THE AURORA HIGHLANDS COMMUNITY **AUTHORITY BOARD ("CAB")**

8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Phone: 303-779-5710

NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors:	Office:	Term/Expiration:
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 25, 2021
TIME:	1:00 P.M.
PLACE:	Information Center
	3900 E. 470 Beltway
	Aurora, CO 80019

THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED **PHYSICAL LOCATION.**

DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS CAB BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA MICROSOFT TEAMS AT:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting OGUyMWZkNTUtYjM1YS00MDQ4LTgwNzctMmZmNmY1YzY1YTZj %40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%2278e91a46-bdcc-4fe5-980c-8ff3dcc70755%22%7d

Or call in (audio only) +1 720-547-5281, 955265212# United States, Denver Phone Conference ID: 955 265 212#

ADMINISTRATIVE MATTERS I.

Present disclosures of potential conflicts of interest. A.

- 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.

A. Review and consider approval of the February 18, 2021 special meeting minutes (enclosure).

III. LEGAL MATTERS

- A. Discuss and consider approval and acceptance of City of Aurora L.A. 21-05; Addendum to Master License Agreement No. M.L.A. 19-107 by and between the City of Aurora and the CAB (The Aurora Highlands Filing No. 4) (enclosure).
- B. Discuss and consider approval and acceptance of City of Aurora L.A. 21-06; Addendum to Master License Agreement No. M.L.A. 19-107 by and between the City of Aurora and the CAB (The Aurora Highlands Filing No. 5) (enclosure).
- C. Discuss and consider approval and acceptance of City of Aurora L.A. 21-07; Addendum to Master License Agreement No. M.L.A. 19-107 by and between the City of Aurora and the CAB (The Aurora Highlands Filing No. 10) (enclosure).
- D. Acknowledge acceptance of Fire Lane and Public Access Easement from GVR King Commercial, LLC to CAB (enclosure).
- E. Acknowledge acceptance of Fire Lane and Public Access Easement from Aurora Tech Center Holdings, LLC to CAB (enclosure).
- F. Discuss and acknowledge Quitclaim Deed and Confirmation of Easement (38th Parkway) by and between Public Service Company of Colorado, as Grantor, and the City of Aurora, Colorado, as Grantee.
- G. Discuss status of Aerotropolis Regional Transportation Authority ("ARTA") Inclusions and Regional Transportation System Projects.
 - i. Presentation by Director Hopper (enclosure).
- H. Discuss timing for potential inclusions and exclusions of property from the CAB member districts. Schedule special meetings for certain CAB member districts, as needed.

IV. FINANCIAL MATTERS

- A. Discuss and approve processing March 2021 Series 2020A Draw.
 - 1. Discuss and consider approval of acceptance of CAB and Aerotropolis Area Coordinating Metropolitan District ("District") Engineer's Report and Verification of Costs Associated with Public Improvements (Draw No. 33) Engineer's Report and Verification of Costs No. 10 prepared by Schedio Group LLC (enclosure).
 - 2. Discuss and consider adoption of Resolution of the Board of Directors of the CAB Authorizing a Draw on March 31, 2021 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A (enclosure).

V. MANAGER MATTERS

A. Manager's Report (enclosure).

VI. COVENANT ENFORCEMENT AND COMMUNITY ENGAGEMENT MATTERS

A. Other.

VII. EXECUTIVE SESSION

A. Convene in executive session pursuant to Section 24-6-402(4)(e)(I), 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.

VIII. OTHER BUSINESS

IX. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 15, 2021.

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MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD ("CAB") HELD FEBRUARY 18, 2021

A special meeting of the Board of Directors of the CAB, County of Adams (referred to hereafter as the "Board") was convened on Thursday, February 18, 2021 at 1:22 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the CAB Board meeting was held and properly noticed to be held via video enabled web conference, with Director Shearon attending in person at the physical meeting location. The meeting was open to the public via videoconference.

Directors In Attendance Were:

Matt Hopper (AACMD Rep.) Michael Sheldon (TAH MD 1 – 3 Rep.) Carla Ferreira (AACMD Rep.) Cynthia ("Cindy") Shearon (AACMD Rep.) Deanna Hopper (ATEC 2 Rep.)

Also In Attendance Was:

Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C. Tony Felitsky, Tony DeVito and Dave Center; AECOM Debra Sedgeley, Zach Leavitt, Denise Denslow, Anna Jones and Celeste Terrell; CliftonLarsonAllen LLP ("CLA") Kamille Curylo, Esq. and Tanya Lawless, Esq.; Kutak Rock LLP Curren Vite: JHL Constructors, Inc. Karen Reutzel, Esq.; Fairfield and Woods P.C.

ADMINISTRATIVE MATTERS Disclosure of Potential Conflicts of Interest: Attorney Cortese 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 as required by Statute. No new conflicts were disclosed.

<u>Quorum/Confirmation of Meeting Location/Posting of Notice</u>: A quorum for the special meeting was confirmed. The Board entered into a discussion regarding the

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requirements of Section 32-1-903(1), C.R.S., concerning the location of the CAB's Board meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board determined to conduct this meeting at the above-stated location, with Director Shearon attending in person. Due to concerns regarding the spread of COVID-19, and the benefits to the control of the virus by limiting in-person contact, the remaining Board members and consultants attended via videoconference. The Board further noted that notice providing the time, date and video link information was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by any interested person have been received.

<u>Agenda</u>: The Board considered the proposed Agenda for the CAB's special meeting. Following discussion, upon motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote unanimously carried, the Agenda was approved, as presented and the absence of Director K. Sheldon was excused.

Public Comment: There was no public comment.

CONSENT AGENDA The Board considered the following actions:

A. Review and consider approval of January 25, 2021 special meeting minutes.

Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried, the Board approved the Consent Agenda.

LEGAL MATTERSSpecial Warranty Deed from Aurora Highlands, LLC to the CAB for (Parcel
1 - Tracts L, M, N, O, R and V, The Aurora Highlands Subdivision Filing No.
1; and Parcel 2 - Tracts A, B, C, D, F, G, H, I, L, M and N, The Aurora
Highlands Subdivision Filing No. 2): Attorney Cortese reviewed the Special
Warranty Deed with the Board. Following discussion, upon a motion duly made
by Director M. Sheldon, seconded by Director D. Hopper and, upon vote
unanimously carried, the Board accepted the Special Warranty Deed from Aurora
Highlands, LLC to the CAB for (Parcel 1 - Tracts L, M, N, O, R and V, The
Aurora Highlands Subdivision Filing No. 1; and Parcel 2 - Tracts A, B, C, D, F, G,
H, I, L, M and N, The Aurora Highlands Subdivision Filing No. 2.

February 2021 Series 2020A Draw:

CAB and Aerotropolis Area Coordinating Metropolitan District ("District") Engineer's Report and Verification of Costs Associated with Public Improvements (Draw No. 32), Engineer's Report and Verification of Costs No. 9, prepared by Schedio Group LLC ("Engineer's Report"): Ms. Sedgeley reviewed the Engineer's Report with the Board. Following review and discussion, upon a motion duly made by Director D. Hopper, seconded by Director M. Sheldon and, upon vote, unanimously carried by roll call, the Board approved acceptance of the Engineer's Report.

Resolution of the Board of Directors of the CAB Authorizing a Draw on February 25, 2021 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A: Ms. Sedgeley reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director D. Hopper and, upon vote, unanimously carried by roll call, the Board adopted the Resolution of the Board of Directors of the CAB Authorizing a Draw on February 25, 2021 of the CAB Special Tax Revenue Draw-Down Bonds, Series 2020A.

MANAGER MATTERS

<u>COVENANT</u> <u>ENFORCEMENT</u> <u>AND</u> <u>COMMUNITY</u> <u>ENGAGEMENT</u> <u>MATTERS</u> <u>Manager's Report</u>: Ms. Denslow reviewed the Manager's Report with the Board. There were no additional questions from the Board.

Resolution of the Board of Directors of the CAB Adopting Updated The Aurora Highlands Homeowner Handbook: Rules and Regulations, February 2021: Attorney Reutzel reviewed the updates to The Aurora Highlands Homeowner Handbook: Rules and Regulations with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board adopted the Resolution of the Board of Directors of the CAB Adopting Updated The Aurora Highlands Homeowner Handbook: Rules and Regulations, February 2021.

Resolution of the Board of Directors of the CAB Establishing Design Review <u>**Committee and Appointing Members**</u>: Attorney Reutzel reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote unanimously carried, the Board adopted the Resolution of the Board of Director of the CAB Establishing a Design Review Committee and appointed Director M. Hopper and Director Shearon as members of the Design Review Committee.

Resolution of the Board of Directors of the CAB Approving Standing Rules of The Aurora Highlands Design Review Committee: Attorney Reutzel reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved the Resolution of the Board of Director of the CAB Approving Standing Rules of The Aurora Highlands Design Review Committee.

Resolution of the Board of Directors of the CAB Appointing Members to the Community-Wide Architectural Review Committee: Attorney Reutzel reviewed the Resolution with the Board. Following discussion, upon a motion duly made by Director M. Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board adopted the Resolution of the Board of Directors of the CAB Appointing Members to the Community-Wide Architectural Review Committee and appointed Director M. Hopper, Director Shearon and Mike Woodley to the Committee. The Board directed Attorney Reutzel to review the Declaration of Covenants, Conditions and Restrictions regarding the appointment of alternate committee members.

EXECUTIVE SESSION

OTHER BUSINESS None.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Ferreira, seconded by Director M. Sheldon and, upon vote, unanimously carried, the meeting was adjourned at 1:46 p.m.

Respectfully submitted,

By ____

Secretary for the Meeting

CITY OF AURORA L.A. 21-05

ADDENDUM TO MASTER LICENSE AGREEMENT No. M.L.A. 19-107 AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado formed pursuant to C.R.S. Section 29-1-203.5, DATE OF ADDENDUM: _____

Name of subdivision plat: The Aurora Highlands Subdivision Filing No. 4 in a portion of Section 19, 20, 29, 30, Township 3 South, Range 65 West, of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado.

1. The City of Aurora and Aurora Highlands Community Authority Board, entered into Master License Agreement No. 19-107 recorded in the Adams County Clerk and Recorder's Office at Reception Number 2020000048891. When properly completed and approved, this Addendum shall constitute a License under the terms and conditions set forth in the License Agreement.

2. All construction contemplated or performed under this License shall comply with and conform to standards formulated by the Director of Utilities and/or Director of Public Works and/or Director of Parks and Open Space of the City of Aurora with respect to interference with City facilities. Construction permitted under this addendum includes: **as depicted in the attached EXHIBIT A ILLUSTRATIONS, attached hereto and made a part hereof by reference.**

3. Licensee shall notify Public Improvements Inspections at telephone number <u>303-739-7420</u> at least three working days prior to the commencement of the construction or repair of its facilities so that the City may, at its discretion, inspect the operations.

4. All City roads, fencing, and other improvements which are disturbed by the construction of this installation shall be restored to their pre-existing condition within ten (10) days after the completion of construction in the area of this License.

5. If the Licensee does not use the rights herein granted for its installation for a period of one (1) year, or if the Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, and after written notice of failure to comply has been provided to the Licensee by the Licensor, which notice shall permit reasonable time to cure any failure to comply, the City may, at its sole discretion, revoke the License forthwith by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the ten (10) days, the City may remove said installation at Licensee's expense with all liability to Licensee.

6. The City shall provide two (2) hours inspection for each License issued. If the City requires further inspection, Licensee shall pay for additional inspection at the rate set forth in the City's annual service fee schedule for any specific year.

7. Except as expressly amended herein, all provisions of the License Agreement shall apply to the subject matter of the Addendum, including, without limitation, all rules and provisions regarding safety and installation of the additional facilities.

8. In the event Licensee's installation should interfere with the City's use or operation of its property to construct any City improvement, to build any City project or for any municipal purpose in which the city has a financial or ownership interest, at any time hereafter, License shall upon request by the City, and at Licensee's sole expense, relocate, rearrange or remove its installation within a reasonable amount of time so as not to interfere with any such City use.

9. The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement. The City may, at any time, by giving the Licensee thirty (30) days' written notice, require Licensee to remove, replace, modify or otherwise relocate the Licensed Encroachment as part of a Public Project as that term is defined in City Code Section 126-501.

10. Gate installations shall be installed according to City specifications, at the expense of the Licensee. Licensee, its successors and assigns, shall be responsible for installation, maintenance and replacement of the access control gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, Licensee, its successors and assigns, shall be required by the Aurora Fire Department Order Notice that all effected gates be chained and locked in the open position until repaired or replaced, and retested to all City standards at the time of the violation. If the access control gate is not maintained to the satisfaction of the City, this License for the encroachment of the access control gate into the fire lane easement will be revoked and the gating system must be removed. Where required, the gating system will include an approved Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) siren operated system; B) automatic Knox key switch; C) an electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) manual override (in the event of system failure). Licensee shall be required to obtain applicable building permits for the installation of the gating/barrier system prior to installation.

APPROVED:

CITY OF AURORA, COLORADO, a municipal corporation

By:_____

Haley B. Johansen City Engineer

Reviewed by:

Darren Akrie Real Property

ACCEPTANCE

The undersigned authorized officer of The Aurora Highlands Community Authority Board has read the foregoing License Addendum and agrees for and in behalf of said company that it will accept and will abide by all the terms and conditions thereof.

LICENSEE: The Aurora Highlands Community Authority Board

By: _

Matthew Hopper President of the Board

STATE OF COLORADO)) ss. County of Arapahoe)

The above and foregoing instrument was subscribed and sworn to before me this _____ day of ______, 2021, by Matthew Hopper as President of the Board for The Aurora Highlands Community Authority Board.

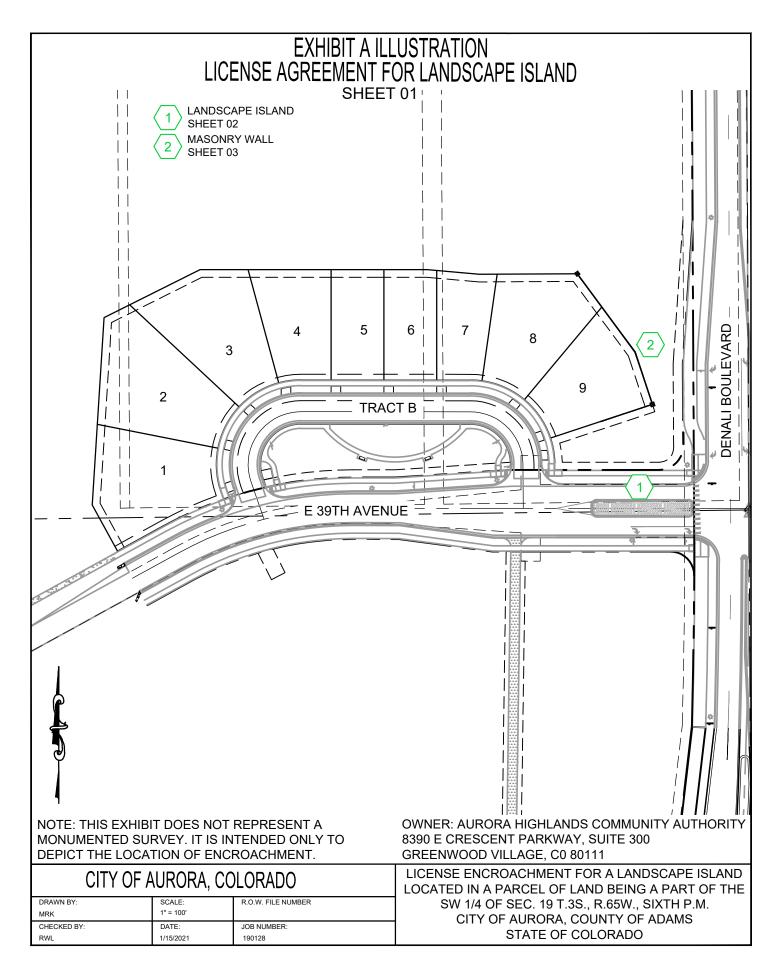
My Commission expires:

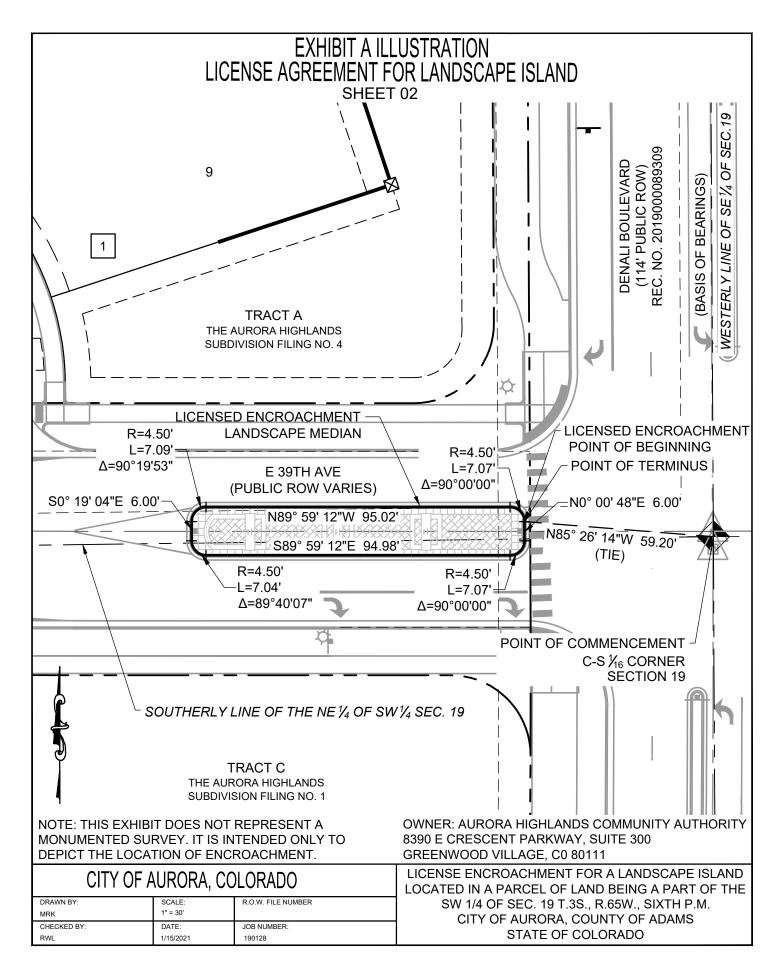
Witness my hand and official seal.

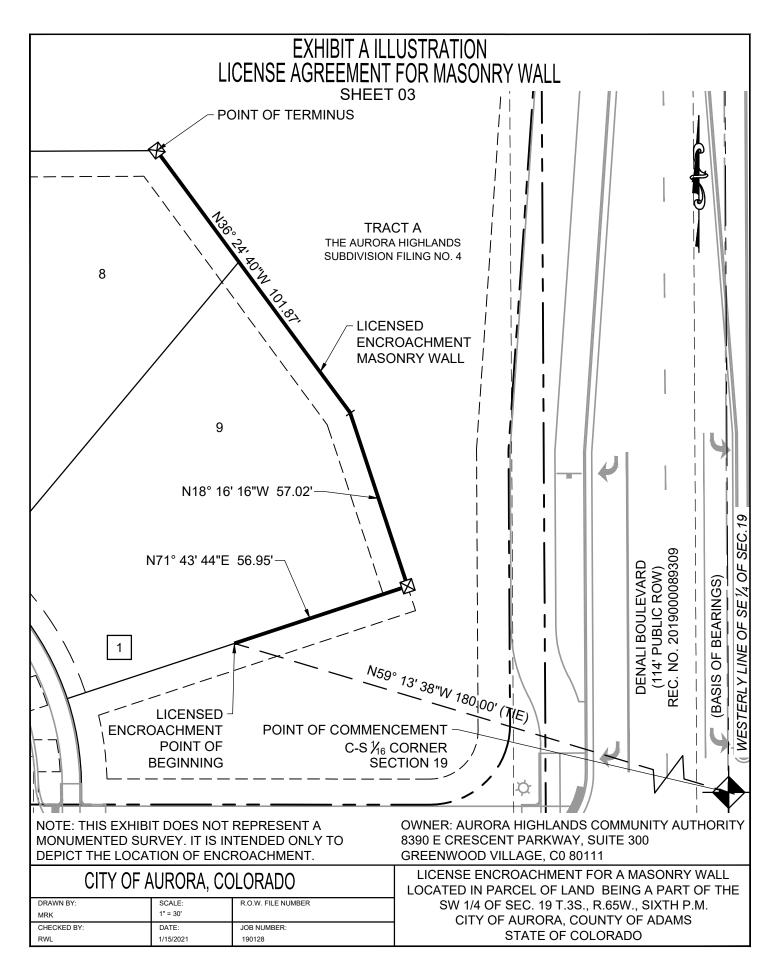
Notary Public

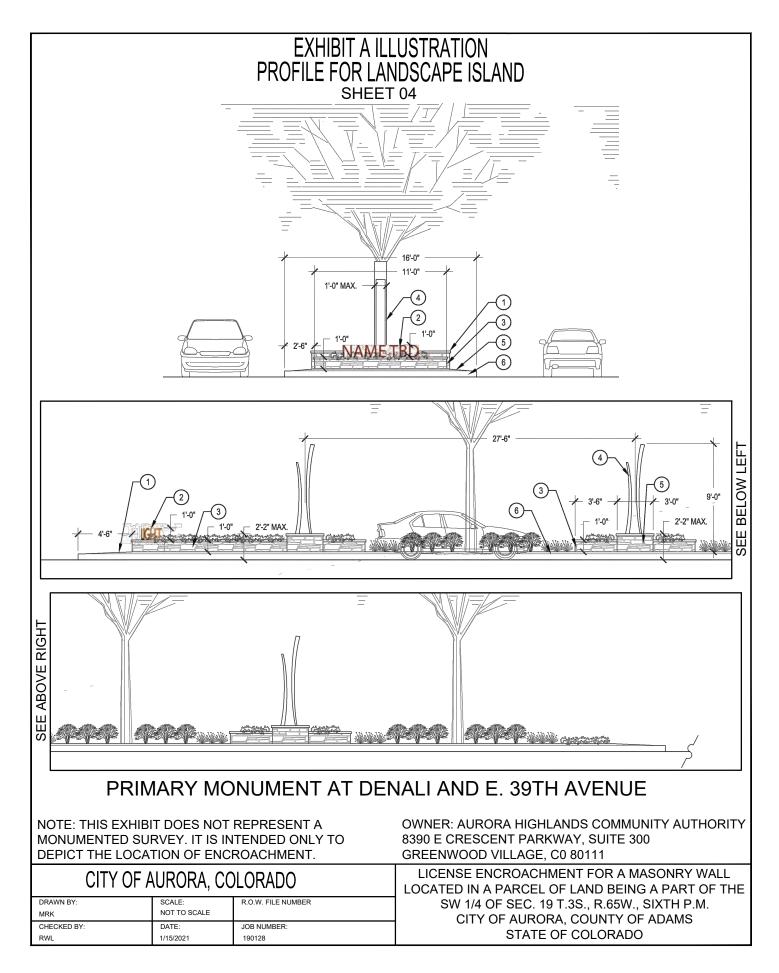
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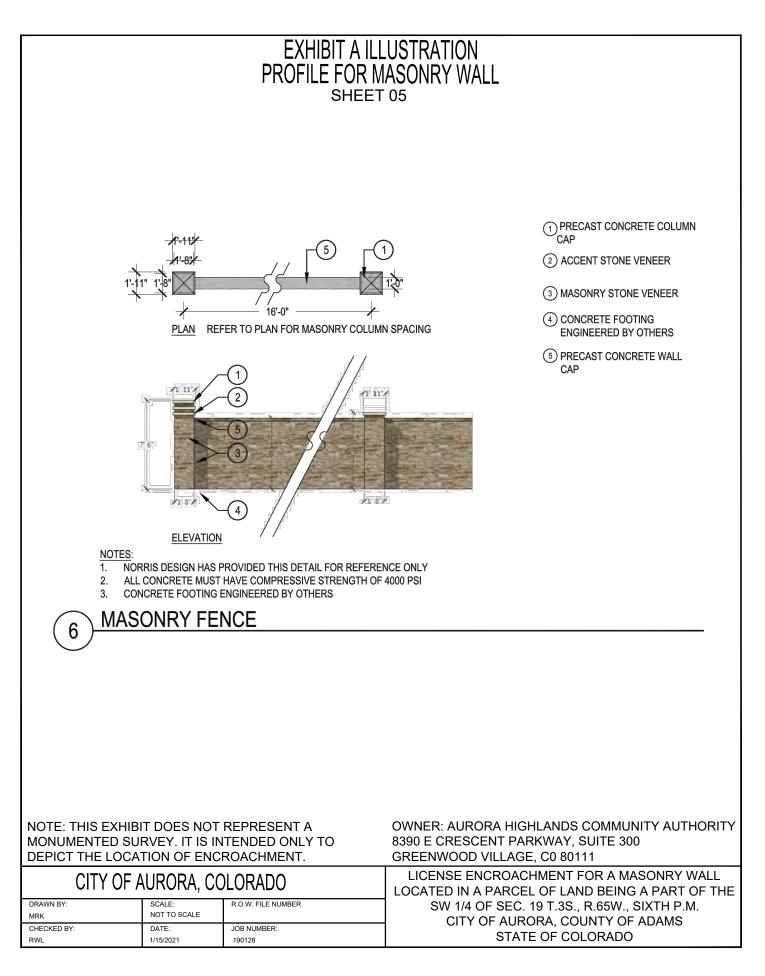
SEAL











CITY OF AURORA L.A. 21-06

ADDENDUM TO MASTER LICENSE AGREEMENT No. M.L.A. 19-107 AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado formed pursuant to C.R.S. Section 29-1-203.5, DATE OF ADDENDUM: _____

Name of subdivision plat: The Aurora Highlands Subdivision Filing No. 5 in a portion of Section 19, 20, 29, 30, Township 3 South, Range 65 West, of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado.

1. The City of Aurora and Aurora Highlands Community Authority Board entered into Master License Agreement No. 19-107 recorded in the Adams County Clerk and Recorder's Office at Reception Number 2020000048891. When properly completed and approved, this Addendum shall constitute a License under the terms and conditions set forth in the License Agreement.

2. All construction contemplated or performed under this License shall comply with and conform to standards formulated by the Director of Utilities and/or Director of Public Works and/or Director of Parks and Open Space of the City of Aurora with respect to interference with City facilities. Construction permitted under this addendum includes: **as depicted in the attached EXHIBIT A ILLUSTRATIONS, attached hereto and made a part hereof by reference.**

3. Licensee shall notify Public Improvements Inspections at telephone number <u>303-739-7420</u> at least three working days prior to the commencement of the construction or repair of its facilities so that the City may, at its discretion, inspect the operations.

4. All City roads, fencing, and other improvements which are disturbed by the construction of this installation shall be restored to their pre-existing condition within ten (10) days after the completion of construction in the area of this License.

5. If the Licensee does not use the rights herein granted for its installation for a period of one (1) year, or if the Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, and after written notice of failure to comply has been provided to the Licensee by the Licensor, which notice shall permit reasonable time to cure any failure to comply, the City may, at its sole discretion, revoke the License forthwith by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the ten (10) days, the City may remove said installation at Licensee's expense with all liability to Licensee.

6. The City shall provide two (2) hours inspection for each License issued. If the City requires further inspection, Licensee shall pay for additional inspection at the rate set forth in the City's annual service fee schedule for any specific year.

7. Except as expressly amended herein, all provisions of the License Agreement shall apply to the subject matter of the Addendum, including, without limitation, all rules and provisions regarding safety and installation of the additional facilities.

8. In the event Licensee's installation should interfere with the City's use or operation of its property to construct any City improvement, to build any City project or for any municipal purpose in which the city has a financial or ownership interest, at any time hereafter, License shall upon request by the City, and at Licensee's sole expense, relocate, rearrange or remove its installation within a reasonable amount of time so as not to interfere with any such City use.

9. The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement. The City may, at any time, by giving the Licensee thirty (30) days' written notice, require Licensee to remove, replace, modify or otherwise relocate the Licensed Encroachment as part of a Public Project as that term is defined in City Code Section 126-501.

10. Gate installations shall be installed according to City specifications, at the expense of the Licensee. Licensee, its successors and assigns, shall be responsible for installation, maintenance and replacement of the access control gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, Licensee, its successors and assigns, shall be required by the Aurora Fire Department Order Notice that all effected gates be chained and locked in the open position until repaired or replaced, and retested to all City standards at the time of the violation. If the access control gate is not maintained to the satisfaction of the City, this License for the encroachment of the access control gate into the fire lane easement will be revoked and the gating system must be removed. Where required, the gating system will include an approved Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) siren operated system; B) automatic Knox key switch; C) an electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) manual override (in the event of system failure). Licensee shall be required to obtain applicable building permits for the installation of the gating/barrier system prior to installation.

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APPROVED:

CITY OF AURORA, COLORADO, a municipal corporation

By:_____

Haley B. Johansen City Engineer

Reviewed by:

Darren Akrie Real Property

ACCEPTANCE

The undersigned authorized officer of The Aurora Highlands Community Authority Board has read the foregoing License Addendum and agrees for and in behalf of said company that it will accept and will abide by all the terms and conditions thereof.

LICENSEE: The Aurora Highlands Community Authority Board

By: _

Matthew Hopper President of the Board

STATE OF COLORADO)) ss. County of Arapahoe)

The above and foregoing instrument was subscribed and sworn to before me this _____ day of ______, 2021, by Matthew Hopper as President of the Board for The Aurora Highlands Community Authority Board.

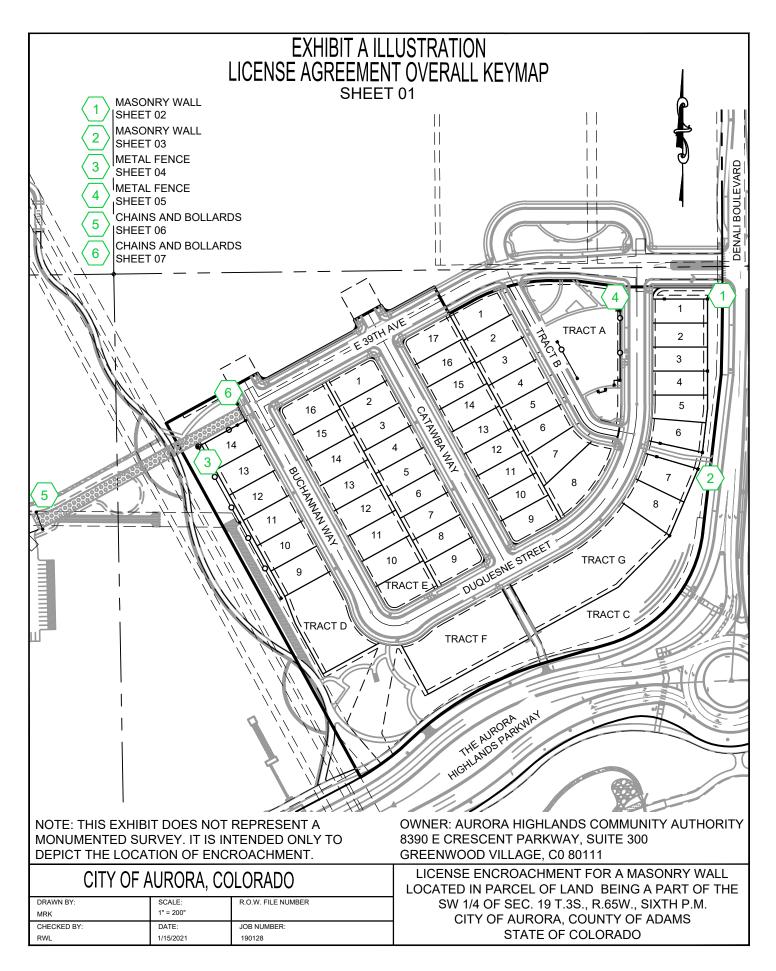
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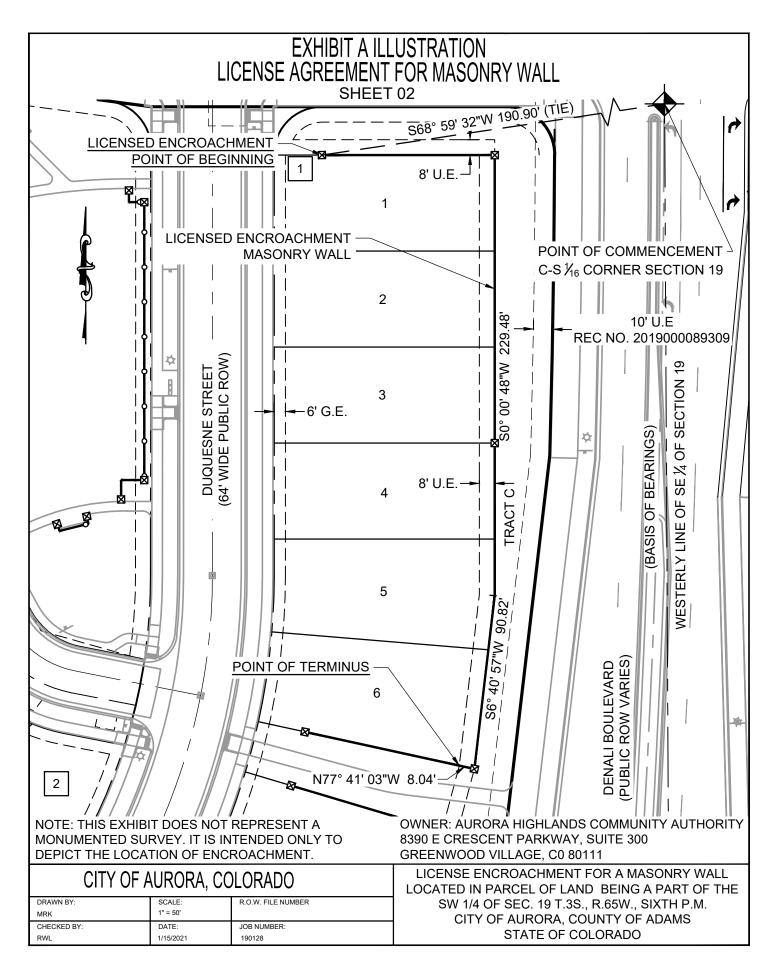
Witness my hand and official seal.

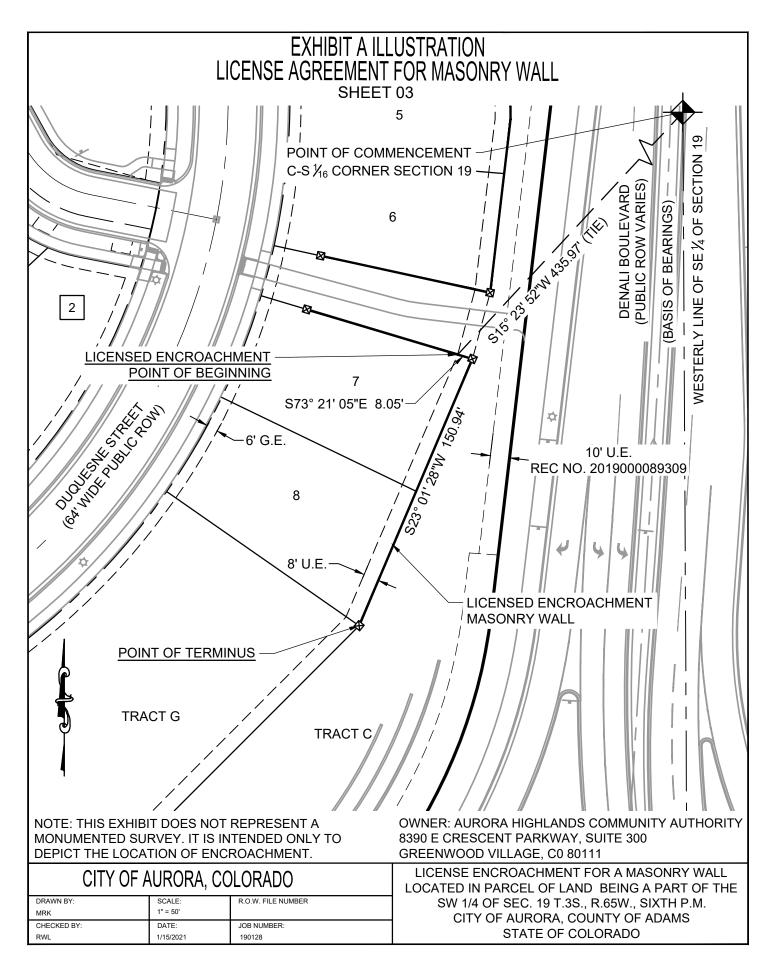
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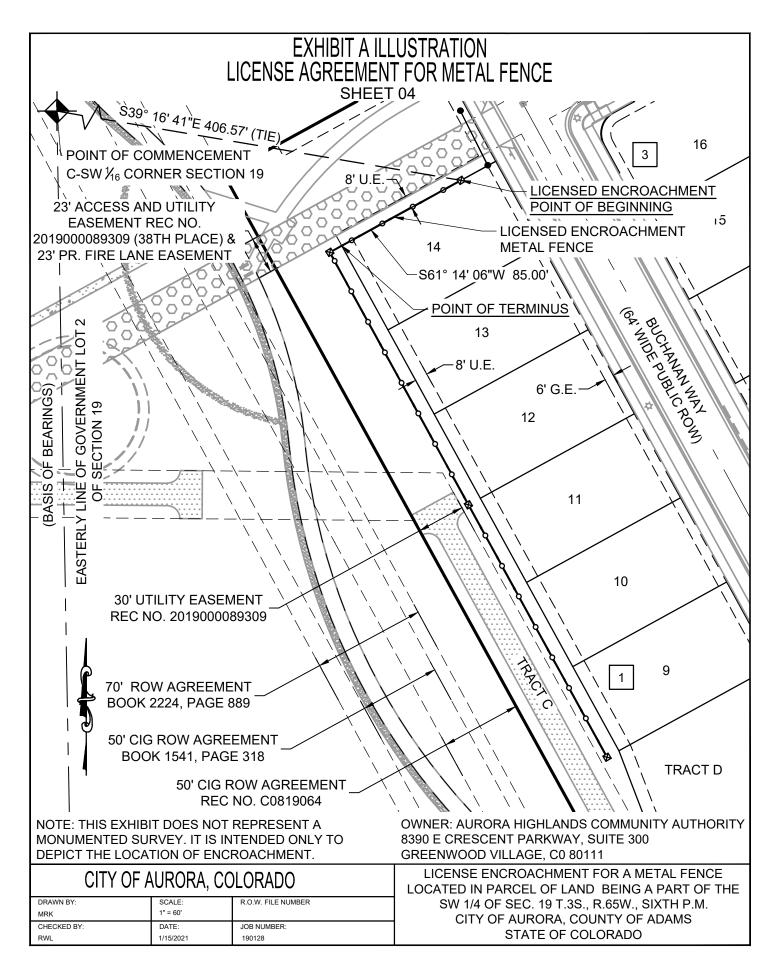
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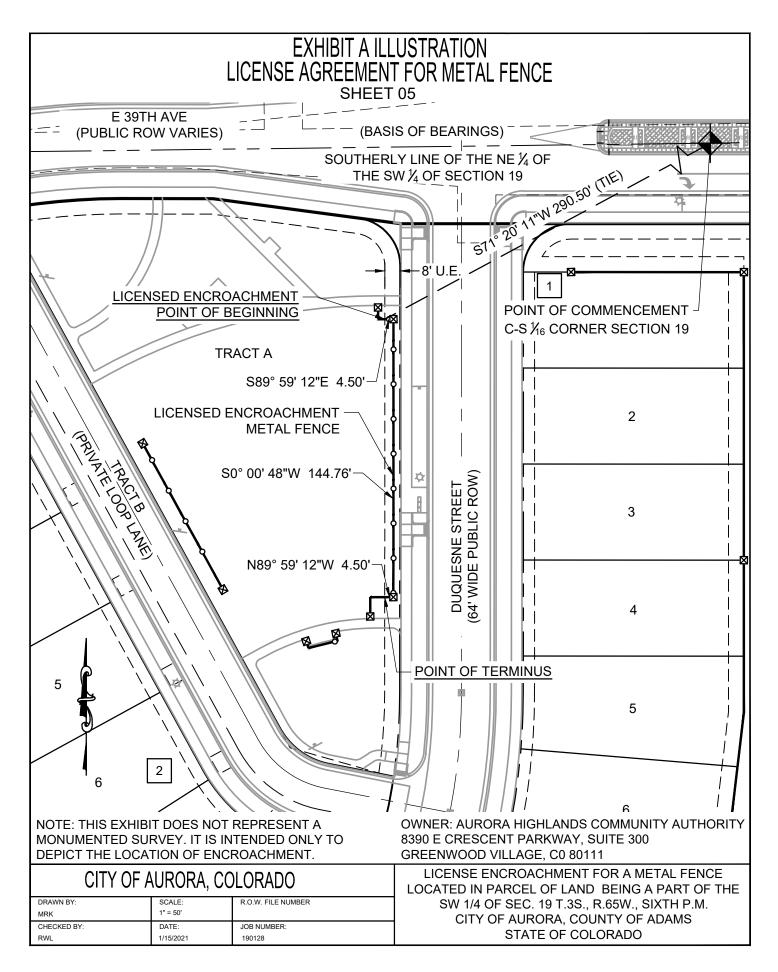
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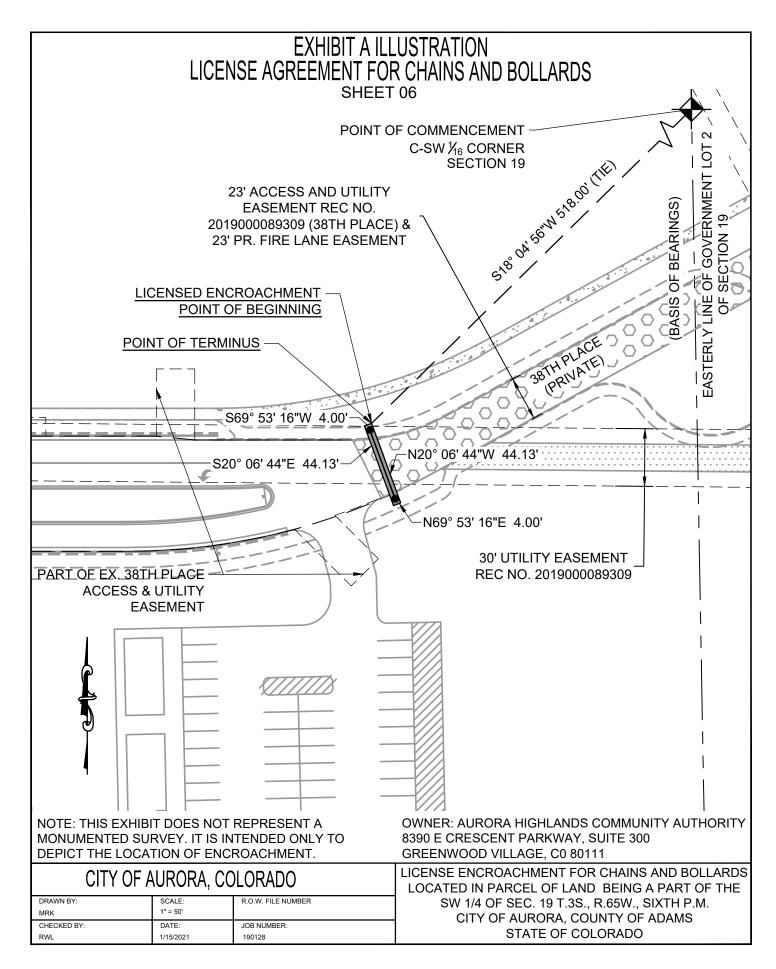


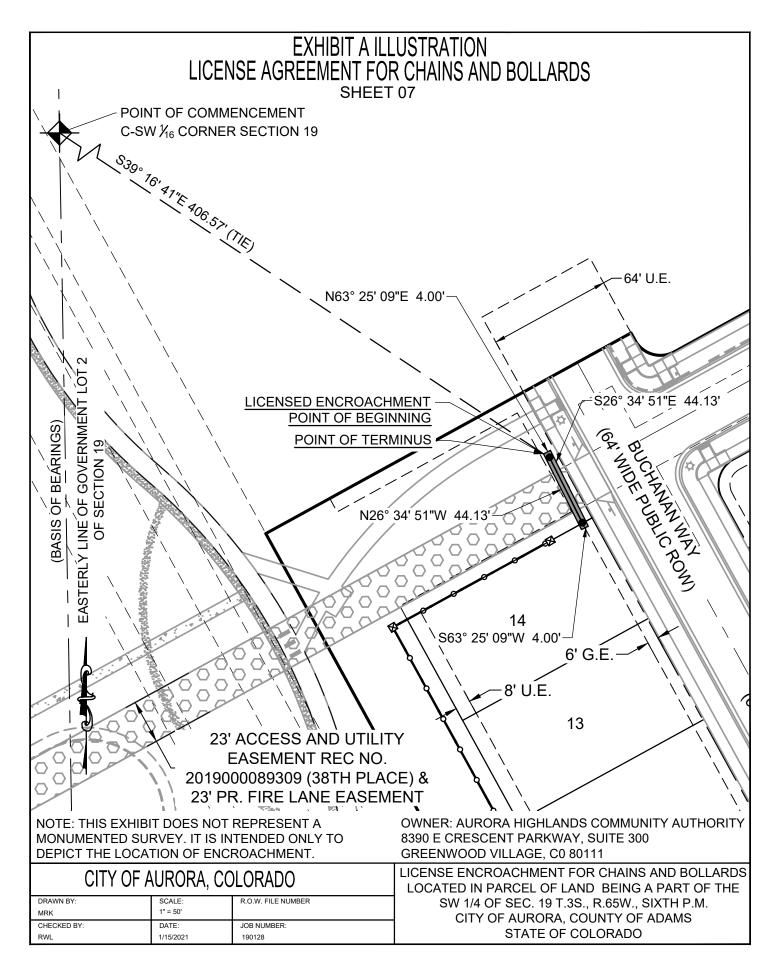


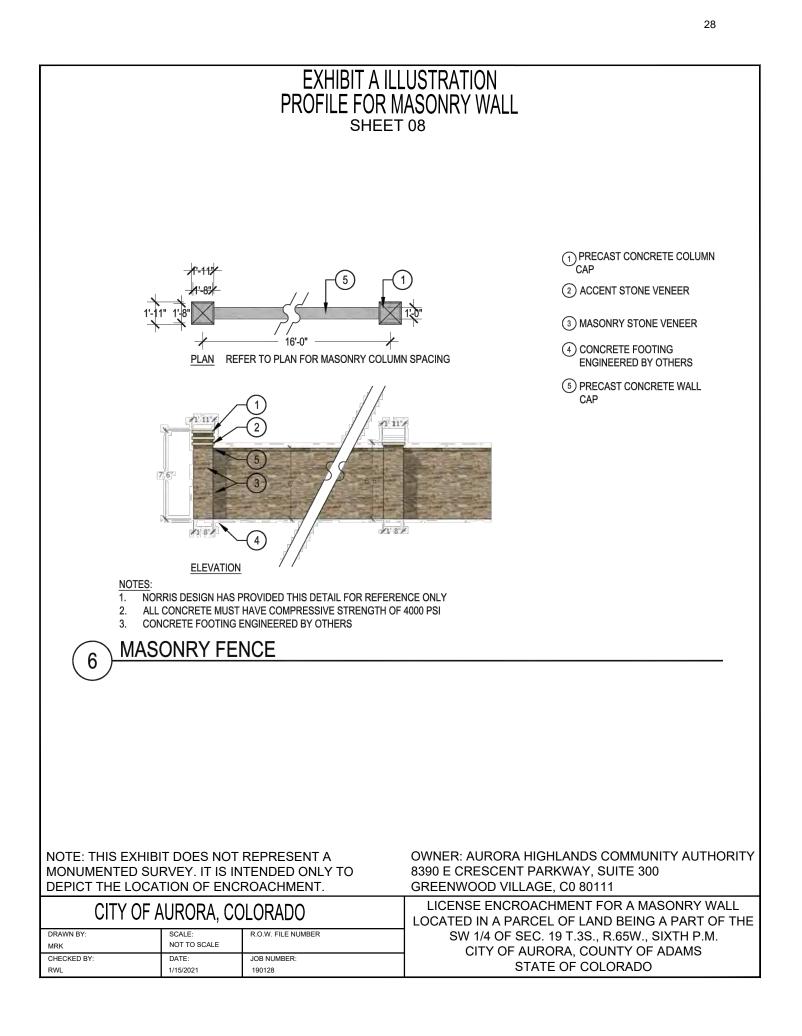


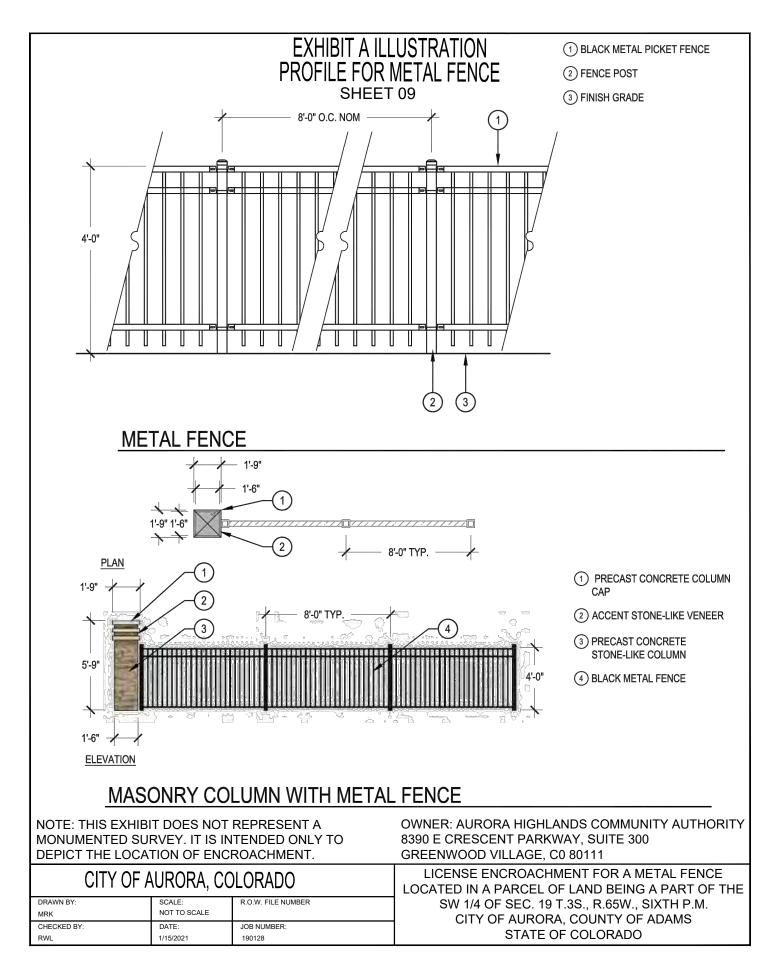


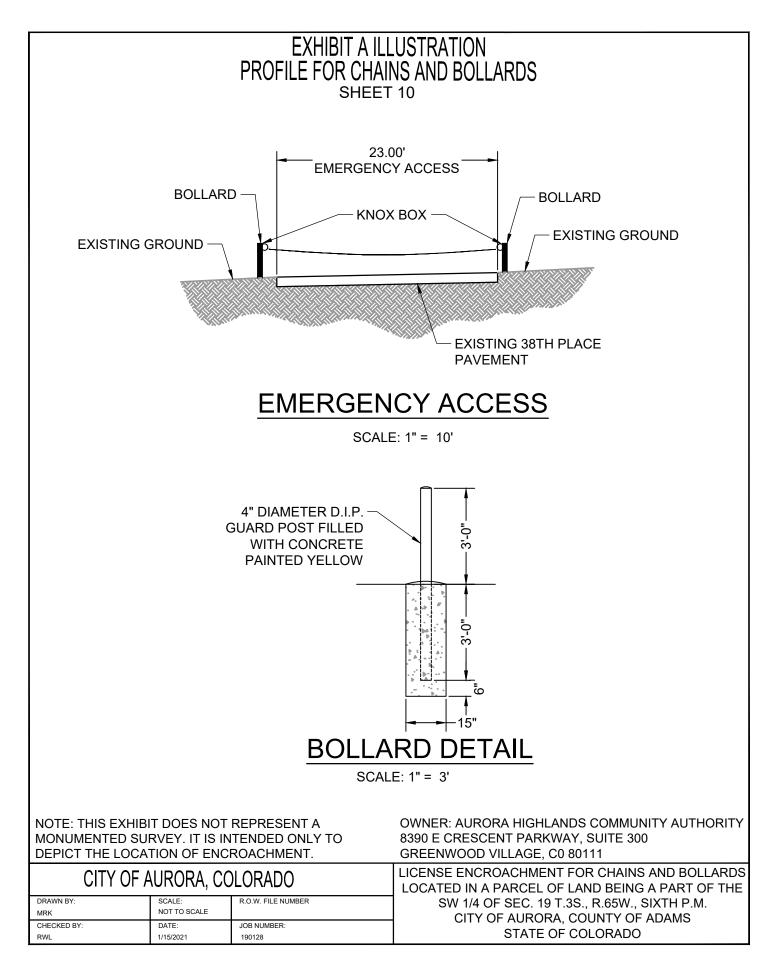












CITY OF AURORA L.A. 21-07

ADDENDUM TO MASTER LICENSE AGREEMENT No. M.L.A. 19-107 AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado formed pursuant to C.R.S. Section 29-1-203.5, DATE OF ADDENDUM: _____

Name of subdivision plat: **The Aurora Highlands Subdivision Filing No. 10 in a portion of Section 19, 20, 29, 30, Township 3 South, Range 65 West**, of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado.

1. The City of Aurora and Aurora Highlands Community Authority Board entered into Master License Agreement No. 19-107 recorded in the Adams County Clerk and Recorder's Office at Reception Number 2020000048891. When properly completed and approved, this Addendum shall constitute a License under the terms and conditions set forth in the License Agreement.

2. All construction contemplated or performed under this License shall comply with and conform to standards formulated by the Director of Utilities and/or Director of Public Works and/or Director of Parks and Open Space of the City of Aurora with respect to interference with City facilities. Construction permitted under this addendum includes: **as depicted in the attached EXHIBIT A ILLUSTRATIONS, attached hereto and made a part hereof by reference.**

3. Licensee shall notify Public Improvements Inspections at telephone number <u>303-</u><u>739-7420</u> at least three working days prior to the commencement of the construction or repair of its facilities so that the City may, at its discretion, inspect the operations.

4. All City roads, fencing, and other improvements which are disturbed by the construction of this installation shall be restored to their pre-existing condition within ten (10) days after the completion of construction in the area of this License.

5. If the Licensee does not use the rights herein granted for its installation for a period of one (1) year, or if the Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License, and after written notice of failure to comply has been provided to the Licensee by the Licensor, which notice shall permit reasonable time to cure any failure to comply, the City may, at its sole discretion, revoke the License forthwith by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the ten (10) days, the City may remove said installation at Licensee's expense with all liability to Licensee.

6. The City shall provide two (2) hours inspection for each License issued. If the City requires further inspection, Licensee shall pay for additional inspection at the rate set forth in the City's annual service fee schedule for any specific year.

7. Except as expressly amended herein, all provisions of the License Agreement shall apply to the subject matter of the Addendum, including, without limitation, all rules and provisions regarding safety and installation of the additional facilities.

8. In the event Licensee's installation should interfere with the City's use or operation of its property to construct any City improvement, to build any City project or for any municipal purpose in which the city has a financial or ownership interest, at any time hereafter, License shall upon request by the City, and at Licensee's sole expense, relocate, rearrange or remove its installation within a reasonable amount of time so as not to interfere with any such City use.

9. The City may, at any time, by giving the Licensee thirty (30) days' written notice, terminate this Agreement. The City may, at any time, by giving the Licensee thirty (30) days' written notice, require Licensee to remove, replace, modify or otherwise relocate the Licensed Encroachment as part of a Public Project as that term is defined in City Code Section 126-501.

10. Gate installations shall be installed according to City specifications, at the expense of the Licensee. Licensee, its successors and assigns, shall be responsible for installation, maintenance and replacement of the access control gate or barrier system to ensure emergency vehicle access to within the site. If the above conditions are not met, Licensee, its successors and assigns, shall be required by the Aurora Fire Department Order Notice that all effected gates be chained and locked in the open position until repaired or replaced, and retested to all City standards at the time of the violation. If the access control gate is not maintained to the satisfaction of the City, this License for the encroachment of the access control gate into the fire lane easement will be revoked and the gating system must be removed. Where required, the gating system will include an approved Emergency Vehicle Gate Opening System utilizing a redundancy back-up system that consists of; A) siren operated system; B) automatic Knox key switch; C) an electrical or battery back-up system that opens the gate on the loss of the primary electrical power; AND/OR D) manual override (in the event of system failure). Licensee shall be required to obtain applicable building permits for the installation of the gating/barrier system prior to installation.

APPROVED:

CITY OF AURORA, COLORADO, a municipal corporation

By:_____

Haley B. Johansen City Engineer

Reviewed by:

Darren Akrie Real Property

ACCEPTANCE

The undersigned authorized officer of The Aurora Highlands Community Authority Board has read the foregoing License Addendum and agrees for and in behalf of said company that it will accept and will abide by all the terms and conditions thereof.

LICENSEE: The Aurora Highlands Community Authority Board

By: _

Matthew Hopper President of the Board

STATE OF COLORADO)) ss. County of Arapahoe)

The above and foregoing instrument was subscribed and sworn to before me this _____ day of ______, 2021, by Matthew Hopper as President of the Board for The Aurora Highlands Community Authority Board.

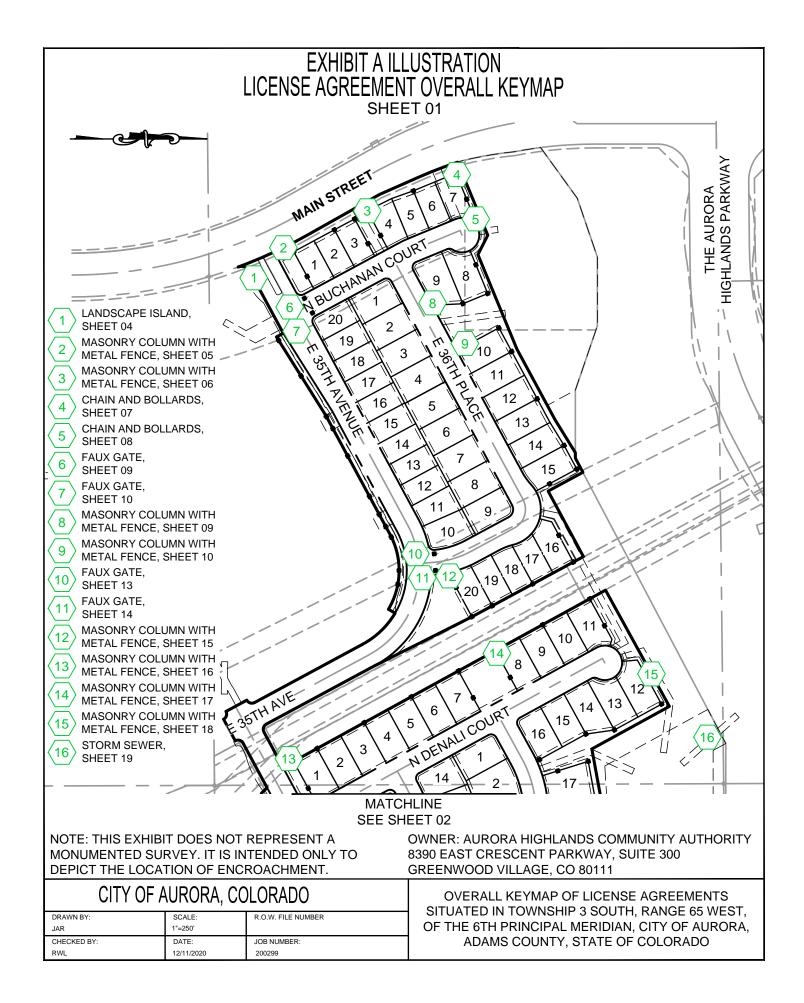
My Commission expires:

Witness my hand and official seal.

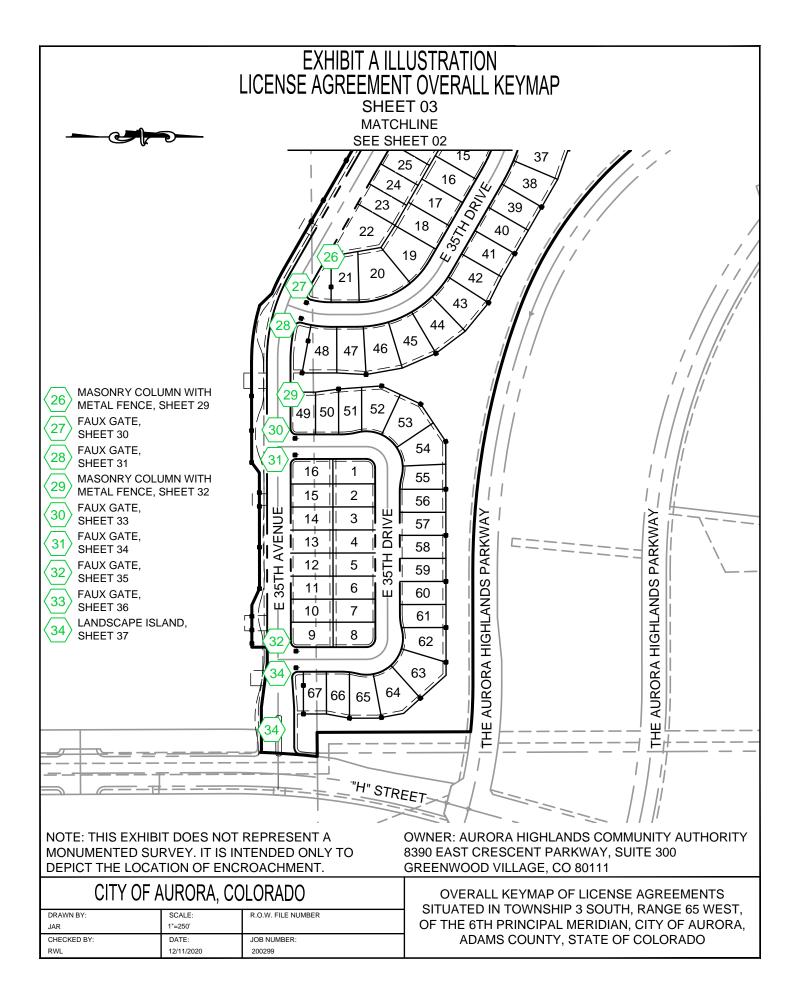
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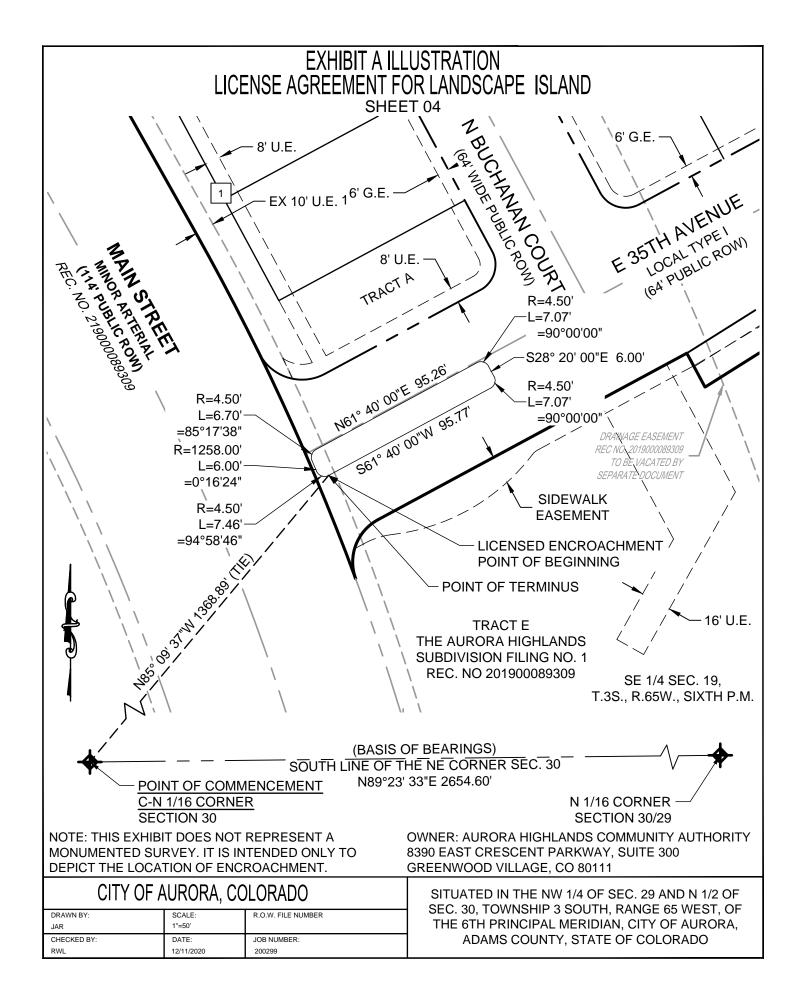
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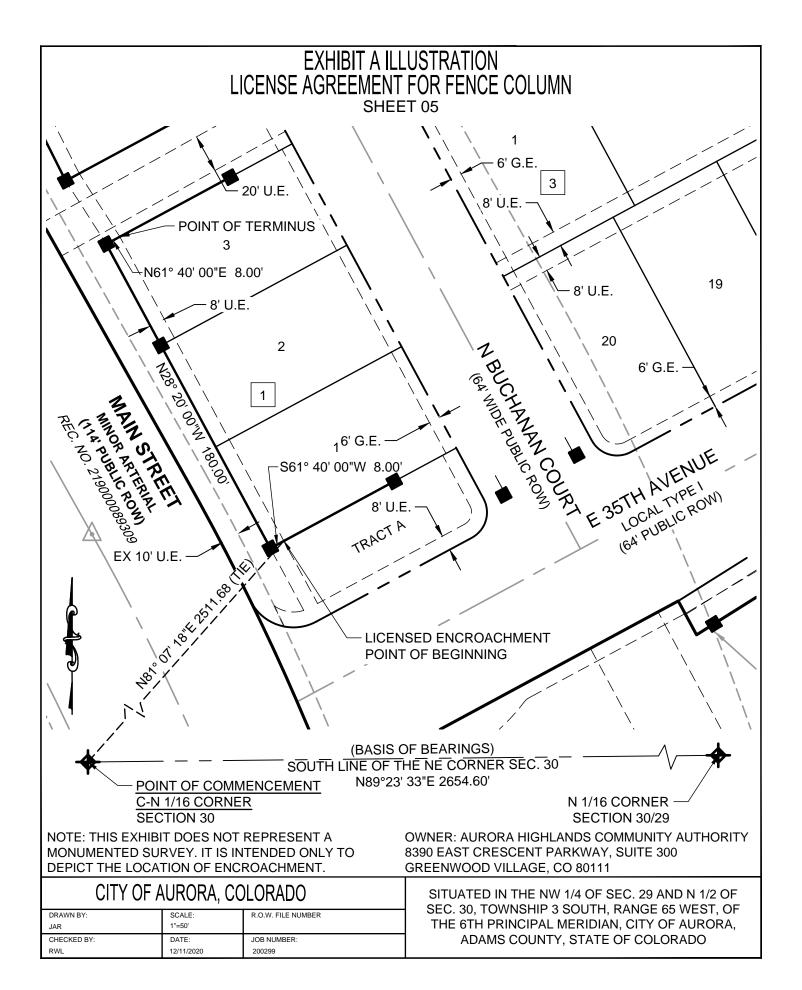
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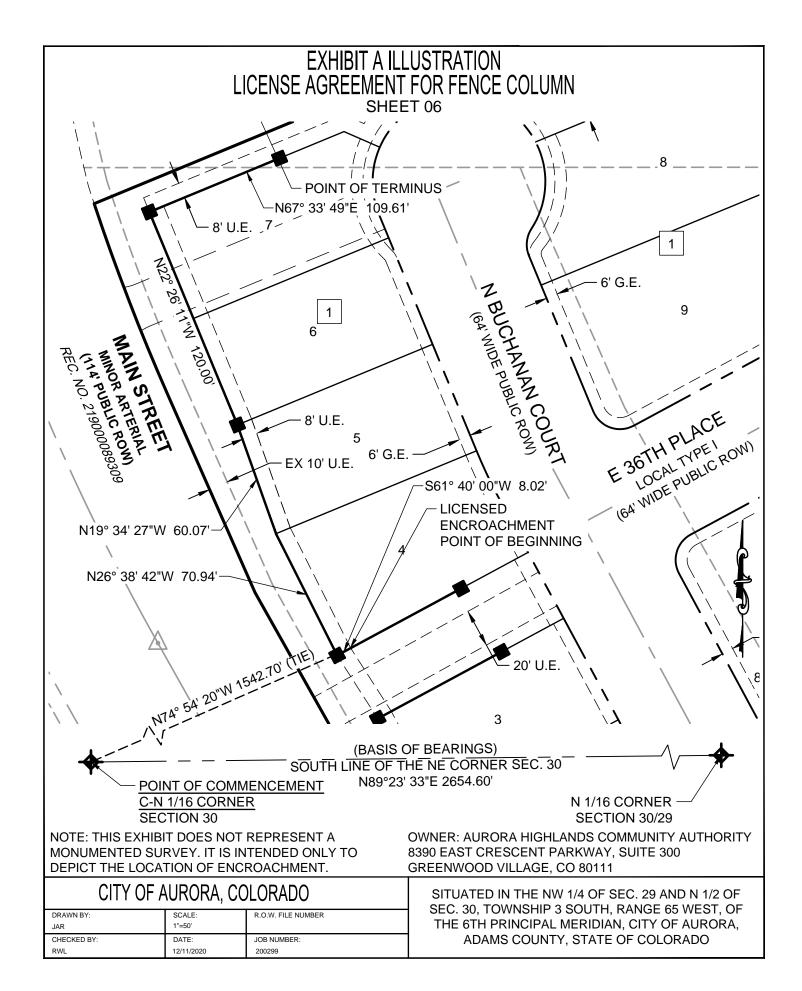


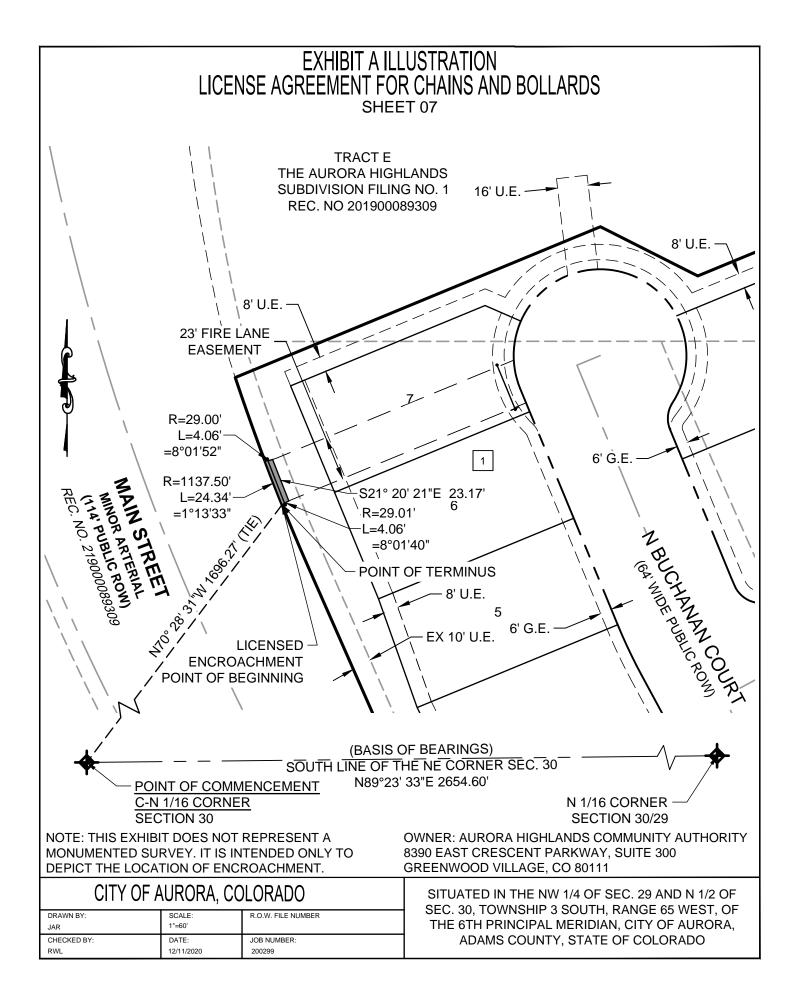


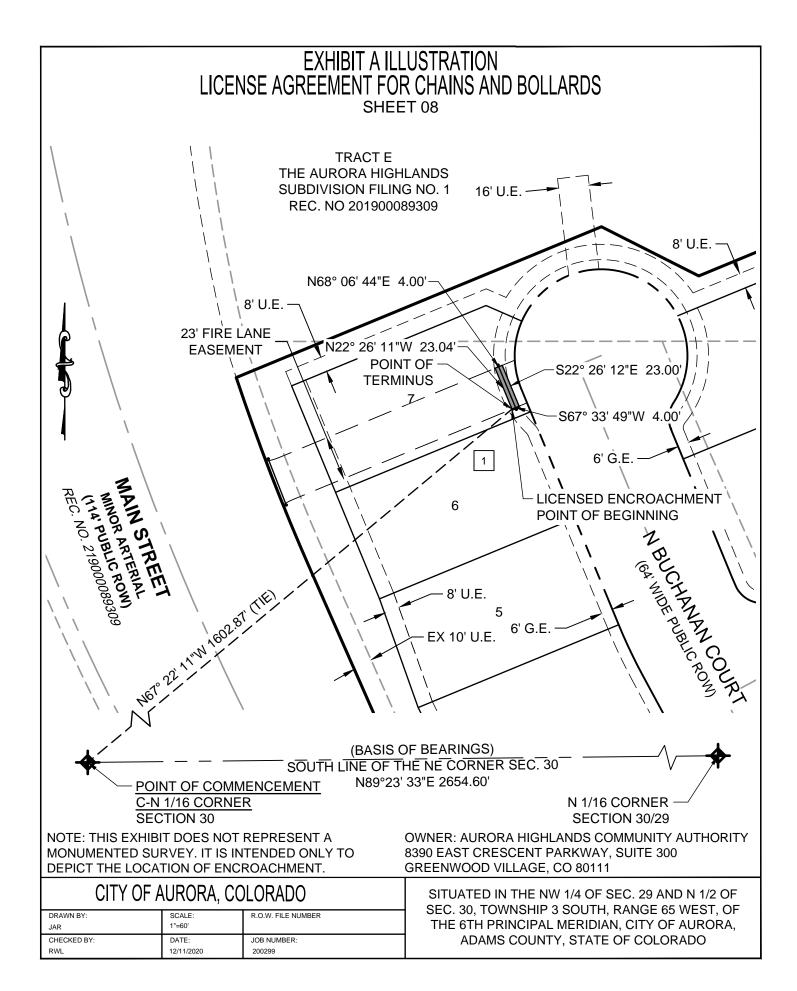


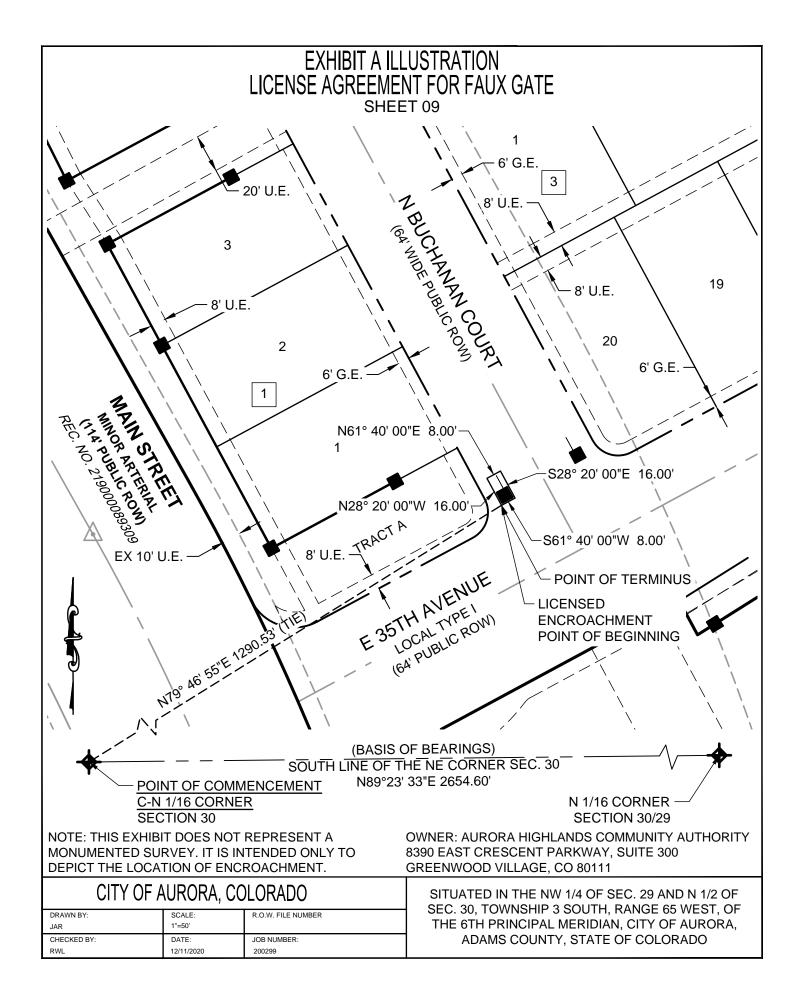


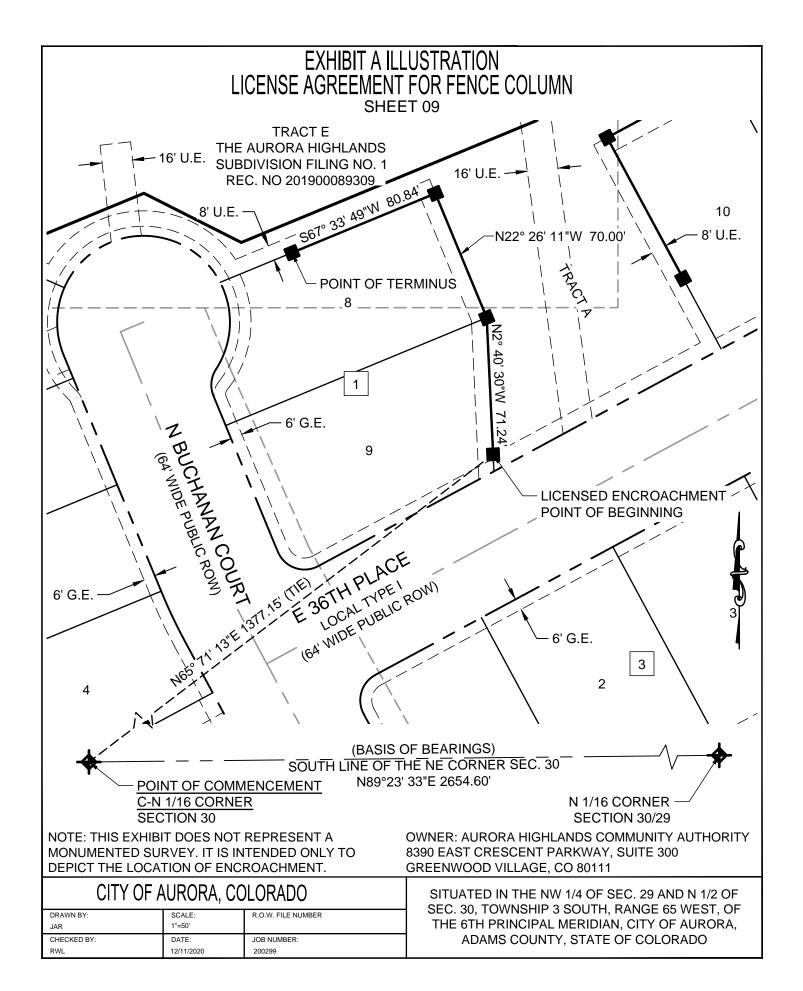


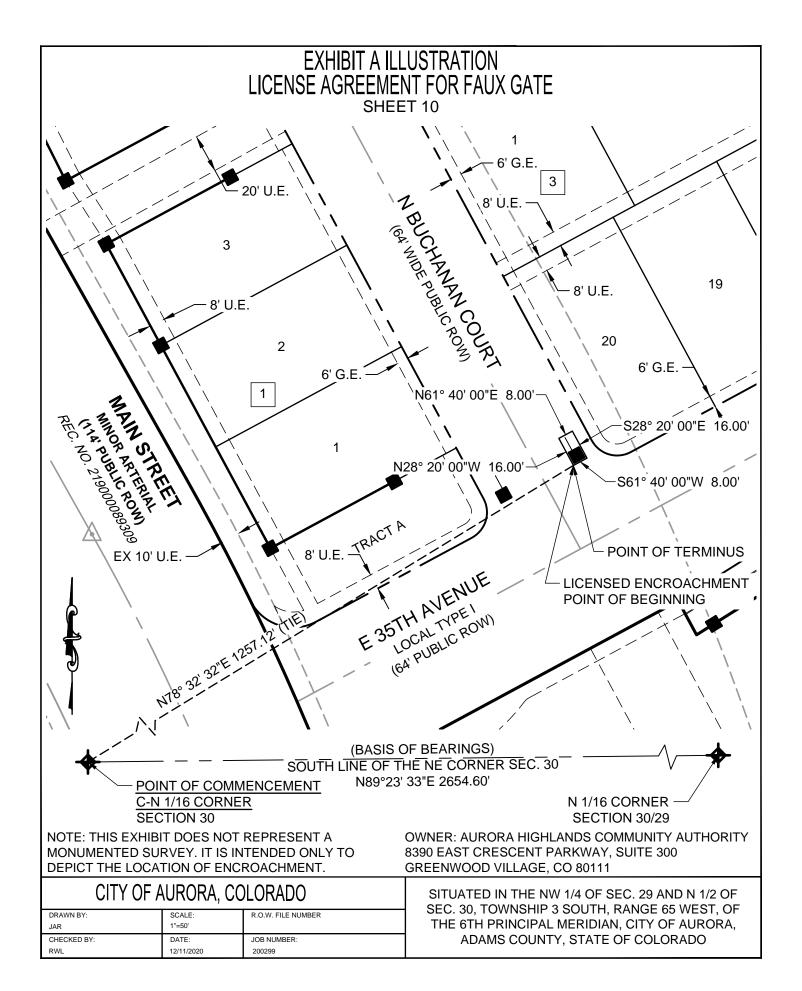


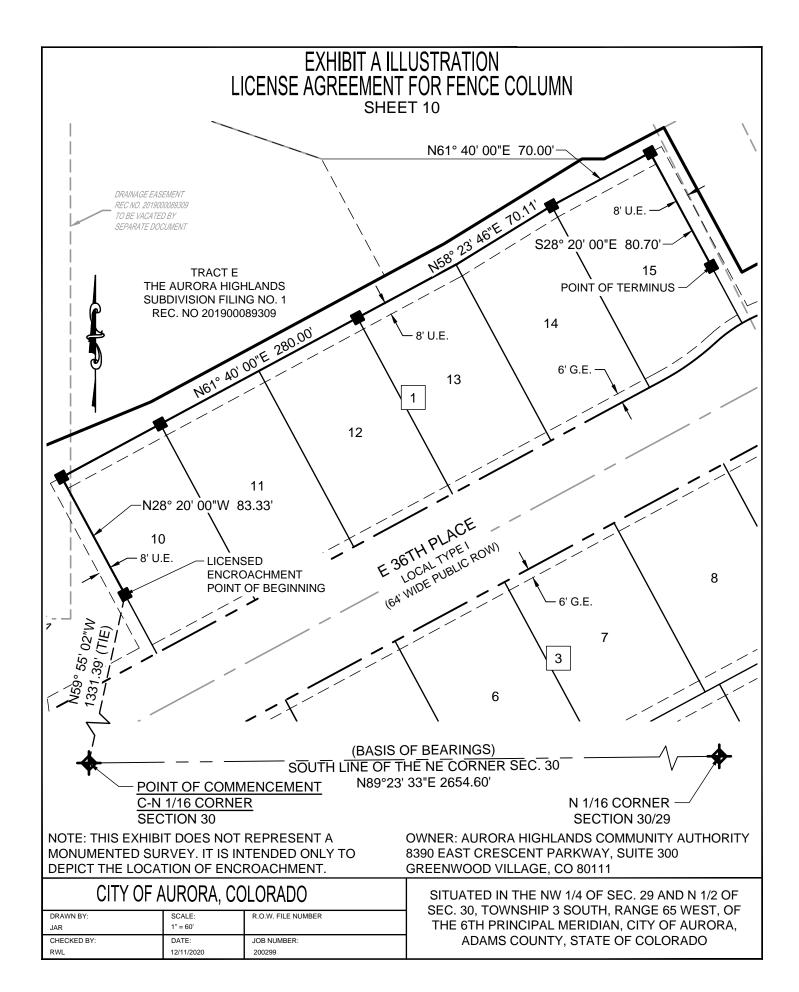


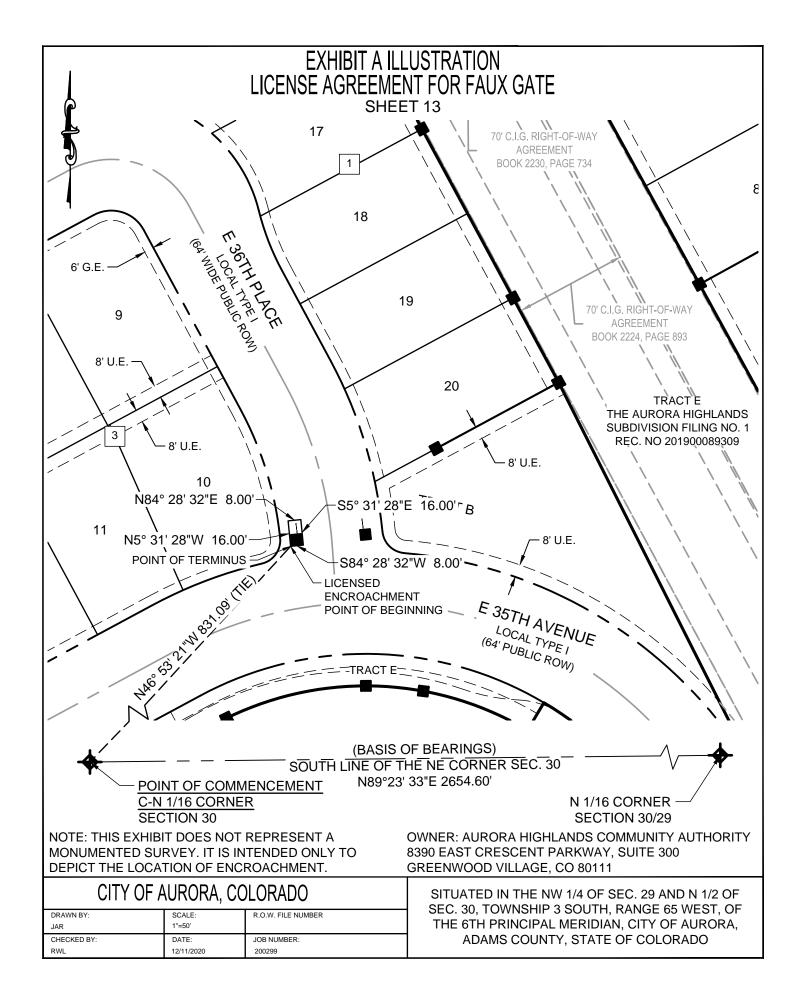


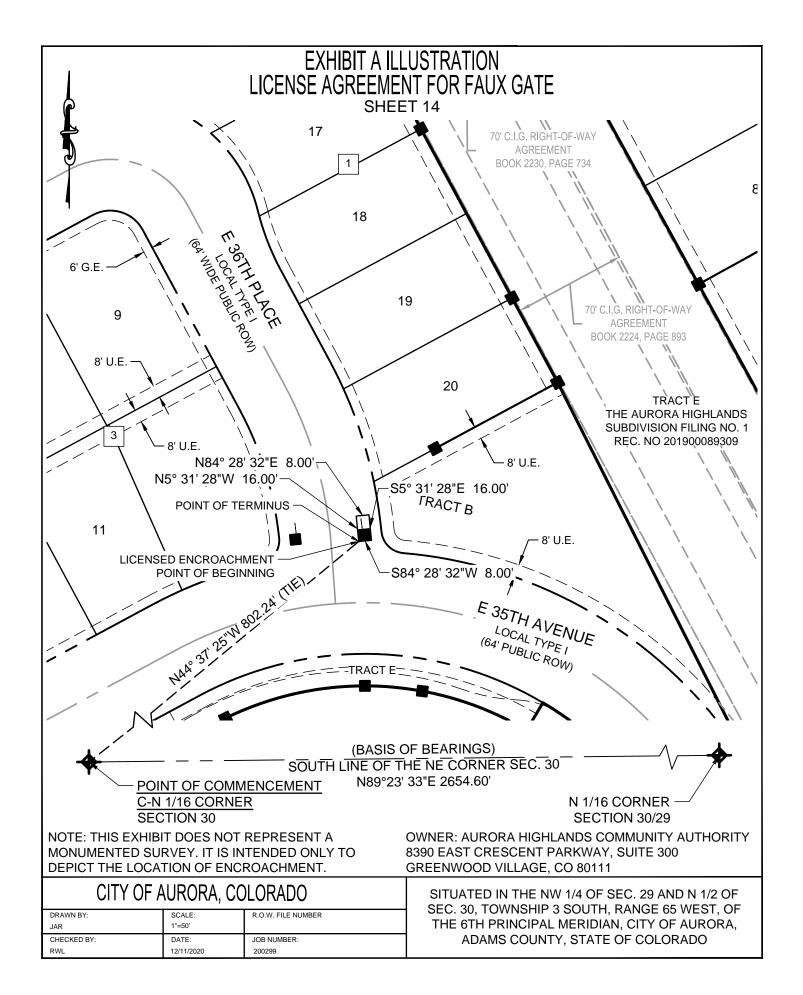


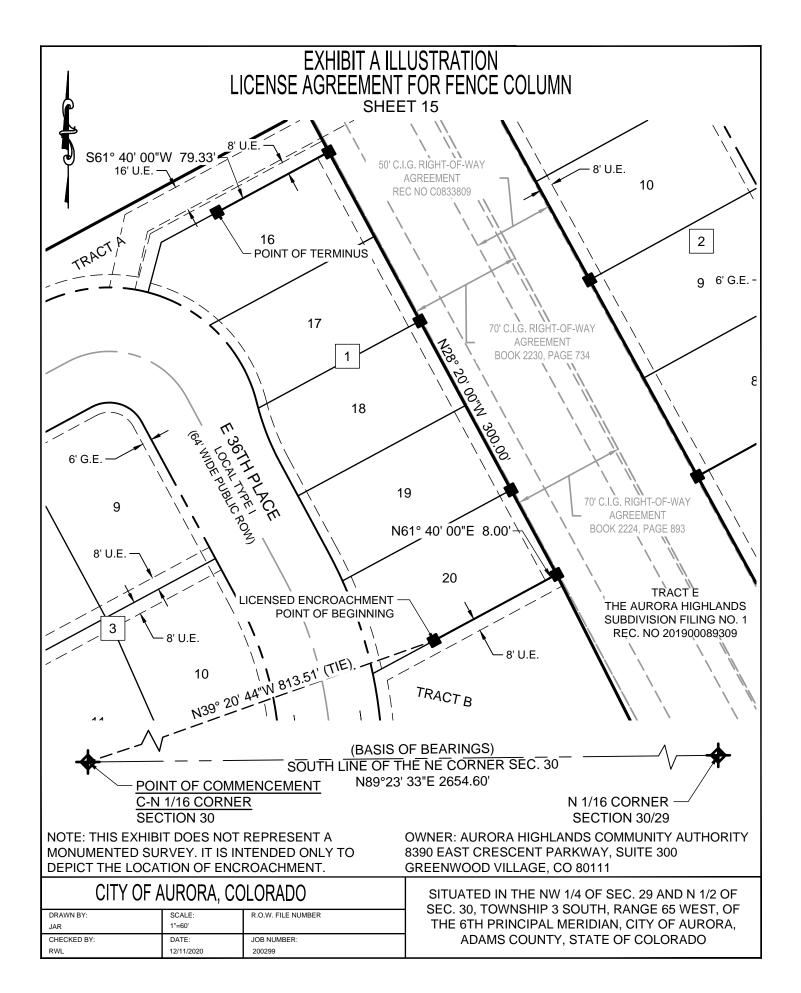


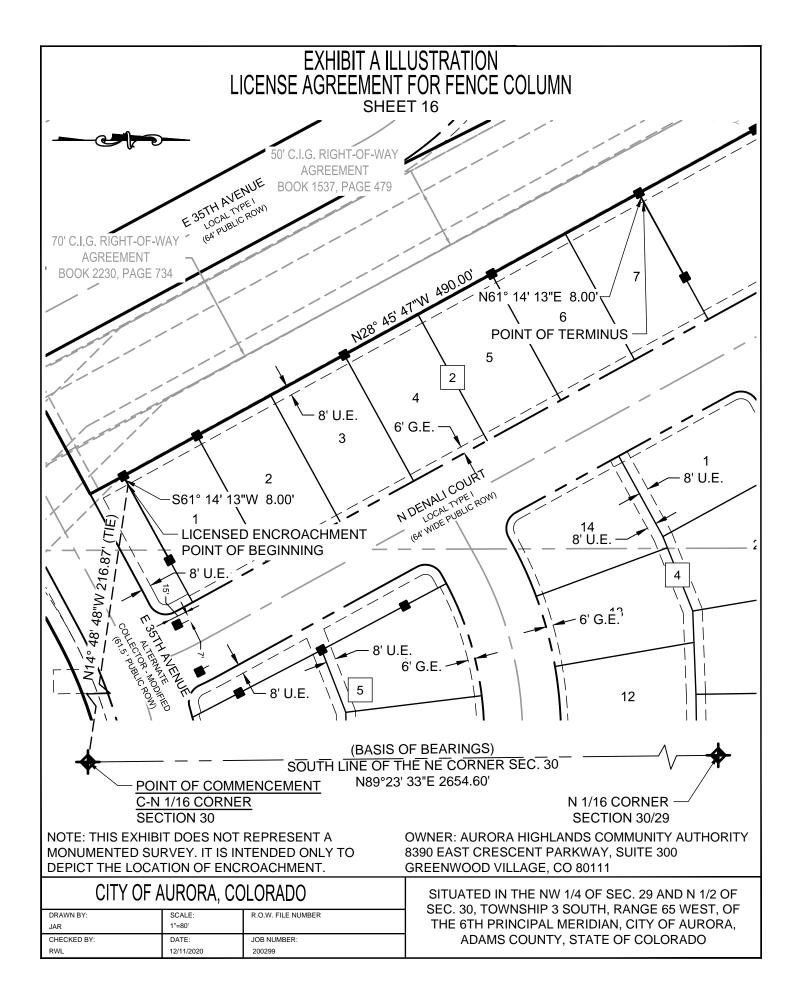


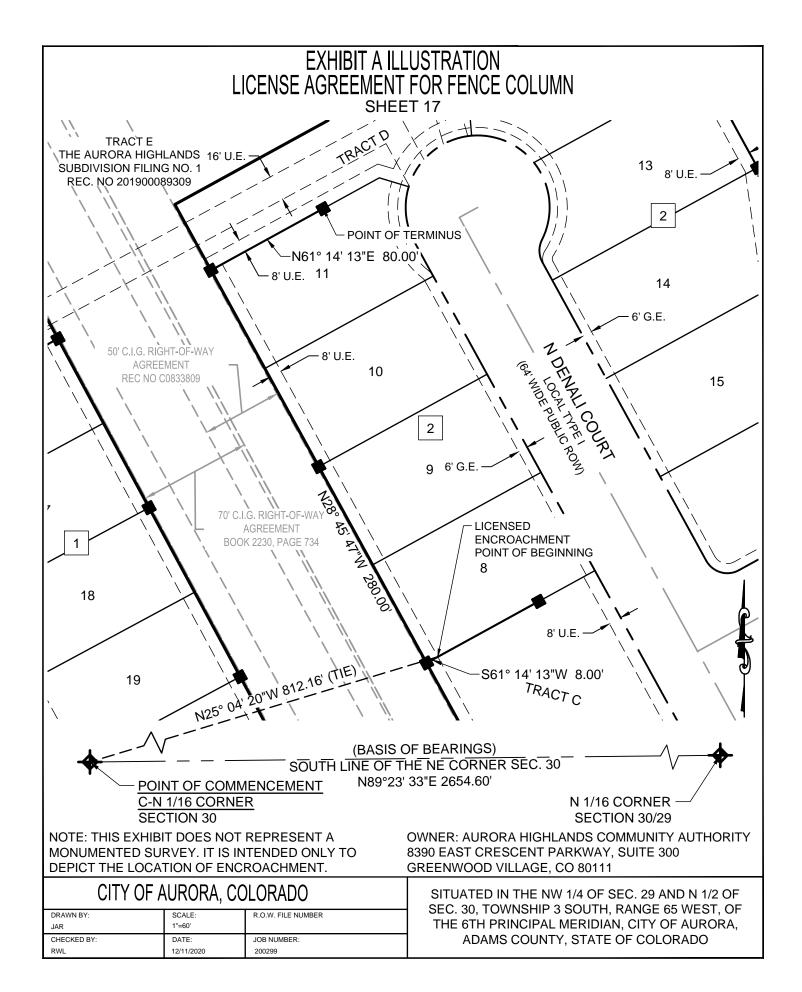


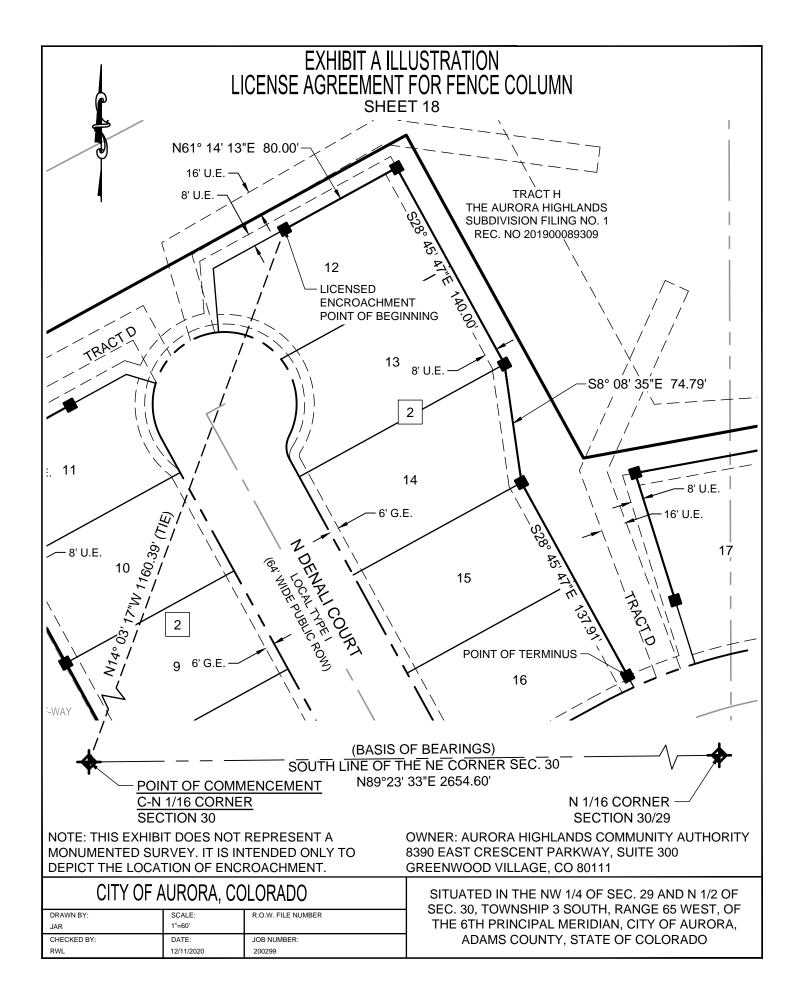


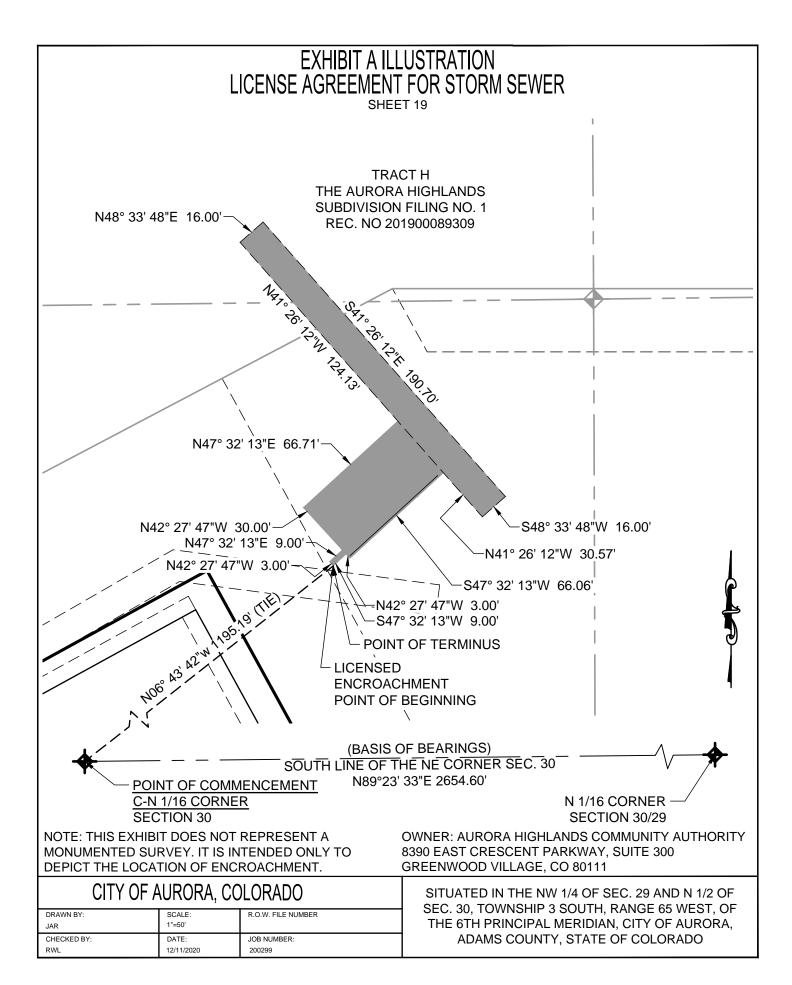


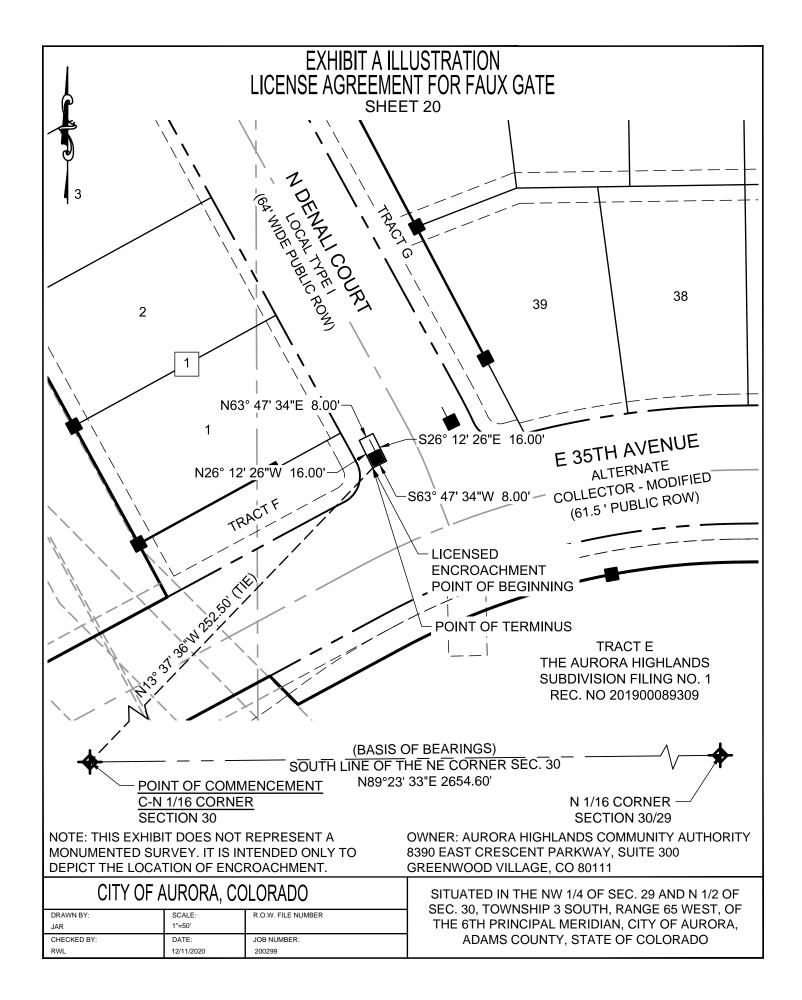


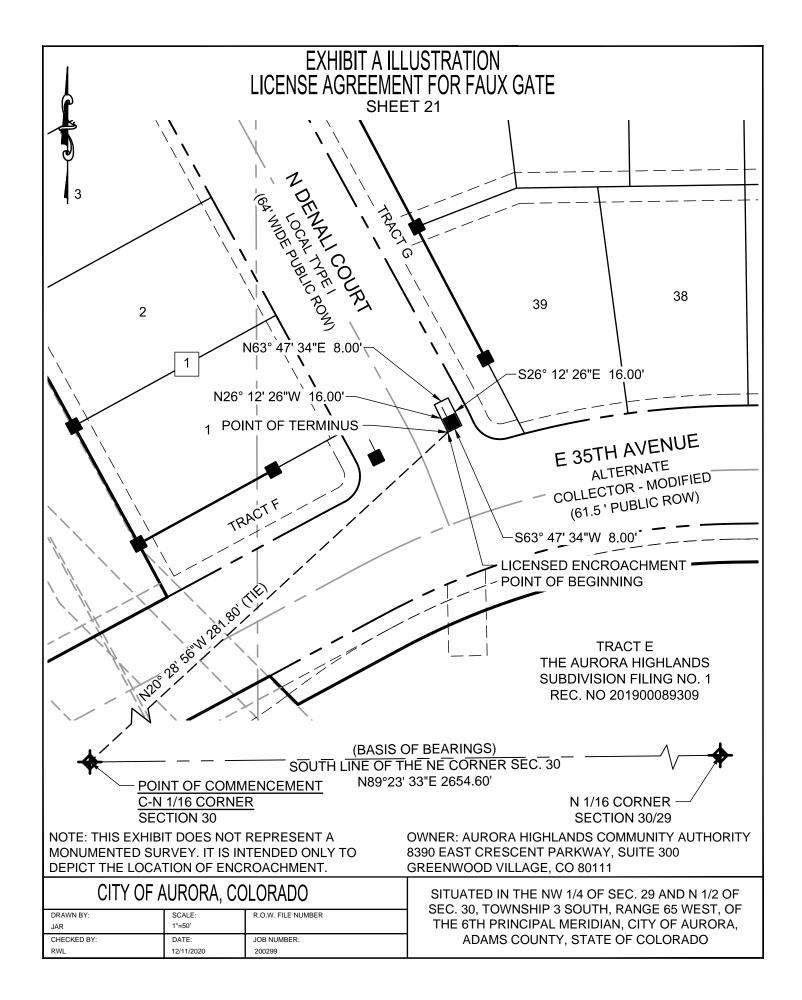


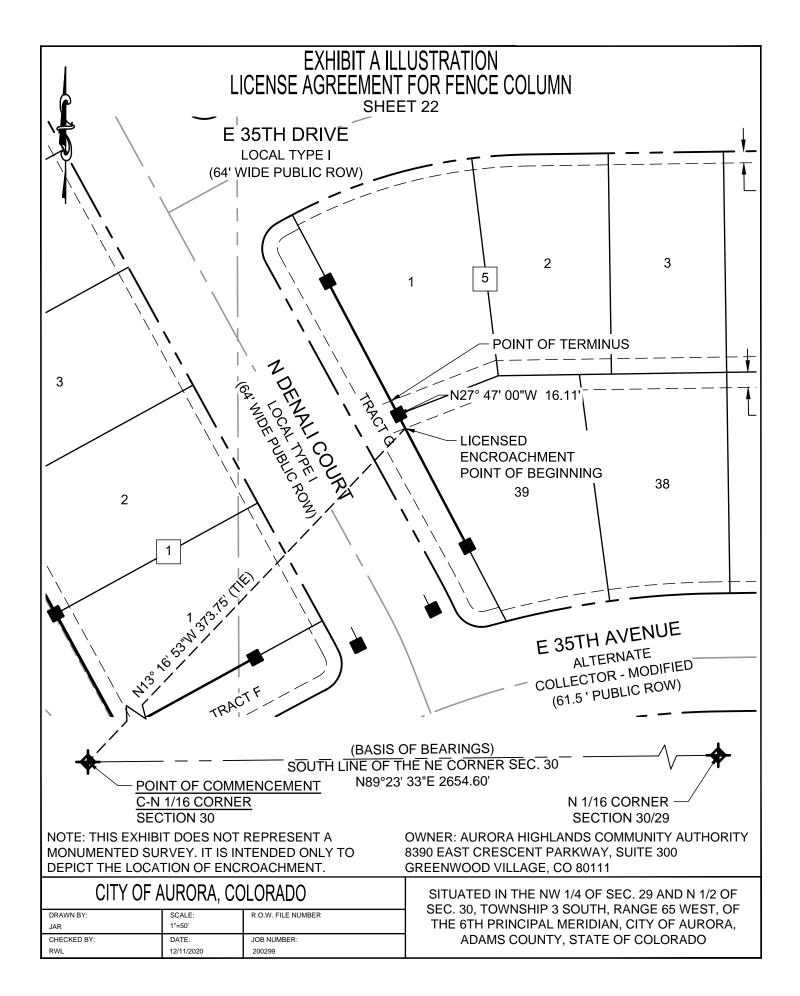


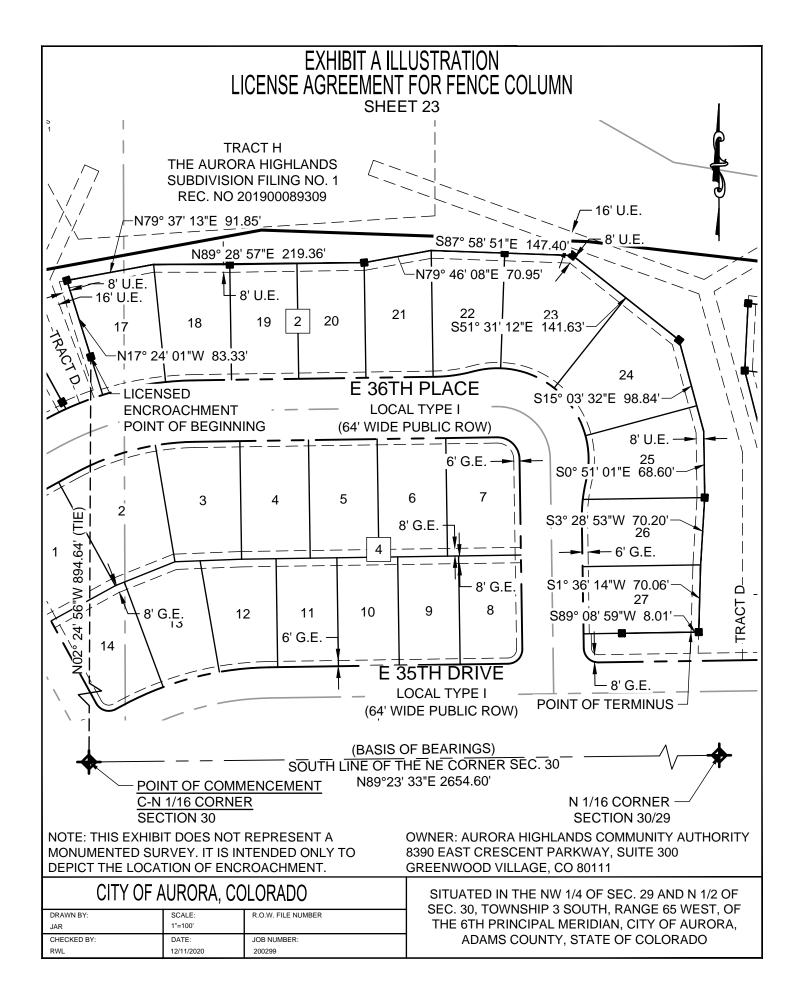


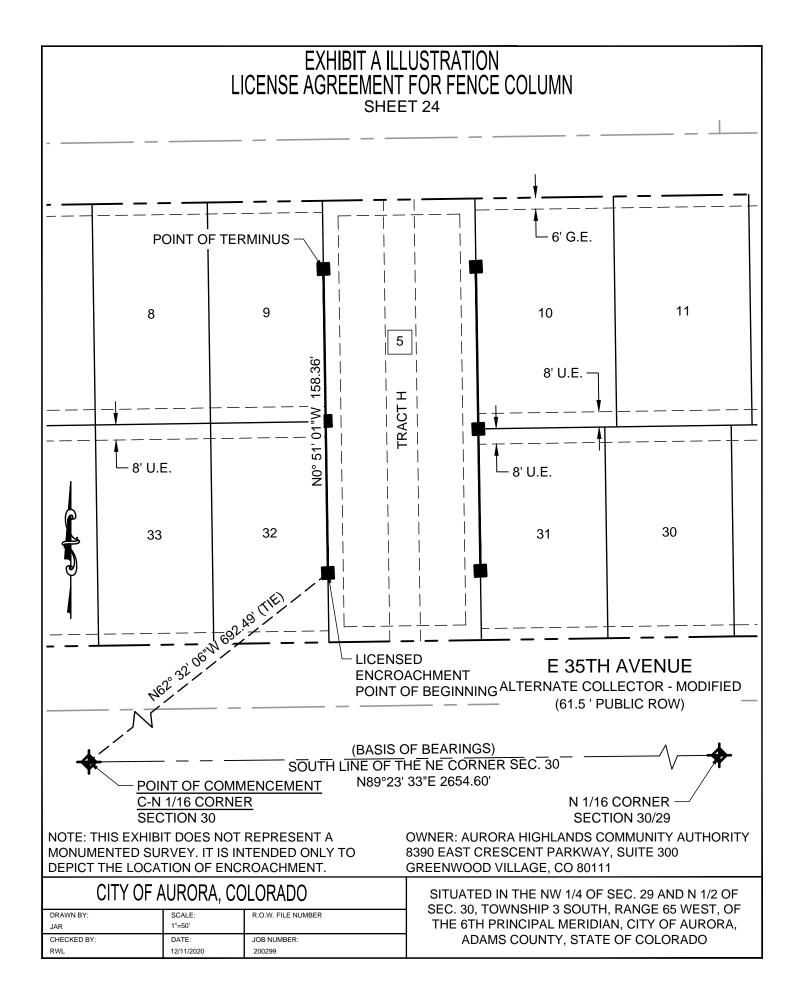


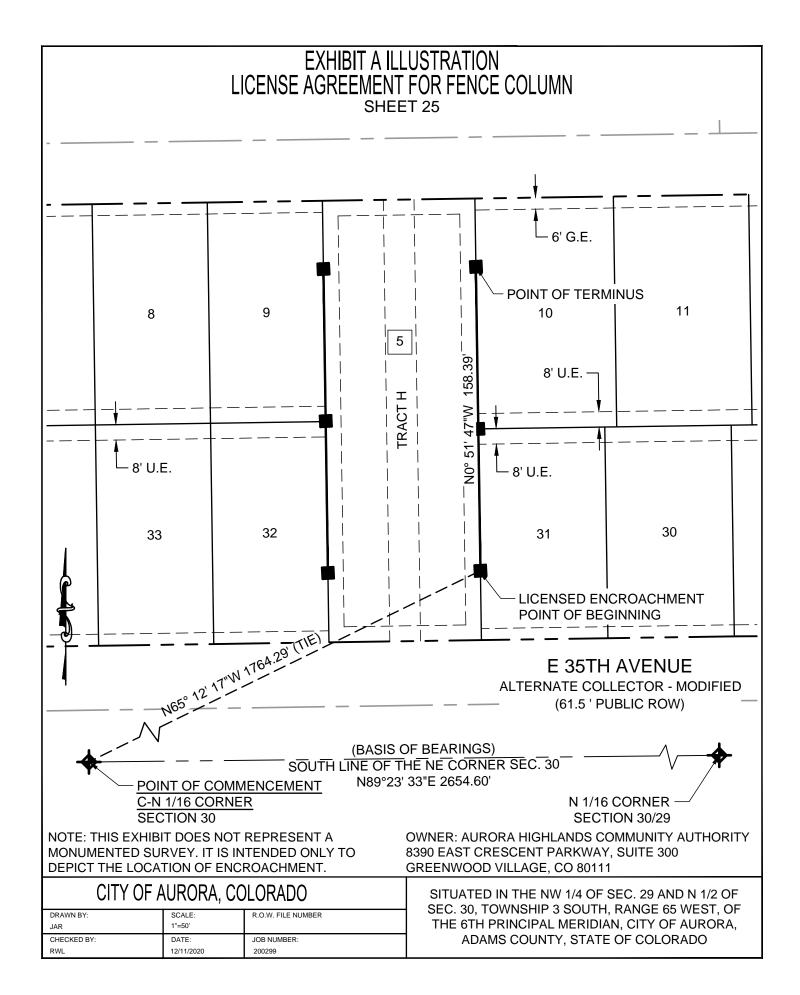


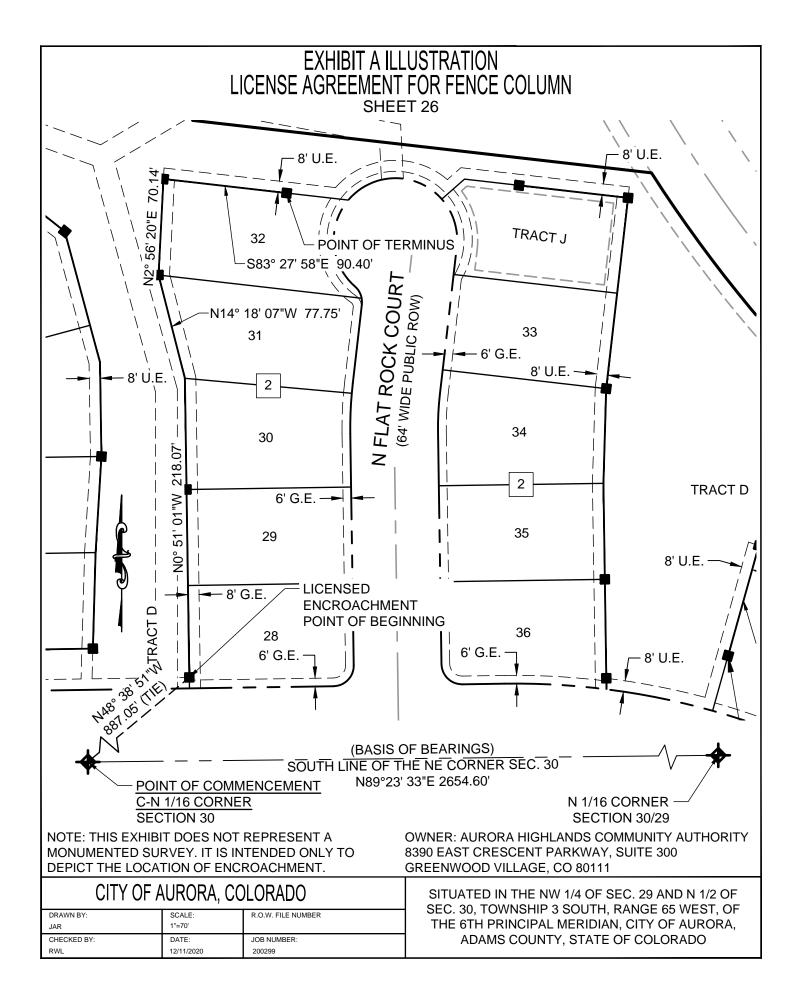


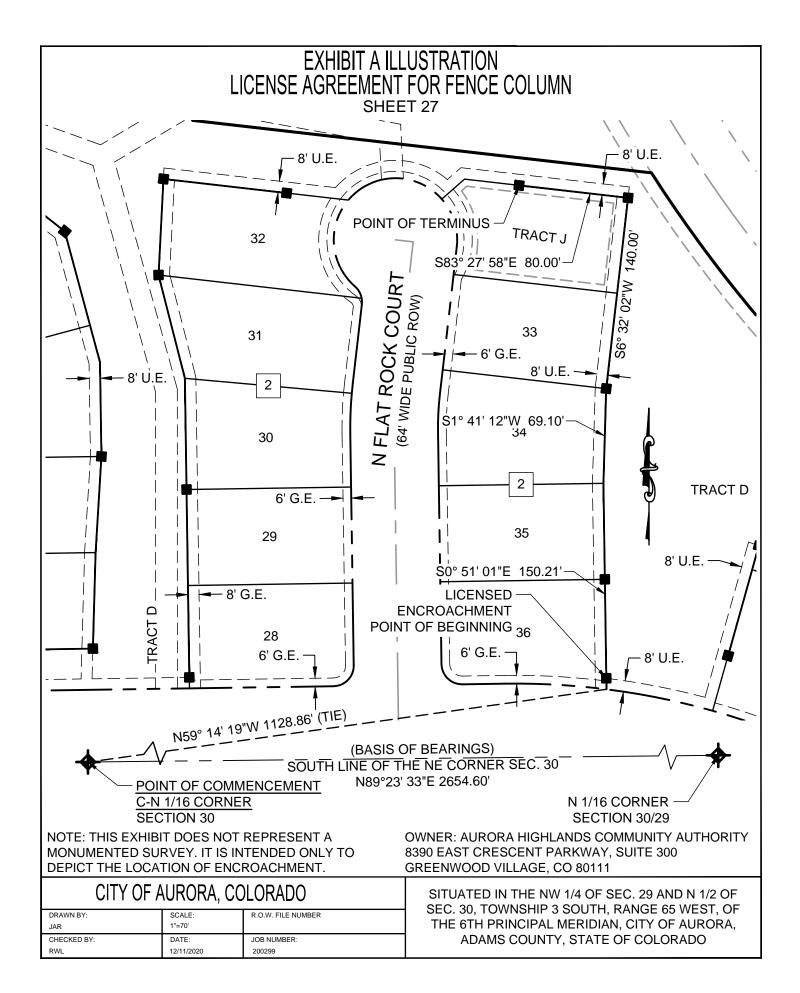


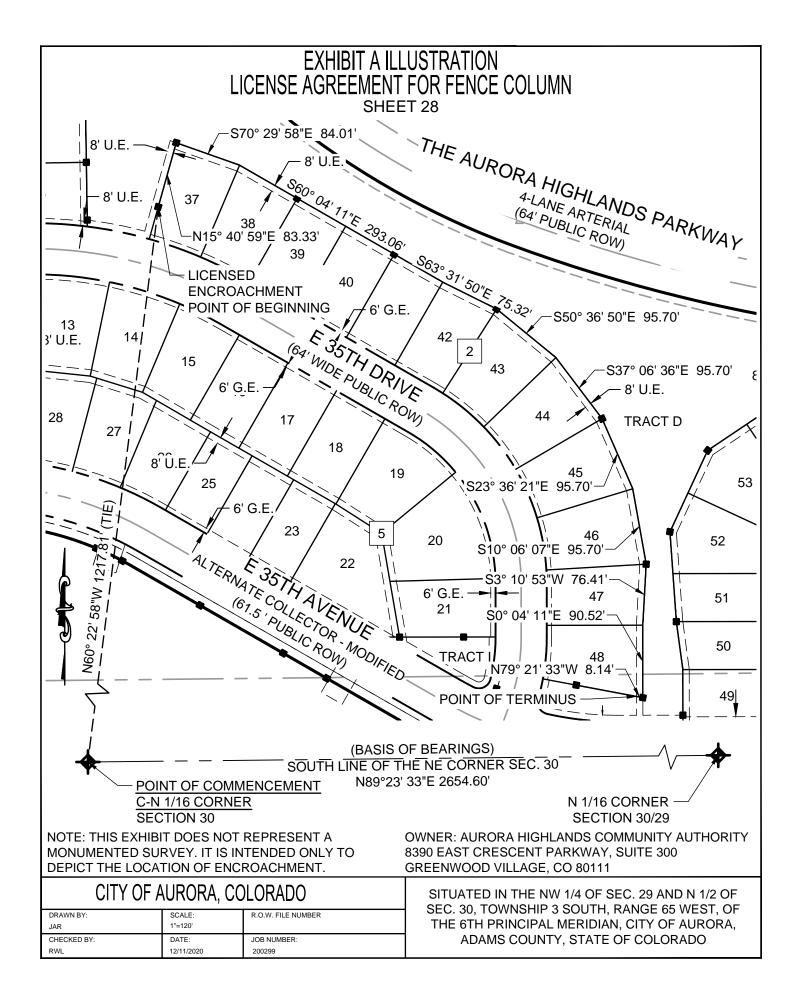


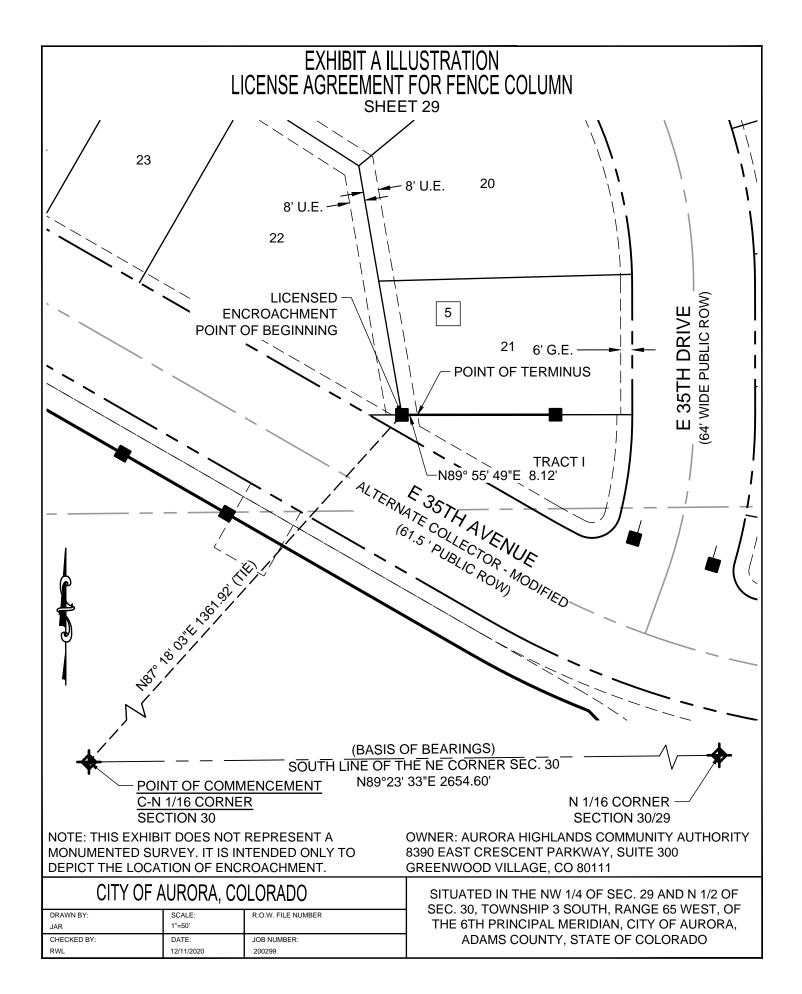


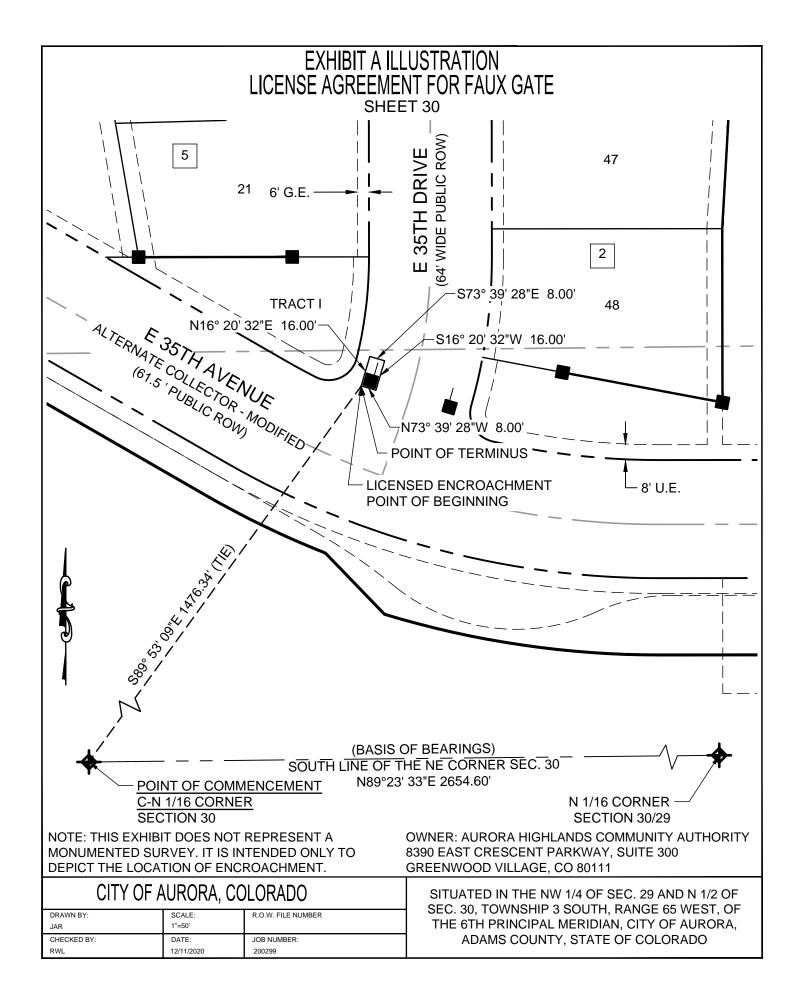


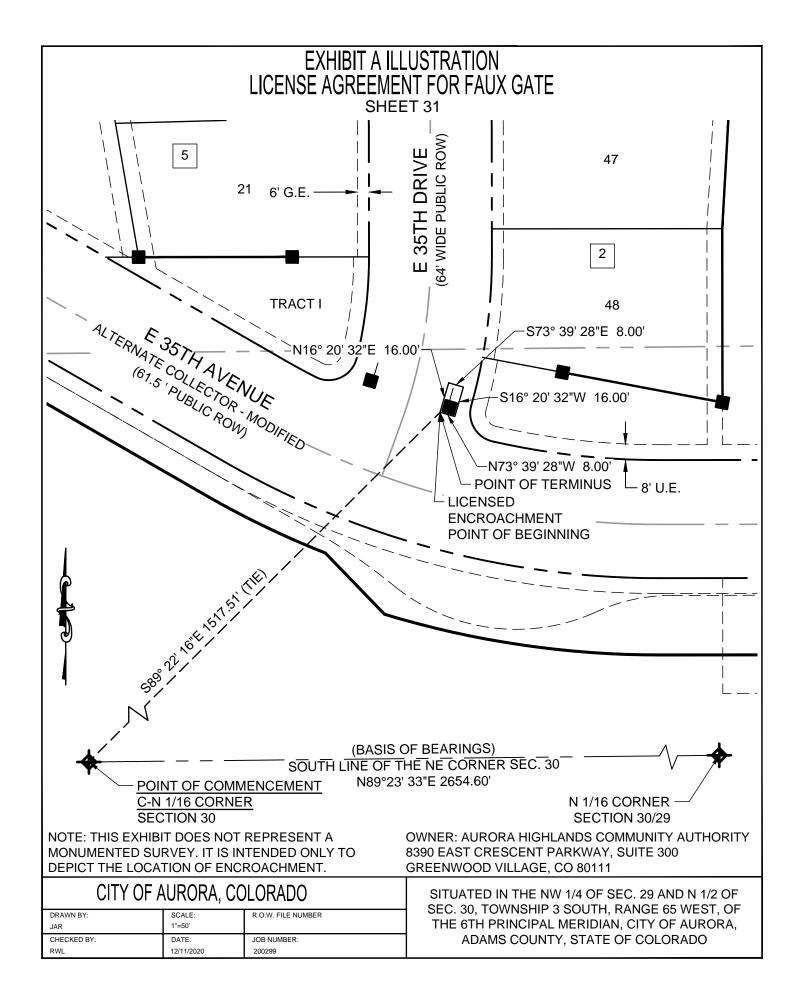


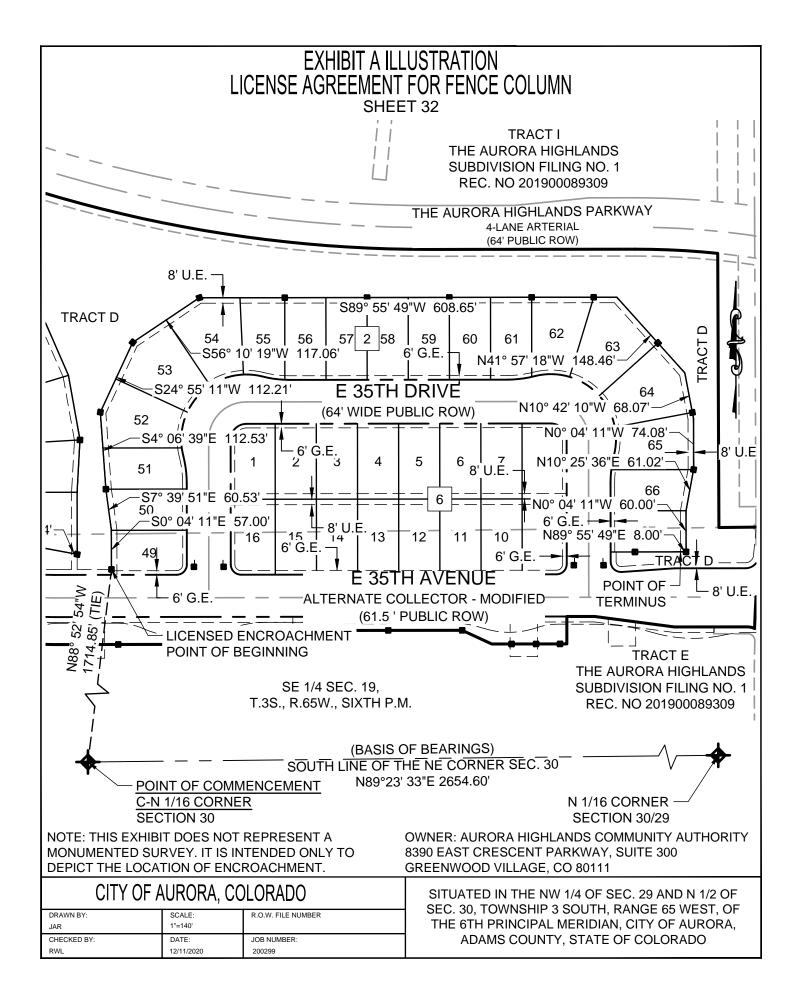


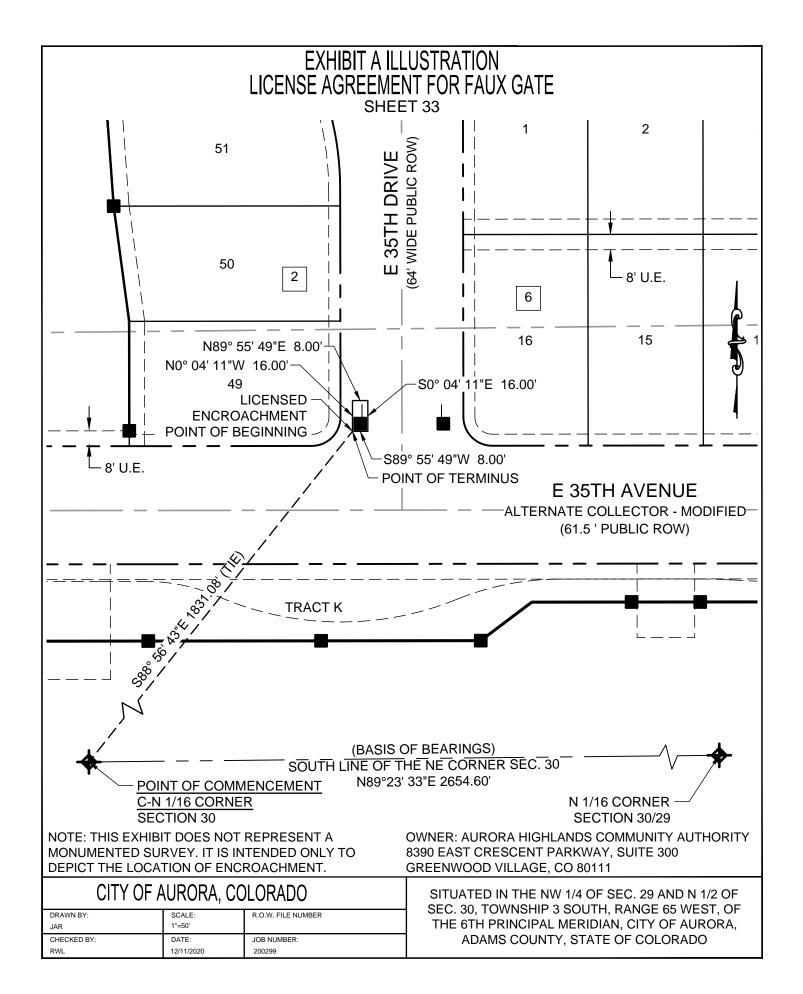


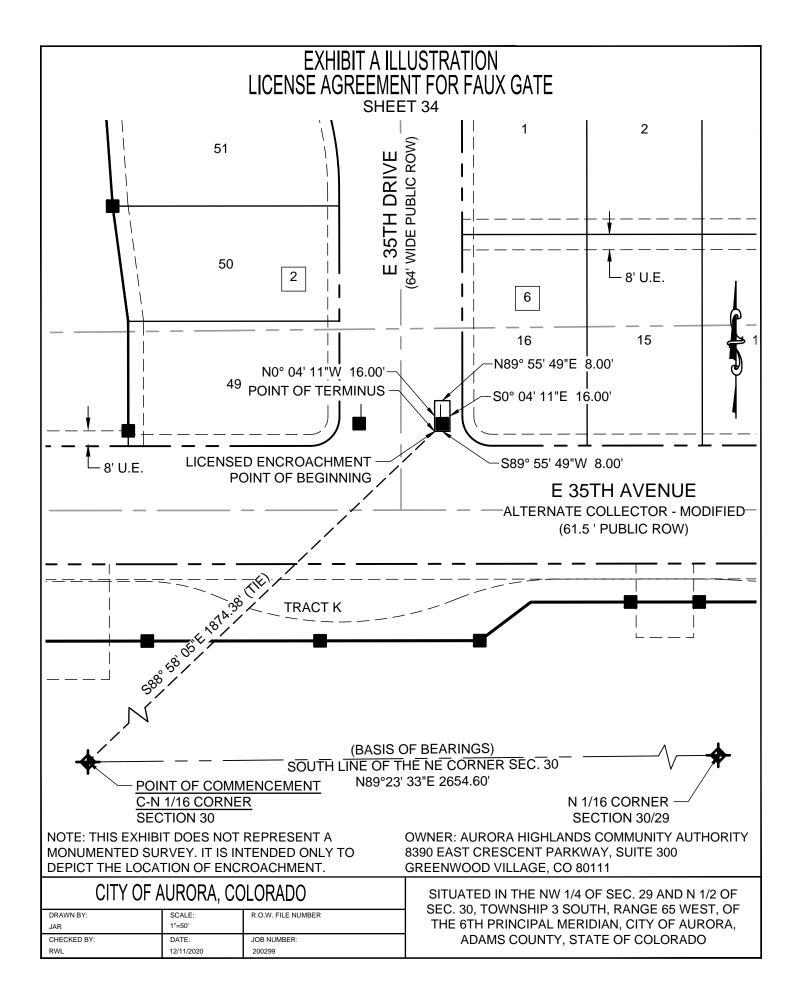


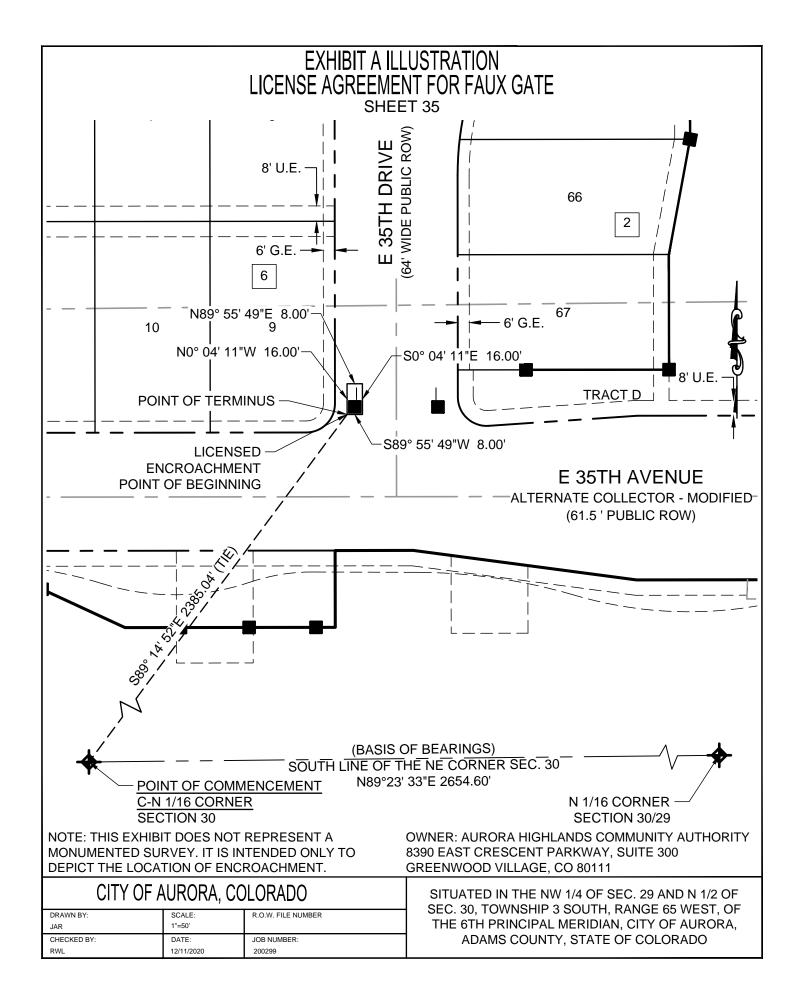


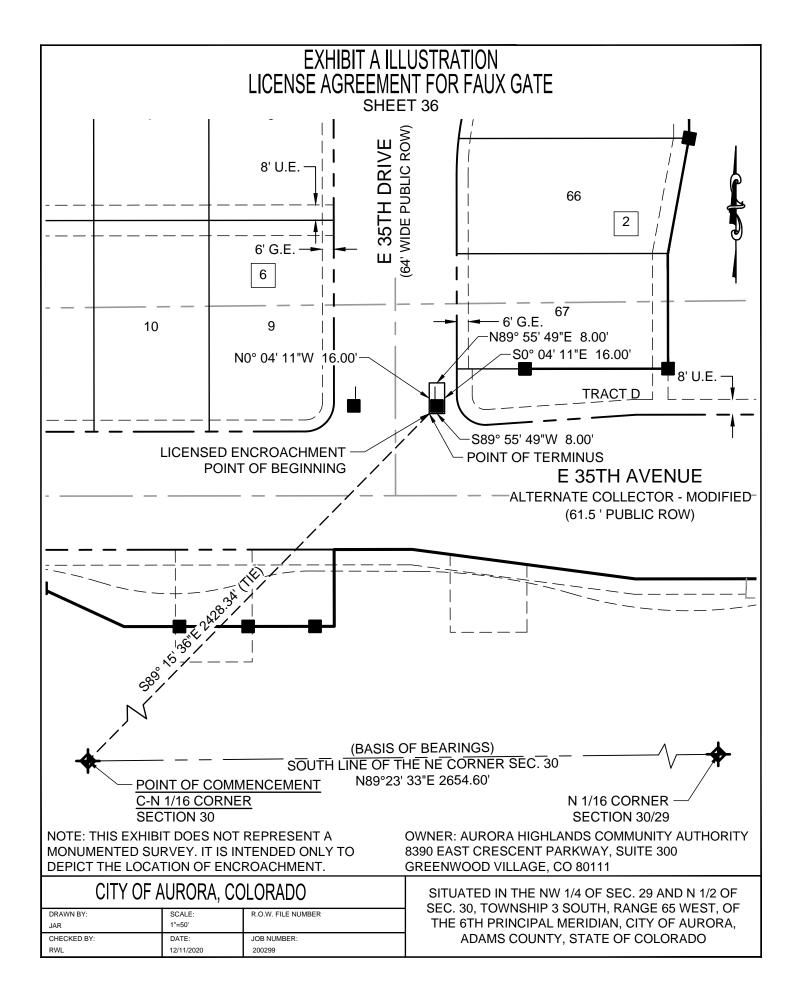


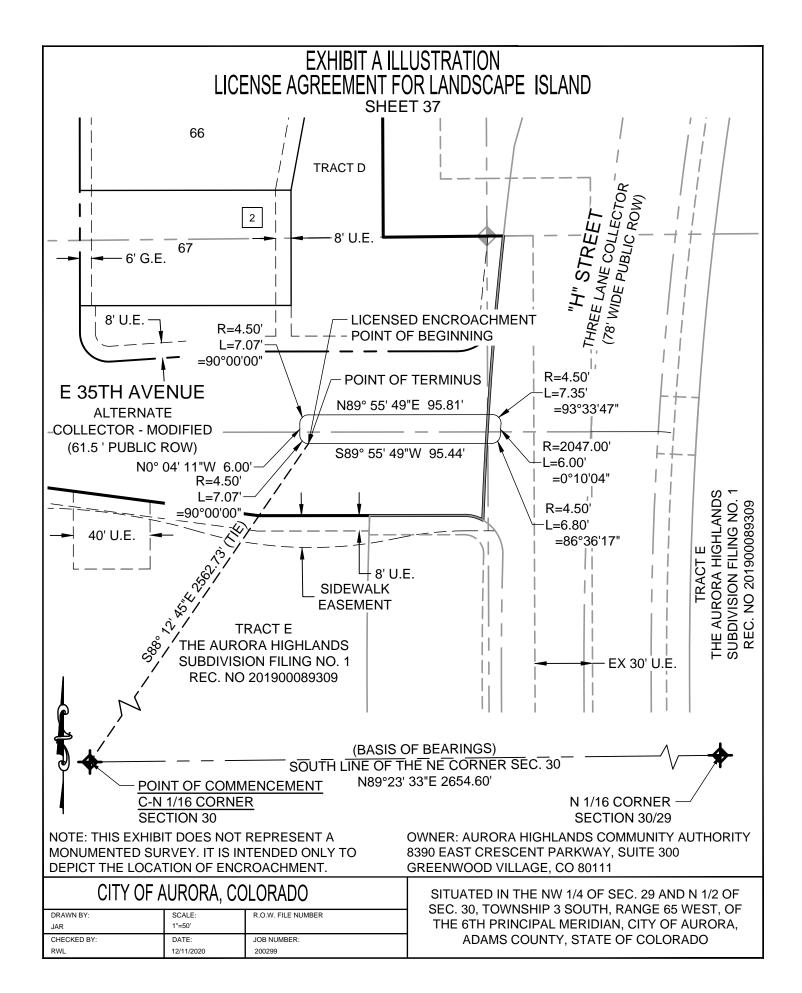


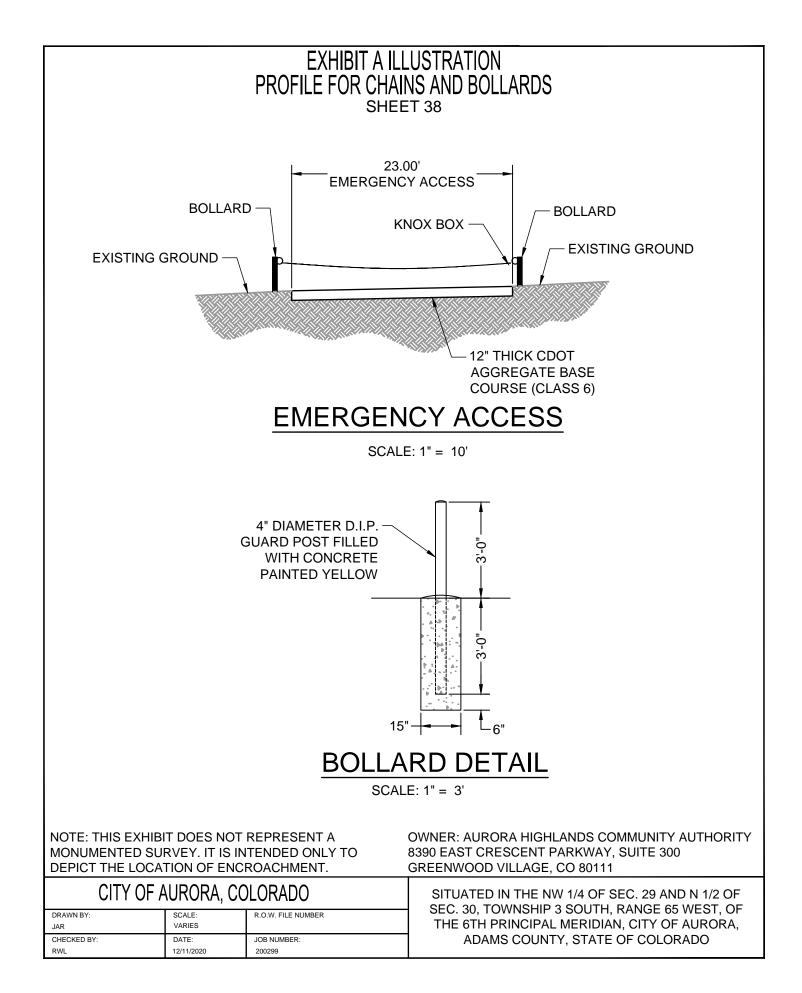


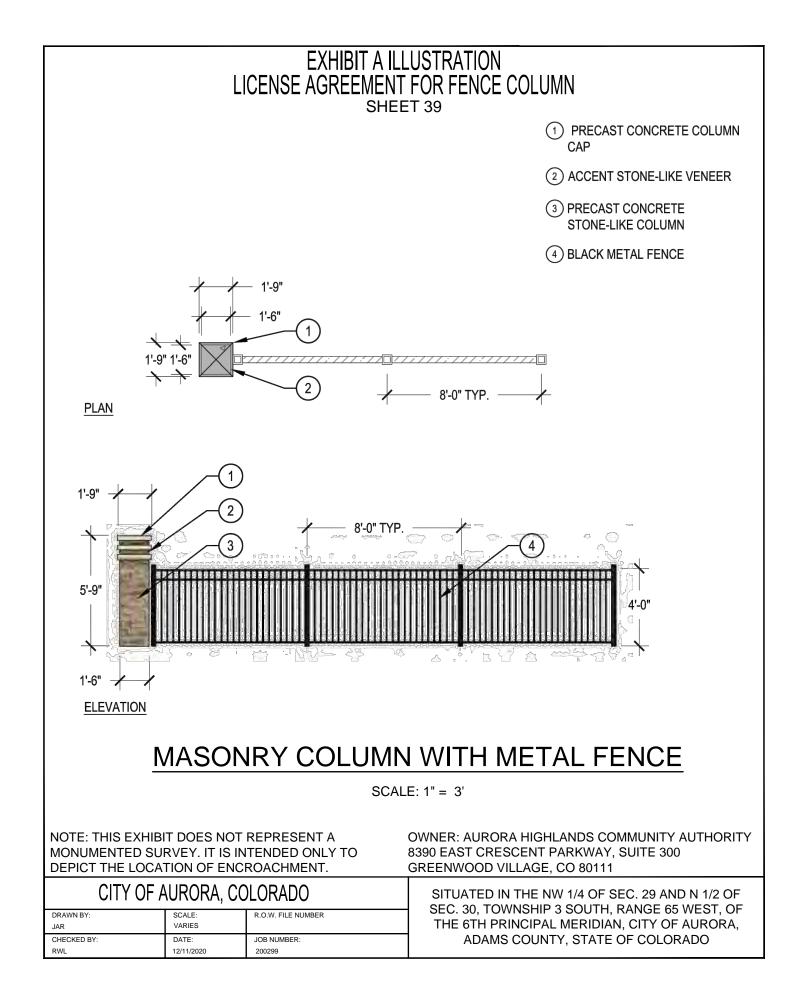


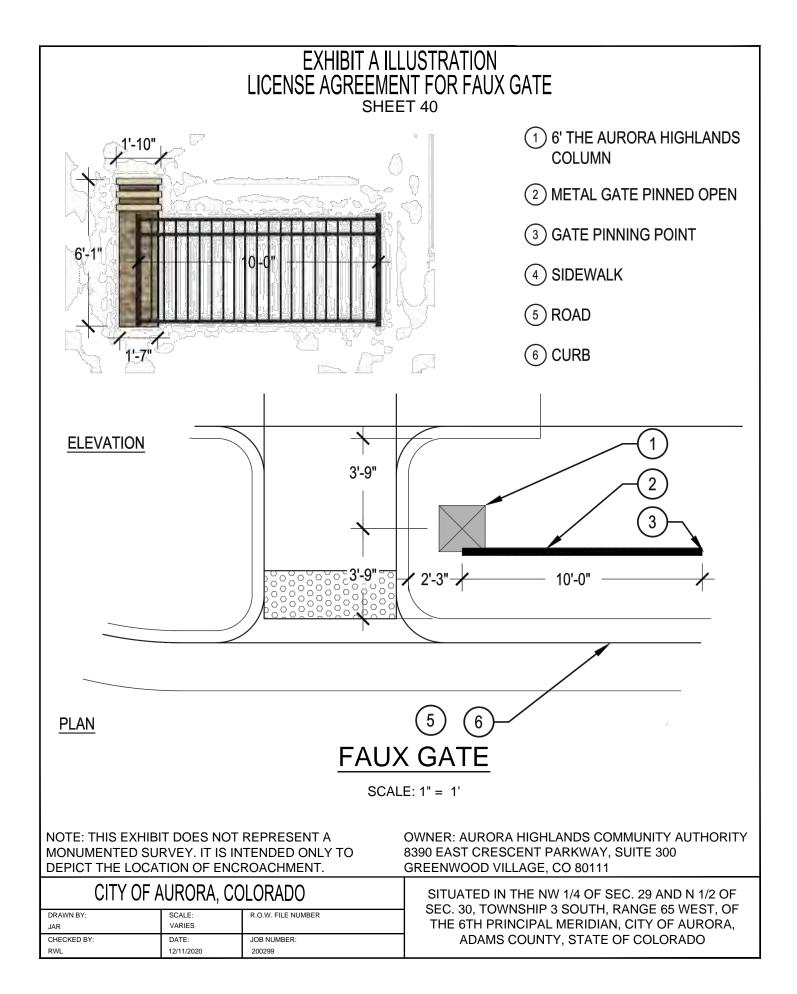


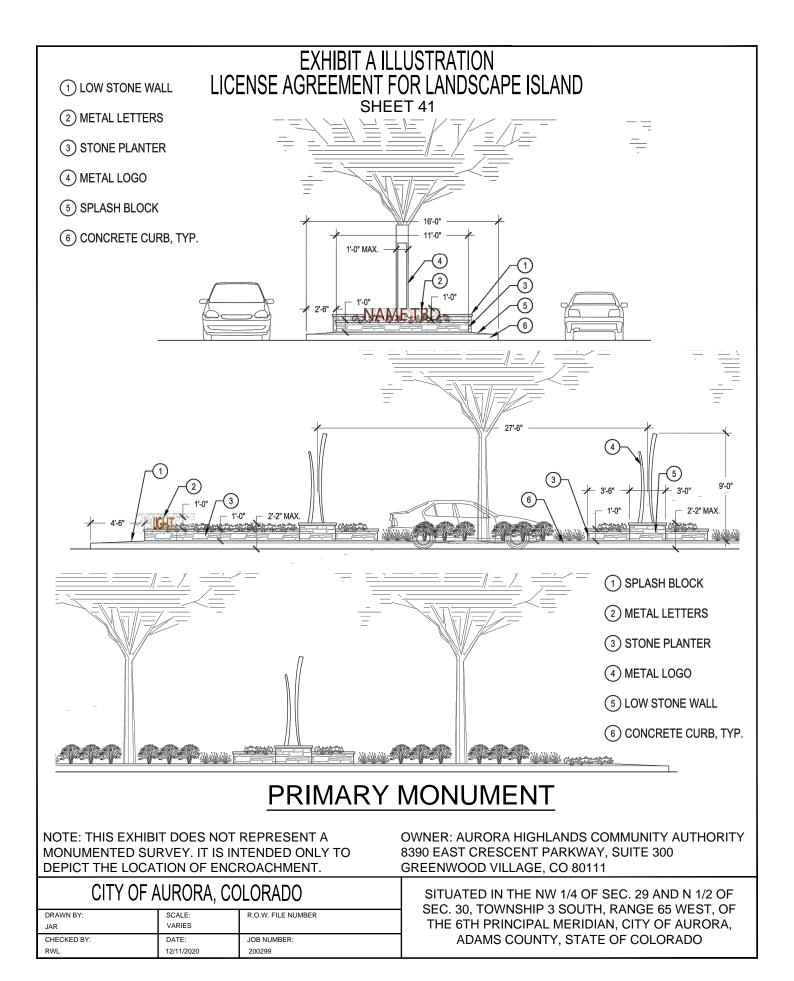












FIRE LANE AND PUBLIC ACCESS EASEMENT

The undersigned owner(s), hereinafter referred to as "Grantor(s)", hereby acknowledge(s) receipt from THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado, hereinafter referred to as "Grantee", the sum of one and no/100 dollar(s) (\$1.00) and other good and valuable consideration, and hereby grant(s) unto Grantee, a temporary easement, together with the right, privilege, and authority to construct, reconstruct, and maintain a fire lane and roadway for public access. Absent an amendment executed by the Grantor and Grantee extending the term of this easement, this easement shall terminate without further action of the Grantor and Grantee on December 31, 2028. This easement includes right of ingress and egress of emergency and service vehicles and the general public over, across, on, and through the described property. Said lanes to be designated on and through the described property as emergency and service vehicle roads and shall be constructed and maintained by the Grantee, its heirs, successors and assigns in accordance with the currently adopted Roadway Design & Specifications Manual, City Code Section 66-32 for Fire Apparatus Access Road Specifications, and the currently adopted International Fire Code, as each were amended by the Infrastructure Site Plan(s) approved by the City. Said lanes shall be posted by the Grantee with signs stating "NO PARKING - FIRE LANE" in accordance with the City Code of Aurora. Colorado.

The easement area is situated in the County of Adams, State of Colorado, and more particularly described as follows:

See legal description more fully set forth in Exhibit A, attached hereto and incorporated herein by reference "Easement Area").

The Grantor(s) shall not remove any materials from the surface of the Easement Area or stockpile materials on the right-of-way herein granted, without consent of Grantee.

The Grantor(s) reserve(s) the right to use said Easement Area for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) expressly includes the right to use the area below the ground level of the Easement Area for pipelines, utilities, and any other lawful use which will not interfere with Grantee's rights or facilities.

In the case of permanent abandonment of said easement and right-of-way by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, and property placed on said easement; and for these purposes, all property placed by Grantee within said easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six-month period, then all of said property shall become the sole and separate property of the Grantor(s), heirs, successors, and assigns, and the Grantor(s), heirs, successors, and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement. Signed and delivered this <u>12</u> day of <u>MARCH</u>, A.D. 2021.

OWNER'S NAME

GVR KING COMMERCIAL, LLC a Colorado limited liability company

tot Al Evans By:

Robert M. Evans, Senior Vice President

STATE OF NEVADA)
COUNTY OF CLARK) §)

The above and foregoing instrument was subscribed and sworn to before me this 12^{14} day of <u>March</u>, A.D. 2021, by Robert M. Evans as Senior Vice President of GVR King Commercial, LLC, a Colorado limited liability company.

My Commission expires:

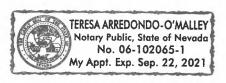
Witness my hand and official seal.

NOTARY PUBLIC

- Drolly

22/2021 D9

[SEAL]



Legal Description

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000052063 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCING</u> AT THE SOUTHWEST CORNER OF SAID SECTION 21, WHENCE THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 BEARS SOUTH 89°35'27" EAST, A DISTANCE OF 2641.10 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 78°29'36" EAST, A DISTANCE OF 214.26 FEET TO THE WEST BOUNDARY OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000052063 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, AND THE <u>POINT OF BEGINNING</u>;

THENCE DEPARTING SAID WEST BOUNDARY, NORTH 90°00'00" EAST, A DISTANCE OF 474.78 FEET TO THE EAST BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 00°31'12" EAST, A DISTANCE OF 78.00 FEET;

THENCE DEPARTING SAID EAST BOUNDARY, NORTH 90°00'00" WEST, A DISTANCE OF 475.10 FEET TO THE WEST BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID WEST BOUNDARY, NORTH 00°17'05" WEST, A DISTANCE OF 78.00 FEET TO THE <u>POINT OF BEGINNING</u>.

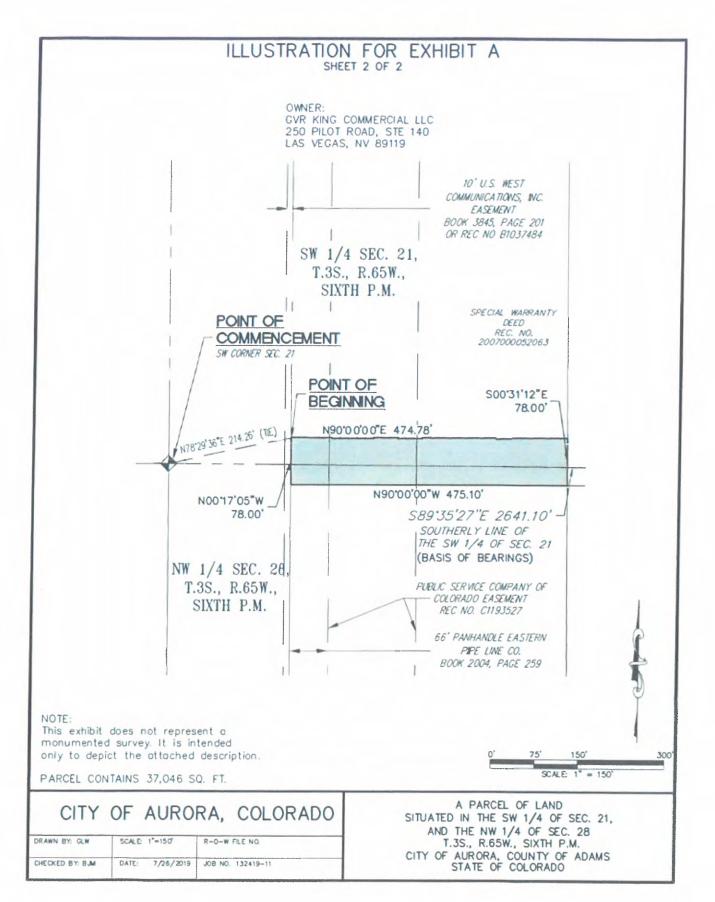
CONTAINING AN AREA OF 0.850 ACRES, (37,046 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO 80122



FIRE LANE AND PUBLIC ACCESS EASEMENT

The undersigned owner(s), hereinafter referred to as "Grantor(s)", hereby acknowledge(s) receipt from THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD, a political subdivision and public corporation of the State of Colorado, hereinafter referred to as "Grantee", the sum of one and no/100 dollar(s) (\$1.00) and other good and valuable consideration, and hereby grant(s) unto Grantee, a temporary easement, together with the right, privilege, and authority to construct, reconstruct, and maintain a fire lane and roadway for public access. Absent an amendment executed by the Grantor and Grantee extending the term of this easement, this easement shall terminate without further action of the Grantor and Grantee on December 31, 2028. This easement includes right of ingress and egress of emergency and service vehicles and the general public over, across, on, and through the described property. Said lanes to be designated on and through the described property as emergency and service vehicle roads and shall be constructed and maintained by the Grantee, its heirs, successors and assigns in accordance with the currently adopted Roadway Design & Specifications Manual, City Code Section 66-32 for Fire Apparatus Access Road Specifications, and the currently adopted International Fire Code, as each were amended by the Infrastructure Site Plan(s) approved by the City. Said lanes shall be posted by the Grantee with signs stating "NO PARKING - FIRE LANE" in accordance with the City Code of Aurora, Colorado.

The easement area is situated in the County of Adams, State of Colorado, and more particularly described as follows:

See legal description more fully set forth in Exhibit A, attached hereto and incorporated herein by reference "Easement Area").

The Grantor(s) shall not remove any materials from the surface of the Easement Area or stockpile materials on the right-of-way herein granted, without consent of Grantee.

The Grantor(s) reserve(s) the right to use said Easement Area for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) expressly includes the right to use the area below the ground level of the Easement Area for pipelines, utilities, and any other lawful use which will not interfere with Grantee's rights or facilities.

In the case of permanent abandonment of said easement and right-of-way by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, and property placed on said easement; and for these purposes, all property placed by Grantee within said easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six-month period, then all of said property shall become the sole and separate property of the Grantor(s), heirs, successors, and assigns, and the Grantor(s), heirs, successors, and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of easement herein contained or any right or privilege attaching to the herein described grant of easement. Signed and delivered this <u>12</u> day of <u>marcut</u>, A.D. 2021.

OWNER'S NAME

AURORA TECH CENTER HOLDINGS, LLC, a Colorado limited liability company

Robert At Evans By:

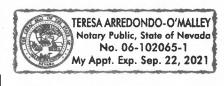
Robert M. Evans, Senior Vice President

STATE OF NEVADA))§ COUNTY OF CLARK)

The above and foregoing instrument was subscribed and sworn to before me this <u>12</u>th day of <u>March</u>, A.D. 2021, by Robert M. Evans as Senior Vice President of Aurora Tech Center Holdings, LLC, a Colorado limited liability company.

My Commission expires:

2021



[SEAL]

Witness my hand and official seal.

Half

NOTARY PUBLIC

Exhibit A

Legal Description

A PARCEL OF LAND VARYING IN WIDTH, SITUATED IN THE NORTH HALF OF SECTION 28, AND THE SOUTH HALF OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2018000102103, A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2018000102104, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCING</u> AT THE SOUTHWEST CORNER OF SAID SECTION 21, WHENCE THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 BEARS SOUTH 89° 35'27" EAST, A DISTANCE OF 2,641.10 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE NORTH 86°25'42" EAST, A DISTANCE OF 686.07 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00'00" EAST, A DISTANCE OF 1,515.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 993.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 °06'32", AN ARC LENGTH OF 365.84 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 907.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'05", AN ARC LENGTH OF 668.32 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 993.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 °06'32", AN ARC LENGTH OF 365.84 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 90°00'00" EAST, A DISTANCE OF 1,682.75 FEET TO THE WESTERLY RIGHT-OF-WAY OF MONAGHAN ROAD AS DESCRIBED IN BOARD OF COUNTY COMMISSIONERS BOOK 5, AT PAGE 456, IN THE BOARD OF COUNTY COMMISSIONERS RECORDS, SAID COUNTY AND STATE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°05'46" EAST, A DISTANCE OF 78.00 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 90°00'00" WEST, A DISTANCE OF 1,682.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 915.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 °06'32", AN ARC LENGTH OF 337.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 985.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 13'05", AN ARC LENGTH OF 725. 79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 915.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 °06'32", AN ARC LENGTH OF 337.11 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 90°00'00" WEST, A DISTANCE OF 1,515.21 FEET;

THENCE NORTH 00° 31'12" WEST, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

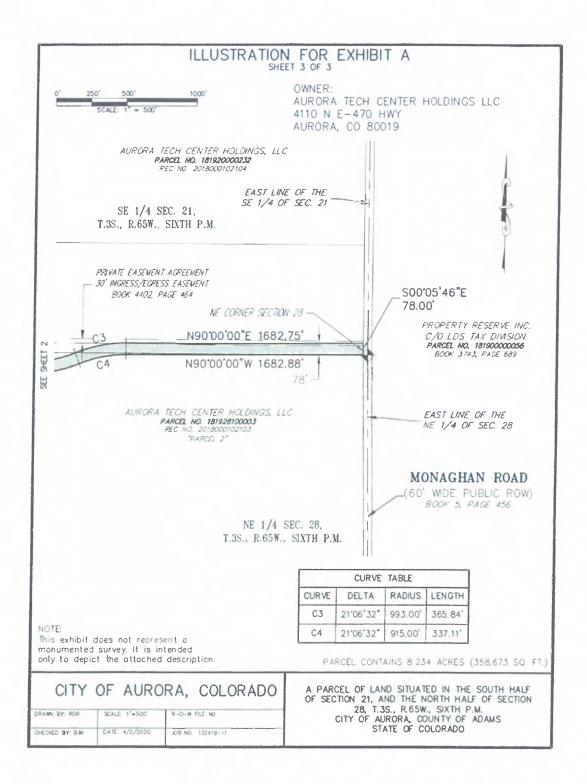
CONTAINING AN AREA OF 8.234 ACRES, (358,673 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



BRADY J. MOORHEAD, PLS 38668 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO 80122





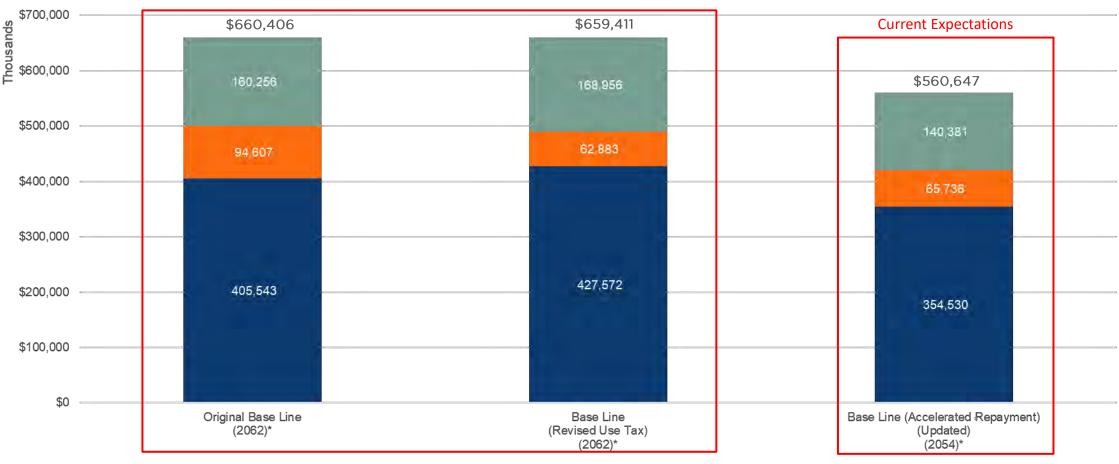
Presentation to the ARTA Board

Financial Impact of Inclusions and Picadilly Interchange Contribution

March 3, 2021



Summary of Member Contributions – IGA Projects



"Apples – to – Apples Comparison"

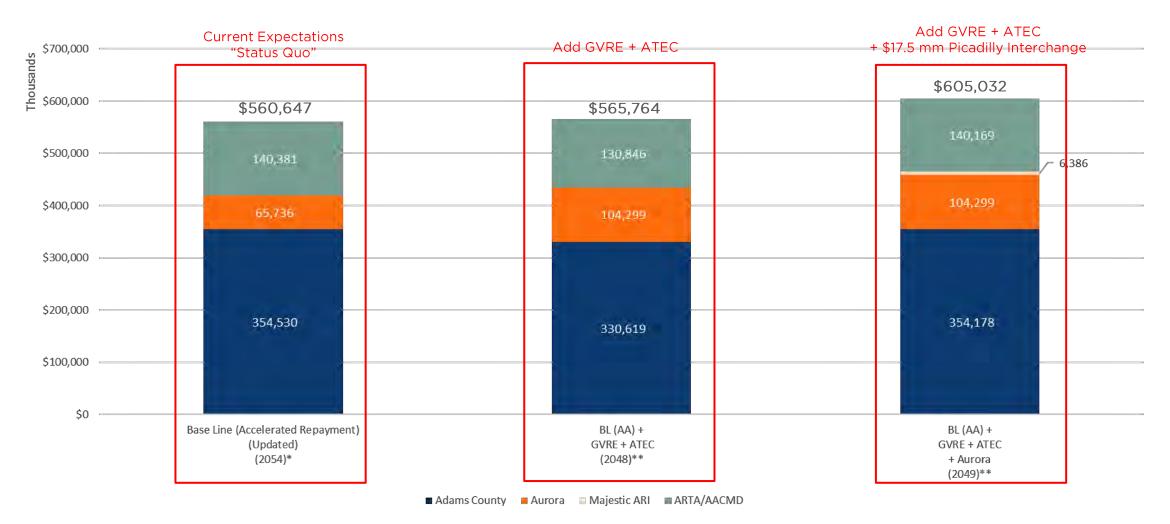
Adams County Aurora ARTA/AACMD

* Assumes current IGA Exhibit D project schedule & costs

"Current Expectations" updated to reflect current model assumptions; Aurora use tax remains flat at \$105/sq ft Totals may not add up due to rounding



Summary of Member Contributions – Inclusions + Picadilly



*Assumes current IGA Exhibit D project schedule & costs

**Assumes Aurora use tax changes to \$120/sq ft in 2022, inflating at 3.10% annually through full build out 3 Totals may not add up due to rounding



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. 33

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 8, 2021 PROJECT: 181106 Engineer's Report and Verification of Costs No. 10



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ENGINEER'S REPORT

INTRODUCTION	1
SUMMARY OF FINDINGS	1
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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 tenth deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

Section 4.1 of the First Amended and Restated Facilities Funding and Acquisition Agreement entered into on August 23, 2018, between Aerotropolis Area Coordinating Metropolitan District and Aurora Highlands, LLC, a Nevada limited liability company ("Developer") states, "...the District agrees to make payment to the Developer for all Developer Advances and /or Verified Costs, together with interest thereon." 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 \$2,467,406.73 of incurred expenses associated with Draw Request No. 33. Of the \$2,467,406.73 reviewed, Schedio Group verified \$2,465,821.73 as being associated with the design and construction of Public Improvements; of which \$1,738,889.85 is associated with AACMD Series A Bonds, \$7,942.00 with AACMD Series B Bonds, \$32,182.50 with ATEC Metropolitan District ("ATEC MD"), and \$686,807.38 with Aerotropolis Regional Transportation Authority ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report. The total amount verified associated with AACMD and ATEC MD is **\$1,779,014.35**.

For a summary of verified expenses associated with the design and construction of Public Improvements for AACMD and ATEC MD, please see *Figure 1 – Summary of Verified Expenses for AACMD and ATEC MD* below and attached *Exhibit A – Summary of Costs Reviewed (by Job Code* and *by Vendor.*

							AACMD + ATEC		
	DRAW 33	DEVELOPER DRAW 33		AACMD DRAW 33		ATEC DRAW 33	DRAW 33	ARTA DRAW 33	TOTAL DRAW 33
	REVIEWED AMT	PRIVATE AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT	VERIFIED AMT
			(SERIES A BONDS)	(SERIES B BONDS)	(SERIES A + B BONDS)				
SOFT AND INDIRECT+ HARD COSTS									
TOTALS>	\$ 2,467,406.73	\$ 1,585.00	\$ 1,738,889.85	\$ 7,942.00	\$ 1,746,831.85	\$ 32,182.50	\$ 1,779,014.35	\$ 686,807.38	\$ 2,465,821.73

Figure 1 - Summary of Verified Expenses for AACMD and ATEC MD



DETERMINATION OF PUBLIC PRORATION PERCENTAGE

As final plats are not available for the entire The Aurora Highlands ("TAH") 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 TAH 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. 33 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 5, 2021. 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 33. 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 33. 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 8, 2021.

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 October 20, 2020 (date of E-470 Public Highway Authority Invoice No. 4003) to March 1, 2021 (date of Ox Blue Invoice No. 439826), are reasonably valued at **\$1,779,014.35**.

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 8, 2021

Timothy A. McCarthy, P.E. Colorado License No. 44349



EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED BY JOB CODE

MARCH 8, 2021 - DRAW 33 CAB VERIFICATION NO. 10		TOTAL DRAW 33	DEVELOPER DRAW 33	CAB A BONDS DRAW 33	CAB B BONDS DRAW 33	ARTA DRAW 33	ATEC DRAW 33
ARTA VERIFIC	ATION NO. 22						
JOB CODE	JOB CODE DESCRIPTION		30900	30902	30902	30903	30904
100	Overall Project Management	\$ 189,704.48	\$-	\$ 189,704.48	\$-	\$ -	\$-
101	Overall Project (Non Specific)	\$ 30,399.58	\$-	\$ 30,399.58	\$-	\$-	\$-
104	Engineer's Report and Verification of Costs	\$ 24,573.90	\$ -	\$ 18,613.90	\$ -	\$ 5,960.00	\$ -
106	GIS & Document Management	\$ 25,760.00	\$-	\$ 25,760.00	\$ -	\$ -	\$-
110	Contractor Prequal	\$ 1,977.00	\$-	\$ 1,977.00	\$ -	\$-	\$ -
140	ISP (Phase 1)	\$ 1,286.50	\$-	\$ 1,286.50	\$ -	\$-	\$-
143	ISP (Phase 4)	\$ 12,598.50	\$-	\$ 12,598.50	\$-	\$-	\$ -
155	Monitoring	\$ 4,536.00	\$-	\$ 4,536.00	\$ -	\$-	\$-
203	Monument (Phase 1)	\$ 3,801.33	\$-	\$ 3,801.33	\$-	\$-	\$-
204	Monument (Phase 2)	\$ 31,676.25	\$ -	\$ 31,676.25	\$ -	\$ -	\$ -
205	Monument (E470)	\$ 46,155.75	\$-	\$ 46,155.75	\$-	\$-	\$ -
210	E470 Interchange (Phase 1)	\$ 212,618.10	\$ -	\$ -	\$ -	\$ 212,618.10	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 61,182.00	\$-	\$ 61,182.00	\$-	\$ -	\$ -
221	Main St (TAH Pkwy-42nd Ave)	\$ 65,003.24	\$-	\$ 65,003.24	\$-	\$-	\$-
222	Main St (42nd Ave-46th Ave)	\$ 1,585.00	\$-	\$ 1,585.00	\$ -	\$-	\$-
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 2,698.70	\$-	\$ 2,698.70	\$-	\$-	\$-
231	Denali Blvd (42nd Ave - 48th Ave)	\$ 1,585.00	\$ -	\$ 1,585.00	\$ -	\$ -	\$ -
232	38th Pl (Main St to Denali Blvd)	\$ 80,863.09	\$-	\$ 80,863.09	\$-	\$-	\$-
241	TAH Pkwy (Main St-Denali Blvd)	\$ 909,944.85	\$ -	\$ 638,439.65	\$ -	\$ 271,505.20	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 2,057.50	\$-	\$ -	\$ -	\$ 2,057.50	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 68,516.00	\$ -	\$ -	\$ -	\$ 68,516.00	\$ -
248	38th Pkwy (Powhaton Rd to Monaghan Rd)	\$ 2,057.50	\$ -	\$ -	\$ -	\$ -	\$ 2,057.50
249	38th Pkwy (TAH Pkwy to Powhaton Rd)	\$ 2,057.50	\$-	\$ 2,057.50	\$-	\$-	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 40,655.32	\$ -	\$ 40,655.32	\$ -	\$ -	\$ -
251	42nd Ave (Denali Blvd-School)	\$ 58,330.31	\$-	\$ 58,330.31	\$-	\$-	\$-
252	42nd Ave (School-Reserve Blvd)	\$ 1,645.28	\$ -	\$ 1,645.28	\$ -	\$-	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 204,478.94	\$-	\$ 204,478.94	\$-	\$-	\$-
261	Hogan St Park (West Village Ave-TAH Pkwy)	\$ 502.56	\$ -	\$ 502.56	\$ -	\$-	\$ -
270	SS Outfall (E470-Main St)	\$ 3,011.81	\$ -	\$ 3,011.81	\$ -	\$ -	\$ -
271	SS Outfall (Main St/38th Place/TAH Pkwy/Denali Blvd)	\$ 788.94	\$ -	\$ 788.94	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 105,225.58	\$-	\$-	\$ -	\$ 105,225.58	\$-
300	Powhaton Rd (I-70-26th Ave)	\$ 20,925.00	\$-	\$-	\$-	\$ 20,925.00	\$-
330	West Village Ave (Main St-26th St)	\$ 992.25	\$-	\$ 992.25	\$-	\$-	\$-
334	Hogan St Park (West Village Ave/TAH Pkwy)	\$ 17,076.75	\$-	\$ 17,076.75	\$-	\$-	\$ -
400	Section 21/28 Miscellaneous	\$ 30,125.00	\$-	\$ -	\$-	\$-	\$ 30,125.00
501	School 01	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 7,472.50	\$-	\$ 7,472.50	\$-	\$-	\$ -
532	Park 02	\$ 177,836.32	\$ -	\$ 177,836.32	\$ -	\$ -	\$ -
	Park 03	\$ 2,975.40	\$ -	\$ 2,975.40	\$ -	\$ -	\$ -
900	Filing 01 - Overall	\$ 5,721.00	\$-	\$ -	\$ 5,721.00	\$-	\$ -
901	Filing 01 - RAH	\$ 3,170.00	\$ 1,585.00	\$ -	\$ 1,585.00	\$ -	\$ -
903	Filing 03	\$ 636.00	\$ -	\$-	\$ 636.00	\$ -	\$ -
	TOTALS>	\$ 2,467,406.73	\$ 1.585.00	\$ 1.738.889.85	\$ 7,942.00	Ś 686.807.38	\$ 32,182.50

SUMMARY OF COSTS VERIFIED BY VENDOR

VENDOR	т	OT DRAW 33		PRI DRAW 33	A	ACMD SERIES A DRAW 33	A	ACMD SERIES B DRAW 33	ļ	ARTA DRAW 33		ATEC DRAW 33
AECOM	\$	105,375.13	\$	-	\$	105,375.13	\$	-	\$	-	\$	-
Aggregate Industries	\$	40,408.06	\$	-	\$	40,408.06	\$	-	\$	-	\$	-
American Civil Constructors	\$	177,836.32	\$	-	\$	177,836.32	\$	-	\$	-	\$	-
Aztec Consultants	\$	9,472.08	\$	-	\$	6,325.41	\$	-	\$	3,146.67	\$	-
Beam, Longest & Neff	\$	118,093.08	\$	-	\$	-	\$	-	\$	118,093.08	\$	-
Bemas	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Big West Consulting	\$	28,730.00	\$	-	\$	28,730.00	\$	-	\$	-	\$	-
Brightview Landscaping	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Brownstein Hyatt Farber Schreck	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
BT Construction, Inc.	\$	-	\$		\$	-	\$	-	\$	-	\$	-
Cage Civil Engineering	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Centurylink	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City of Aurora	\$	12,256.00	\$	-	\$	6,739.60	\$	636.00	\$	4,880.40	\$	-
Colorado Barricade	\$	-	\$	-	\$ \$	-	\$ \$	-	\$ \$		\$ \$	-
Colorado Interstate Gas Company, LLC Concrete Curb and Paving	\$	-	\$	-	\$	-	\$	-	\$	-		-
		-		-		-	\$	-	\$	-	\$	-
Contour Services CTL Thompson	\$ \$	- 92,664.00	\$ \$	-	\$ \$	- 56,837.24	\$	-	\$	5,701.76	\$ \$	- 30,125.00
DCB Construction Company, Inc	\$ \$	45,610.00	\$	-	\$	45,610.00	\$	-	\$	5,/01./6	\$ \$	30,123.00
Diversified Underground	ې \$	45,010.00	\$ \$	-	ې \$	45,010.00	\$ \$	-	\$ \$	-	\$ \$	-
Dyna Electric	\$ \$	317.797.52	ş Ś		\$	300,560.72	\$	-	\$	17.236.80	\$ \$	-
E-470 Public Highway Authority	ې \$	8,852.50	\$ \$	-	\$ \$	300,300.72	\$ \$	-	\$ \$	8,852.50	ې \$	-
Ecological Resource Consultants	ې \$	833.50	ې \$		ې \$	483.43	\$ \$	-	ې \$	350.07	ې \$	
EV Studio	Ś	055.50	Ś	_	Ś	403.45	Ś	-	Ś	550.07	Ś	
Fairfield & Woods, P.C.	Ś	_	\$	_	\$	-	\$	-	\$	-	Ś	-
Felsburg Holt and Ullevig	\$	186,509.83	Ş	-	\$	-	\$	-	\$	186,509.83	\$	
Fiore and Sons	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Golden Triangle Construction	\$	8,999.25	\$	-	\$	8,999.25	\$	-	\$	-	\$	-
Green Brothers Oil, LLC	Ś	-	Ś	-	Ś	-	Ś	-	Ś	-	Ś	-
HR Green	\$	109,625.50	Ş	-	\$	29,084.00	\$	-	\$	80,541.50	Ş	-
Iron Woman	Ś	-	Ś	-	\$	-	Ś	-	\$	-	Ś	-
JHL	\$	682,314.88	\$	-	\$	530,084.44	\$	-	\$	152,230.44	\$	-
Kelley Trucking Inc	\$	212,024.61	\$	-	\$	122,974.29	\$	-	\$	89,050.32	\$	-
Knighthawk	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Kumar & Associates, Inc.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lamb Star	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Liberty Waste Management	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
MadVision	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Martin Marietta	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Merrick	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
My Asset Map	\$	25,760.00	\$	-	\$	25,760.00	\$	-	\$	-	\$	-
Norris Design Inc.	\$	28,255.00	\$	-	\$	28,169.74	\$	-	\$	85.26	\$	-
OxBlue Corporation	\$	4,536.00	\$	-	\$	4,536.00	\$	-	\$	-	\$	-
Pase	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Perkins + Will	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Premier Earthworks	\$	-	\$		\$	-	\$	-	\$	<u> </u>	\$	-
QualCorr	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
S & S Coating Services LLC	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Schedio Group	\$	30,294.90	\$	-	\$	18,613.90	\$	5,721.00	\$	5,960.00	\$	-
Stormwater Logistics	\$	156 359 57	\$	1,585.00	\$	-	\$	- 1,585.00	\$	4,501.40	\$	1 505 00
Stormwater Risk Mgmt	\$ \$	156,358.57	\$ \$	1,585.00	\$ \$	147,102.17	\$ \$	1,585.00	\$ \$	4,501.40	\$	1,585.00
Straightline Sawcutting		47,250.00	_	-	_	37,110.15		-		9,667.35	Ŷ	472.50
Summit Strategies Sunstate Equipment Co.	\$ \$	47,250.00	\$ \$	-	\$ \$	37,110.15	\$ \$	-	\$ \$	9,007.35	\$ \$	472.50
Terra Forma Solutions	Ş Ş	-	Ş Ś	-	\$ \$	-	\$	-	Ş		Ş	-
Union Pacific Railroad	ې \$	-	\$ \$	-	\$ \$	-	ې \$	-	ې \$	-	\$ \$	-
United Rentals	\$ \$	-	\$	-	\$	-	\$	-	\$		\$ \$	-
W.L. Contractors, inc.	ې \$		\$ \$	-	\$ \$		\$ \$	-	ې \$		ې \$	-
Wagner	ŝ	17,550.00	Ś	-	\$	17.550.00	\$	-	\$		Ś	-
West Direct Equipment Savers	ې \$		\$ \$	-	\$		\$ \$	-	\$ \$	-	\$ \$	-
Western Fleet Services	\$	-	\$	-	\$		\$		\$		\$	
Xcel Energy	ŝ	-	ŝ	-	\$	-	\$		ŝ		ŝ	
	Ś	2 467 406 78	Ś	1 FOF 00		1 720 000 05		7.042.00		CRC 007 20		22.402.50
TOTALS>	Ş	2,467,406.73	\$	1,585.00	\$	1,738,889.85	\$	7,942.00	\$	686,807.38	\$	32,182.50



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)

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

CERTIFIED RECORD

OF

PROCEEDINGS OF

THE BOARD OF DIRECTORS

OF

THE AURORA HIGHLANDS COMMUNITY AUTHORITY BOARD

Authorizing a draw on March 24, 2021 of the

The Aurora Highlands Community Authority Board Special Tax Revenue Draw-Down Bonds Series 2020A

Adopted at a Special Meeting Held on March 18, 2021

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

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

The Board of Directors (the "Board") of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the "Authority"), held a special meeting open to the public at Information Center, 3900 E. 470 Beltway, Aurora, Colorado 80019, on Thursday, the 18th day of March, 2021 at 1:00 p.m.

In accordance with §11-57-211, C.R.S., one or more of the members of the Board participated in this meeting and voted through the use of a conference telephone, and there was at least one person physically present at the designated meeting area to ensure that the public meeting was in fact accessible to the public.

At such meeting, the following members of the Board were present, constituting a quorum:

Matthew Hopper	President
Carla Ferreira	Vice President
Michael Sheldon	Treasurer
Cynthia Shearon	Assistant Secretary
Deanna Hopper	Assistant Secretary

At such meeting, the following members of the Authority Board were excused and not present:

Kathleen Sheldon	Assistant Secretary
Also present at such meeting:	
Authority Manager:	Denise Denslow CliftonLarsonAllen LLP
Authority Counsel:	MaryAnn McGeady, Esq., Jon Hoistad, Esq. & Elisabeth Cortese, Esq. McGeady Becher P.C.
Authority Bond Counsel:	Kamille Curylo, Esq. and Tanya Barton, Esq. Kutak Rock LLP
Placement Agent:	Brooke Hutchens D.A. Davidson & Co.
Accountant:	Debra Sedgeley CliftonLarsonAllen LLP

At such meeting thereupon there was introduced the following resolution:

RESOLUTION

Capitalized terms used and not otherwise defined herein have the respective meanings set forth in the Authorizing Resolution (as defined herein) or in the 2020A Indenture (as defined herein).

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 Authority and the Districts have entered into that certain The Aurora Highlands Community Authority Board Establishment Agreement, dated as of November 21, 2019, as supplemented and amended by the First Amended and Restated Aurora Highlands Community Authority Board Establishment Agreement, dated as of April 16, 2020 (collectively, the "CABEA"), for the purpose of creating the Authority in order that the Authority can establish a method of coordinating among the Districts the design, planning, construction, acquisition, financing, operations and maintenance of public facilities, the debt for which was approved at the Election (as defined in the Indentures), including, without limitation, necessary or appropriate equipment (the "Public Improvements") necessary for the community located in the service area of the Authority, in the City of Aurora, Adams County, Colorado, and commonly known as The Aurora Highlands (the "The Aurora Highlands Development"); 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 Board of Directors (the "Board") of the Authority previously authorized the issuance of up to \$165,159,327 of its Special Tax Revenue Draw-Down Bonds, Series 2020A (the "Bonds") pursuant to a resolution adopted by the Board on April 16, 2020 (the "Authorizing Resolution"), to or at the direction of Oxnard Financial, LLC, a Nevada limited liability company (the "Purchaser"), from time to time, subject to the conditions of that certain Indenture of Trust, dated June 30, 2020 (the "2020A Indenture"), by and between the Authority and Zions Bancorporation, National Association (the "Trustee") in order to provide for the payment of the Payment Obligation (as defined in the Authorizing Resolution); and

WHEREAS, the Bonds have been previously issued in the aggregate principal amount of \$70,044,561; and

WHEREAS, the Board has determined that it is in the best interests of the Authority, the Districts and the inhabitants therein, that additional Bonds be issued by the Authority to enable the Authority to plan, design, construct and acquire the Public Improvements within or otherwise serving the residents, property owners and taxpayers of the Districts and the Authority and to pay the costs of issuance related thereto (the "Project"); and

WHEREAS, the additional Bonds to be issued will be purchased by the Purchaser, on the basis of terms set forth in the 2020A Indenture and the investor letter received from the Purchaser in substantially the form attached to the 2020A Indenture as Exhibit C-2 (the "Investor Letter"); and

WHEREAS, the Bonds shall be issued pursuant to the provisions of the Act, Title 32, Article 1, Part 11, C.R.S., the CABEA, the Service Plans of the Districts, and all other laws thereunto enabling; and

WHEREAS, the Board specifically elects to apply all of the provisions of Title 11, Article 57, Part 2, C.R.S., to the Bonds; and

WHEREAS, the Bonds shall be special limited tax revenue obligations of the Authority, and shall be payable solely from the Pledged Revenue (as defined in the 2020A Indenture) on a basis subordinate to any Senior Obligations (as defined in the 2020A Indenture), if any, issued hereafter by the Authority, and on a basis senior to the 2020B Subordinate Bonds (as defined in the 2020A Indenture); and

WHEREAS, the Bonds will be issued to the Purchaser and the Purchaser has certified that it constitutes (a) an "accredited investor" within the meaning of Rule 501(A) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, such that the Bonds will be exempt from registration under the Colorado Municipal Bond Supervision Act and (b) an "institutional investor" as such term is defined in Section 32-1-103(6.5), such that the Bonds may be issued under the provisions of Section 32-1-1106(a)(IV), C.R.S.; and

WHEREAS, pursuant to Section 18-8-308, C.R.S., all known potential conflicting interests of the members of the Board were disclosed to the Colorado Secretary of State and to the Board in writing at least 72 hours in advance of this meeting and, 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 issuance of the Bonds 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 the adoption of this Resolution 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 desires to authorize the issuance and delivery of the Bonds 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. Approval and Authorization of Issuance of Bonds in Additional Draw Amount. A draw in the amount of \$2,220,903 of the Bonds is hereby approved. The Bonds to be drawn will be dated the date of such draw and will comply in all respects with the 2020A Indenture and the Authorizing Resolution. The amount and date of such draws will be evidenced by a

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notation in the records of the Authority. Such draw shall be further evidenced by a bond or bonds in Authorized Denominations, substantially in the form attached as Exhibit A to the 2020A Indenture.

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.

Section 2. Investor Letter. The Authority hereby accepts the Purchaser's executed Investor Letter covering its purchase of the Bonds authorized to be drawn hereunder.

Section 3. Delegation of Authority. The Board hereby delegates Matthew Hopper, the President of the Authority as the Authorized Delegate or such other authorized officer of the Authority to complete, revise and finalize the bond details for the Bonds to be drawn according to this Resolution, with the approval of the Authority's general counsel, to affect the purposes of the Authority.

Section 4. 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) For the purpose of financing or reimbursing costs of the acquisition, construction and installation of the Public Improvements, the Board hereby determines to issue and make a draw on the Bonds.

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

Section 5. Authorization. In accordance with the Constitution of the State of Colorado; 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 or reimbursing costs of the Public Improvements.

Section 6. 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 2020A Indenture as provided therein.

Section 7. 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, such certificates, documents, instruments, and affidavits as may be reasonably required by Bond Counsel, the Trustee, 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 8. 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 2020A 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 liens of such pledges without any physical delivery, filing, or further act. The liens of such pledges shall have the priority set forth in the 2020A Indenture, and shall not necessarily be exclusive such liens. The liens of such pledges 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.

Section 9. 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 10. 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 11. 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 12. 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 13. 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 Indentures.

Section 14. 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 15. 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 16. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

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

APPROVED AND ADOPTED by the Board of Directors of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado, on the 18th day of March, 2021.

THE AURORA HIGHLANDS **COMMUNITY AUTHORITY BOARD**

[SEAL]

By____

Matthew Hopper, President

ATTEST:

By _____

Deanna Hopper, Assistant Secretary

[Signature page to Bond Draw 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, as Chairman of the meeting, declared the Resolution duly adopted and directed the Assistant Secretaries to duly and properly enter the foregoing proceedings and Resolution upon the minutes of the Board.

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

I, Deanna Hopper, Assistant Secretary of The Aurora Highlands Community Authority Board, in the City of Aurora, Adams County, Colorado (the "Authority"), do hereby certify that the foregoing pages numbered (i) through (iii) and 1 through 6 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 the adoption of a resolution authorizing a draw of the Authority's Special Tax Revenue Draw-Down Bonds, Series 2020A, and other matters relating thereto, adopted at a special meeting of the Board, held on Thursday, the 18th day of March, 2021, at 1:00 p.m. at Information Center, 3900 E. 470 Beltway, Aurora, Colorado 80019, as recorded in the official record of proceedings of said Authority kept in my office; that the proceedings were duly had and taken; that the meeting was duly held; that the persons therein named were present at said meeting and voted as shown therein; and that a notice of meeting, in the form herein set forth at page (i), was posted prior to the meeting in accordance with applicable law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Authority, this 18th day of March, 2021.

Deanna Hopper, Assistant Secretary

SEAL

[Certification Page to Bond Draw Resolution]



March 15, 2021

Community Manager's Report

There have been no new closings since last month's meeting. Currently, there are 7 occupied residences in The Aurora Highlands. There are 6 additional Richmond closings scheduled during the month of March.

To date, TAH CAB has received two applications, both of which were promptly processed. They were for a satellite dish and solar panels, which we discussed at our last meeting and identified as items to be expedited.

Additionally, at the last meeting, there was discussion regarding construction of rails on the porches of a couple of the homes. A site visit was completed, and the rails were identified and documented. These appear to be builder installed; CLA is following up on this issue with Richmond.