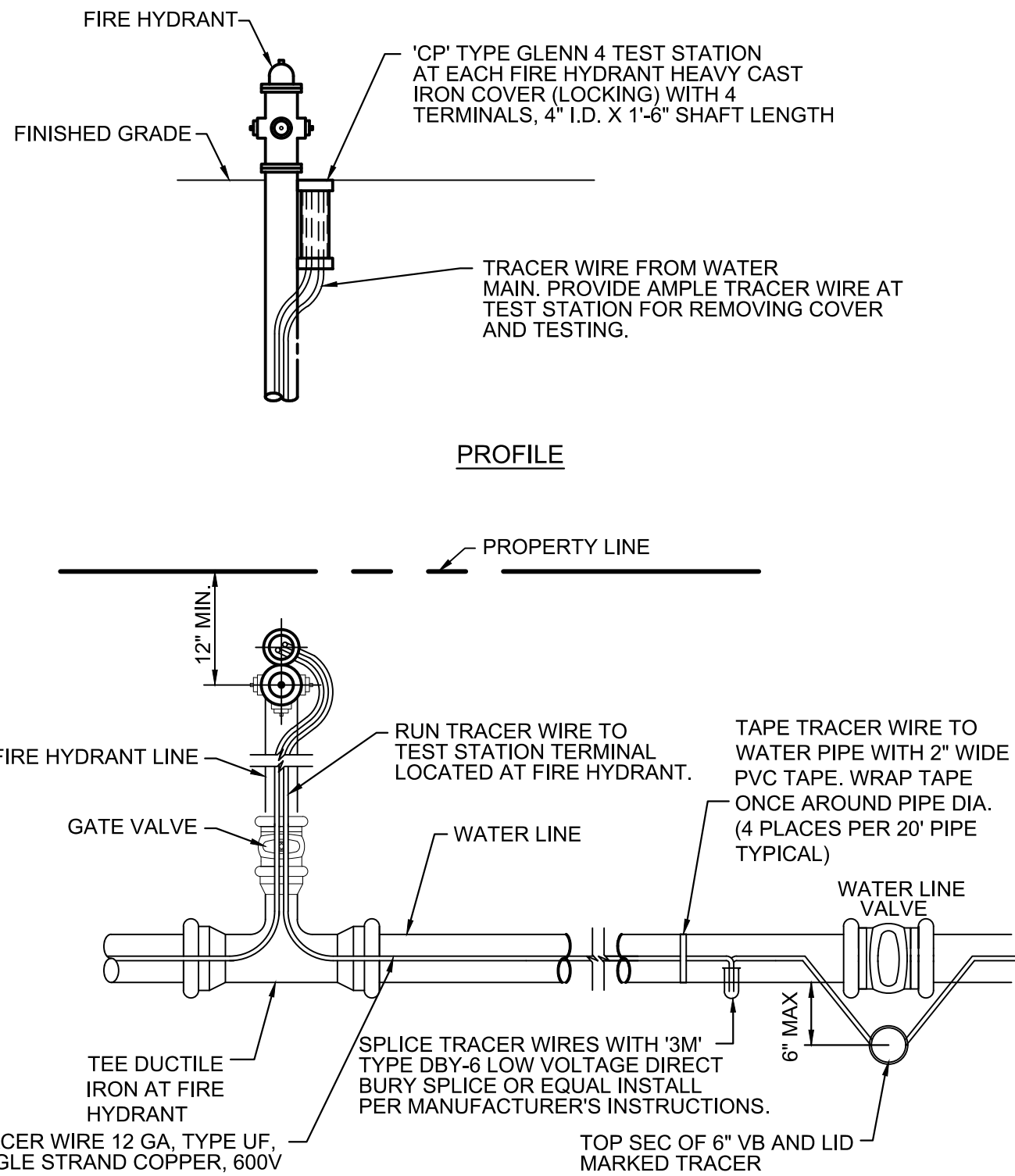
CONTINUOUS WALL PENETRATION
NTS



BLOWOFF DETAIL
NTS

- NOTE:
- FIRE HYDRANTS SHALL BE UNOBSTRUCTED TO THE STREET AND A MINIMUM CLEARANCE OF 3' ON ALL SIDES.
 - INSTALL TRACER WIRE PER STANDARD DETAIL ECCV-18W.
 - INSTALL FIRE HYDRANT GUARDS PER STANDARD DETAIL.

<u>MANUFACTURER</u>	<u>MODEL NO.</u>	
MUELLER COMPANY	CENTURION MODEL 423	
WATEROUS COMPANY	PACER WB-67-250	
THREAD SIZES FOR CONNECTIONS		
FIRE DISTRICT	PUMPER CONNECTION	HOSE CONNECTION
SOUTH METRO	4 1/2" NAT. STD.	2 1/2" NAT. STD.
CUNNINGHAM	4 1/2" NAT. STD.	2 1/2" NAT. STD.

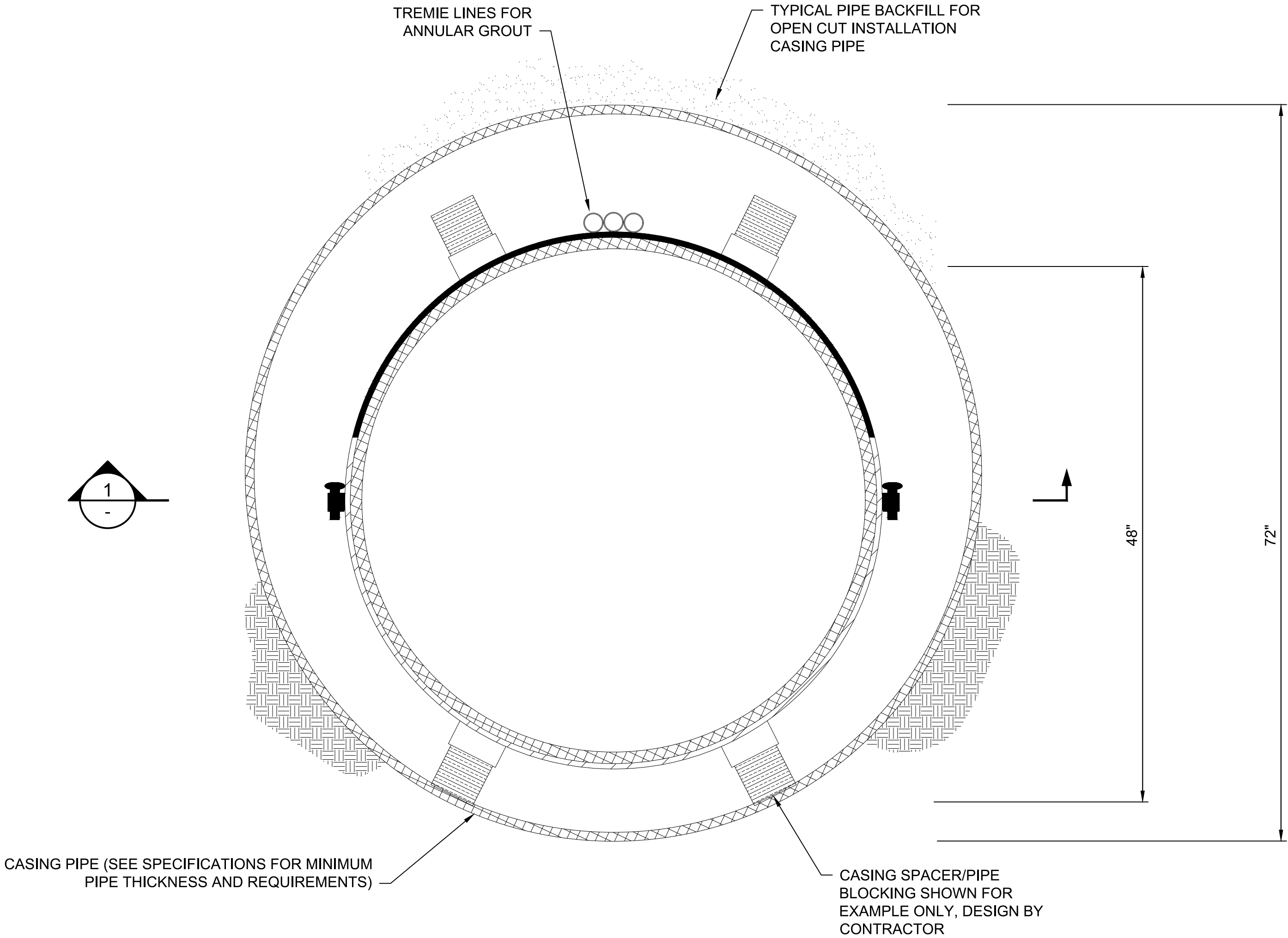


TRACER WIRE
INSTALLATION DETAIL
NTS

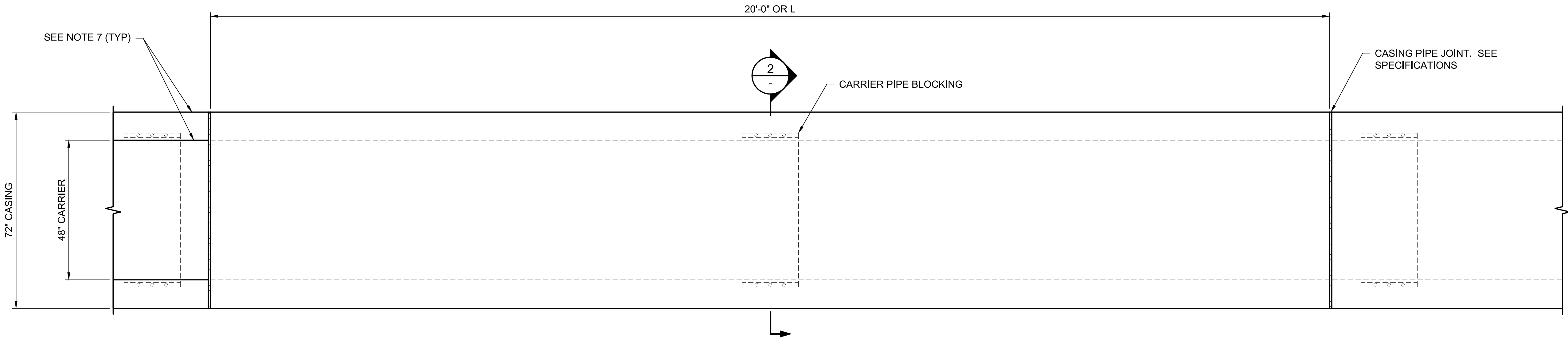
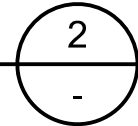
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GENERAL CASING PIPE JOINT NOTES:

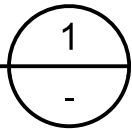
1. CASING PIPE JOINTS SHALL BE EITHER WELDED OR LOCK JOINTS SUCH AS PERMALOK. GENERAL WELD NOTES ARE PROVIDED BELOW. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS.
2. PIPE SEGMENTS SHALL UTILIZE A COMBINATION OF SQUARE AND BEVELED ENDS.
3. A FULLY PENETRATING WELD SHALL BE USED TO CONNECT PIPE SEGMENTS.
4. ALL FULL PENETRATION WELDS SHALL BE CAPABLE OF RESISTING INSTALLATION LOADS AND SHALL BE COMPLETED PRIOR TO ALIGNMENT INSTALLATION.
5. BEVEL ANGLE AND WELD SPECIFICS SHALL B E SUBMITTED AND APPROVED BY THE ENGINEER BASED ON THE CASING PIPE SIZE.
6. CASING PIPE MUST REMAIN ELECTRICALLY ISOLATED FROM CARRIER PIPE TEST AND VERIFICATION MUST BE PERFORMED BY QUALIFIED CATHODIC PROTECTION PERSONNEL PRIOR TO ANNULAR GROUT INSTALLATION.
7. CONTRACTOR TO VERIFY CASING NOT IN ELECTRICAL CONTACT WITH A CARRIER PIPE. INSTALL CATHODIC TEST STATION AT BOTH ENDS OF CASING. TEST STATION DESIGN CONSISTENT WITH CDM NORTHERN PIPELINE DESIGN SHEETS CP-1 THROUGH CP-16. VERIFY ISOLATION BEFORE, AFTER, AND DURING CONSTRUCTION.



CARRIER AND CASING PIPE CROSS SECTION
NTS



CARRIER PIPE LONGITUDINAL SECTION
NTS



PROJECT

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DETAILS 5 OF 5

SHEET NUMBER

08