

**FIRST CREEK RANCH METROPOLITAN DISTRICT,
TO BE KNOWN AS
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6 (“DISTRICT”)**

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

www.firstcreek ranchmd.org

NOTICE OF A SPECIAL MEETING AND AGENDA

DATE: April 27, 2022

TIME: 3:00 P.M.

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

THIS DISTRICT BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

1. To attend via Zoom Videoconference use the below link:

Join Zoom Meeting

<https://us02web.zoom.us/j/87636891876?pwd=UWRFdnBCaElzSjBHZ0pqNC9hUDNyQT09>

ACCESS:

Meeting ID: 876 3689 1876

Passcode: 262946

One tap mobile

1-253-215-8782,*262946

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Matt Hopper	President	May, 2022
Carla Ferreira	Vice President	May, 2022
Michael Sheldon	Treasurer	May, 2023
Vacant	Assistant Secretary	May, 2023
Cynthia (Cindy) Shearon	Assistant Secretary	May, 2023
Denise Denslow	Secretary	N/A

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
- B. Confirm quorum, location of meeting and posting of meeting notices.
Approve Agenda.
- C. Public Comment. Matters not specifically included on the Agenda may be addressed. As a courtesy to others, comments shall be limited to three minutes per person.

II. CONSENT AGENDA

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

- Review and consider approval of the January 20, 2022 Special Meeting Minutes (enclosure).

III. LEGAL MATTERS

- A. Discuss status of proposed District name change to The Aurora Highlands Metropolitan District No. 6.
- B. Update regarding status of Consolidated Second Amended and Restated Service Plan.
- C. Discuss and consider approval of Intergovernmental Agreement by and between the City of Aurora, Colorado and the District (enclosure).
- D. Discuss and consider approval of The Aurora Highlands Community Authority Board (“CAB”) Second Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, the District, ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (to be distributed).
 - 1. Discuss and consider adoption of Resolution of the Board of Directors of the District Approving the Addition of the District into the CAB and authorizing execution of the Second Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, the District, ATEC Metropolitan District No.

1, ATEC Metropolitan District No. 2 and the CAB (to be distributed).

- E. Discuss and direct staff to prepare, record and file an Amended and Restated Disclosure to Purchasers for Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, the District, ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB, in compliance with requirements of the districts' service plans.
- F. Conduct Public Hearing to consider the exclusion of approximately 58.990 acres of property owned by Aurora Highlands, LLC from the District boundaries. Consider adoption of Resolution for Exclusion of Real Property (enclosures).

IV. FINANCIAL MATTERS

- A. None.

V. MANAGER MATTERS

- A. None.

VI. CONSTRUCTION MATTERS

- A. None.

VII. OTHER BUSINESS

- A. None.

VIII. ADJOURNMENT

The next regular meeting is scheduled for November 3, 2022.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FIRST CREEK RANCH METROPOLITAN DISTRICT ("DISTRICT") HELD JANUARY 20, 2022

A special meeting of the Board of Directors of the District, County of Adams (referred to hereafter as the "Board") was convened on Thursday, January 20, 2022 at 1:00 p.m. at the Construction Trailer, 3900 E. 470 Beltway, Aurora, Colorado. The District Board meeting was accessible both in person at the physical meeting location, and via videoconference.

Directors in Attendance Were:

Matt Hopper
Carla Ferreira
Michael Sheldon

The absence of Director Shearon was excused.

Also in Attendance Were:

MaryAnn McGeady, Esq., Elisabeth A. Cortese, Esq. and Jon Hoistad, Esq.;
McGeady Becher P.C.
Denise Denslow, Anna Jones, Celeste Terrell and Debra Sedgely;
CliftonLarsonAllen LLP ("CLA")
Jerry Jacobs, Brittany Barnett and Christina Sandoval; Timberline District Consulting, LLC
Lisa Browne; Aurora Highlands, LLC
Tim Hammer; AECOM

**ADMINISTRATIVE
MATTERS**

Disclosure of Potential Conflicts of Interest: Attorney McGeady discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that the disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. No new conflicts were disclosed.

Quorum/Confirmation of Meeting Location/Posting of Notice: Director Hopper confirmed a quorum for the special meeting. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously

RECORD OF PROCEEDINGS

carried, the Board determined that because there was not a suitable or convenient location within the District boundaries to conduct this meeting it was determined to conduct this meeting at the above-stated location, with participants attending both in person and via videoconference. The Board further noted that notice providing the time, date and location was duly posted and that no objections, or any requests that the means of hosting the meeting be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board considered the proposed Agenda for the District's special meeting. Following discussion, upon motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the agenda was approved, as presented.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

December 16, 2021 Special Meeting Minutes

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

LEGAL MATTERS

District Name Change to The Aurora Highlands Metropolitan District No. 6:

Attorney McGeady explained the reason for the proposed name change to the Board.

Resolution of the Board of the District; Resolution for Name: Attorney McGeady presented the Resolution to the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board adopted the Resolution of the Board of the District; Resolution for Name Change and authorized District staff to take any necessary actions in connection therewith.

Petition for Designation of City of Aurora as the Approving Authority for the District Pursuant to Section 32-1-204.7, C.R.S.: Attorney McGeady reviewed the Petition with the Board. Following discussion, upon a motion duly made by Director Ferreira, seconded by Director Sheldon and, upon vote, unanimously carried, the Board authorized District staff to petition the City of Aurora to accept designation as the District's approving authority and authorized District staff to take any necessary actions in connection therewith.

Proposed Service Plan Amendment: Attorney McGeady updated the Board regarding the District's request to amend, restate, and consolidate the District's

RECORD OF PROCEEDINGS

Service Plan with The Aurora Highlands Metropolitan District Nos. 1, 2 and 3 and the proposed The Aurora Highlands Metropolitan District Nos. 4 and 5. District staff was authorized to take all necessary actions in connection with the proposed Consolidated Second Amended and Restated Service Plan.

FINANCIAL
MATTERS

None.

MANAGER
MATTERS

None.

CONSTRUCTION
MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further items before the Board, upon motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote, unanimously carried, the meeting was adjourned at 1:09 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6)**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6), a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized pursuant to the First Creek Ranch Metropolitan District Service Plan as adopted by the Board of County Commissioners of Adams County, Colorado on November 5, 1984; and

WHEREAS, pursuant to Section 32-1-204.7, C.R.S., if a district originally approved by a Board of County Commissioners becomes wholly contained within a municipality, the District may petition the municipality to accept designation as the approving authority of the District; and

WHEREAS, if the municipality adopts a resolution of approval, all powers and authority shall be transferred from the Board of County Commissioners to the governing body of the municipality; and

WHEREAS, all of the property located with the First Creek Ranch Metropolitan District has become wholly contained within the City; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan approved by the City on February 28, 2022, Ordinance No. 2022-06 effective April 23, 2022 (“Second Amended and Restated Service Plan”); and

WHEREAS, through the City’s approval of the Second Amended and Restated Service Plan, the City accepted designation as the approving authority of the District; and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District City residents subject to the rules and regulations of the District as adopted from time to time. Trails that are interconnected with a City or a regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as “interested parties” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Second Amended and Restated Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City’s approval of the Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District’s boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the District shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the District. Additionally, the District shall not, without the prior written consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the District has approved and executed this Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5; ATEC MD No. 1, or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in the Second Amended and Restated Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Second Amended and Restated Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11

U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. Subsequent to the City’s approval of this Second Amended and Restated Service Plan:

(a) The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges;

(b) The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

20. Multiple District Structure. It is anticipated that the District, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District No. 1-5, ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the District, with the AACMD, The Aurora Highlands

Metropolitan District Nos. 1-5, ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District, with the AACMD, TAH CAB, The Aurora Highlands Metropolitan District Nos. 1-5, ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The District shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Second Amended and Restated Service Plan.

22. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The District shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2022, for collection in 2023 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, the District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within its boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived

therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. In no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The District shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

23. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Second Amended and Restated Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used

herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To First Creek Ranch
Metropolitan District (to be
known as The Aurora
Highlands Metropolitan
District No. 6):

First Creek Ranch Metropolitan District (to be known as
The Aurora Highlands Metropolitan District No. 6)
c/o McGeedy Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203
Attn: Legal Notices
Phone: (303) 592-4380
Fax: (303) 582-4385

To the City:

City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

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

26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Second Amended and Restated Service Plan.

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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

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

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

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

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

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

FIRST CREEK RANCH METROPOLITAN
DISTRICT (TO BE KNOWN AS THE
AURORA HIGHLANDS METROPOLITAN
DISTRICT NO. 6)

By: _____
President

Attest:

Secretary

SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

PETITION FOR EXCLUSION OF REAL PROPERTY

TO: FIRST CREEK RANCH METROPOLITAN DISTRICT,
ADAMS COUNTY, COLORADO

The undersigned, as petitioner and fee owner of real property situated in Adams County, Colorado, hereby respectfully petitions the First Creek Ranch Metropolitan District (the "District"), acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioner further requests that an Order may be entered in the District Court in and for the County of Adams, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said property shall not be liable for assessments or other obligations of said District.

The undersigned petitioners represent to the District that it is the owners of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that they assent to the exclusion of the Property from the District.

The undersigned petitioners represent that the Property at present constitutes a portion of said District.

The undersigned petitioners further agree to pay the fees and costs associated with the exclusion of the Property from the District if this petition is accepted, including the costs of publication of appropriate legal notices.

[Signature Pages Follow]

PETITIONER:

Aurora Highlands, LLC,
a Nevada limited liability company

By: CGF Management, Inc., a Nevada
Corporation

By: 
Carlo Ferreira, President

ADDRESS OF PETITIONER:

250 Pilot Road, Ste 150
Las Vegas, NV 89119

STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 8 day of April, 2022
by Carlo Ferreira as President of CGF Management, Inc., a Nevada corporation, as manager of
Aurora Highlands, LLC, a Nevada limited liability company.

WITNESS my hand and official seal.

My commission expires: August 20, 2024

Notary Public



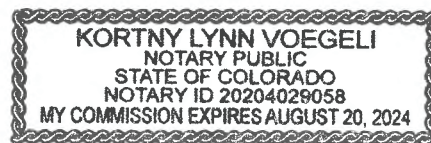


EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF TRACT E, THE AURORA HIGHLANDS SUBDIVISION FILING NO. 1 RECORDED OCTOBER 17, 2019 AT RECEPTION NO. 2019000089309 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER BEARS SOUTH 00°15'28" EAST, A DISTANCE OF 1,327.52 FEET, WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 63°55'39" EAST, A DISTANCE OF 140.74 FEET TO THE **POINT OF BEGINNING**, THENCE SOUTH 81°35'39" EAST, A DISTANCE OF 157.25 FEET;
 THENCE SOUTH 80°24'05" EAST, A DISTANCE OF 129.44 FEET;
 THENCE SOUTH 46°34'58" EAST, A DISTANCE OF 22.72 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 45.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 46°34'58" EAST;
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°13'14", AN ARC LENGTH OF 60.65 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 30°38'16" EAST, A DISTANCE OF 27.41 FEET;
 THENCE NORTH 68°51'46" EAST, A DISTANCE OF 116.37 FEET;
 THENCE SOUTH 12°17'54" EAST, A DISTANCE OF 108.42 FEET;
 THENCE SOUTH 18°01'11" WEST, A DISTANCE OF 103.44 FEET;
 THENCE SOUTH 01°41'23" WEST, A DISTANCE OF 34.99 FEET;
 THENCE NORTH 89°44'32" EAST, A DISTANCE OF 133.35 FEET;
 THENCE SOUTH 75°55'51" EAST, A DISTANCE OF 81.47 FEET;
 THENCE SOUTH 67°04'07" EAST, A DISTANCE OF 90.36 FEET;
 THENCE SOUTH 50°14'52" EAST, A DISTANCE OF 59.29 FEET;
 THENCE SOUTH 39°45'08" WEST, A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 50°14'52" EAST, A DISTANCE OF 54.75 FEET;
 THENCE SOUTH 34°32'41" EAST, A DISTANCE OF 93.31 FEET;
 THENCE SOUTH 23°26'50" EAST, A DISTANCE OF 67.08 FEET;
 THENCE SOUTH 15°13'49" EAST, A DISTANCE OF 80.69 FEET;
 THENCE SOUTH 00°15'28" EAST, A DISTANCE OF 90.08 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 282.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 21°56'48" WEST;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°20'40", AN ARC LENGTH OF 134.59 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 56°54'10" EAST, A DISTANCE OF 117.48 FEET;
 THENCE SOUTH 33°05'50" EAST, A DISTANCE OF 240.00 FEET;
 THENCE NORTH 56°54'10" EAST, A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 33°05'50" EAST, A DISTANCE OF 220.00 FEET;
 THENCE SOUTH 56°54'10" WEST, A DISTANCE OF 4.00 FEET;
 THENCE SOUTH 33°05'50" EAST, A DISTANCE OF 240.00 FEET;
 THENCE SOUTH 32°42'54" EAST, A DISTANCE OF 33.88 FEET;
 THENCE SOUTH 31°09'50" EAST, A DISTANCE OF 56.57 FEET;
 THENCE SOUTH 14°56'37" EAST, A DISTANCE OF 373.15 FEET;
 THENCE NORTH 67°25'50" EAST, A DISTANCE OF 59.50 FEET;
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 THENCE SOUTH 68°46'44" WEST, A DISTANCE OF 55.93 FEET;
 THENCE SOUTH 71°29'05" WEST, A DISTANCE OF 55.93 FEET;
 THENCE SOUTH 75°32'40" WEST, A DISTANCE OF 67.13 FEET;
 THENCE SOUTH 79°36'14" WEST, A DISTANCE OF 67.13 FEET;
 THENCE SOUTH 08°21'58" EAST, A DISTANCE OF 3.41 FEET;
 THENCE SOUTH 81°55'40" WEST, A DISTANCE OF 67.47 FEET;
 THENCE SOUTH 89°26'51" WEST, A DISTANCE OF 175.85 FEET;

THENCE SOUTH 04°22'00" EAST, A DISTANCE OF 21.55 FEET;
 THENCE SOUTH 00°33'09" EAST, A DISTANCE OF 46.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°14'14", AN ARC LENGTH OF 32.20 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,557.00 FEET;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°28'28", AN ARC LENGTH OF 121.59 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°14'14", AN ARC LENGTH OF 32.20 FEET;
 THENCE TANGENT TO SAID CURVE, NORTH 00°33'09" WEST, A DISTANCE OF 46.33 FEET;
 THENCE NORTH 03°15'41" EAST, A DISTANCE OF 21.55 FEET;
 THENCE SOUTH 89°26'51" WEST, A DISTANCE OF 58.93 FEET;
 THENCE NORTH 89°53'44" WEST, A DISTANCE OF 53.32 FEET;
 THENCE NORTH 87°09'25" WEST, A DISTANCE OF 65.69 FEET;
 THENCE NORTH 84°01'22" WEST, A DISTANCE OF 65.69 FEET;
 THENCE NORTH 80°53'19" WEST, A DISTANCE OF 65.69 FEET;
 THENCE NORTH 10°40'42" EAST, A DISTANCE OF 4.00 FEET;
 THENCE NORTH 78°00'57" WEST, A DISTANCE OF 54.56 FEET;
 THENCE NORTH 75°24'15" WEST, A DISTANCE OF 54.56 FEET;
 THENCE NORTH 73°13'21" WEST, A DISTANCE OF 36.58 FEET;
 THENCE NORTH 70°46'48" WEST, A DISTANCE OF 65.47 FEET;
 THENCE NORTH 67°54'25" WEST, A DISTANCE OF 54.56 FEET;
 THENCE NORTH 65°17'43" WEST, A DISTANCE OF 54.56 FEET;
 THENCE NORTH 62°25'20" WEST, A DISTANCE OF 65.47 FEET;
 THENCE NORTH 59°17'17" WEST, A DISTANCE OF 65.47 FEET;
 THENCE SOUTH 32°16'44" WEST, A DISTANCE OF 4.00 FEET;
 THENCE NORTH 56°09'26" WEST, A DISTANCE OF 65.58 FEET;
 THENCE NORTH 54°38'54" WEST, A DISTANCE OF 120.00 FEET;
 THENCE NORTH 55°11'36" WEST, A DISTANCE OF 49.31 FEET;
 THENCE NORTH 55°54'14" WEST, A DISTANCE OF 65.33 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 732.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 55°54'14" WEST;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°19'03", AN ARC LENGTH OF 29.61 FEET;
 THENCE TANGENT TO SAID CURVE, SOUTH 36°24'49" WEST, A DISTANCE OF 19.36 FEET;
 THENCE NORTH 53°35'11" WEST, A DISTANCE OF 70.00 FEET;
 THENCE NORTH 36°24'49" EAST, A DISTANCE OF 19.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 662.00 FEET;
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°07'12", AN ARC LENGTH OF 12.94 FEET;
 THENCE NON-TANGENT TO SAID CURVE, NORTH 44°00'30" EAST, A DISTANCE OF 17.86 FEET;
 THENCE NORTH 53°35'11" WEST, A DISTANCE OF 252.75 FEET;
 THENCE NORTH 01°18'39" EAST, A DISTANCE OF 147.38 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 79.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 01°18'39" EAST;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'52", AN ARC LENGTH OF 11.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;
 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°34'00", AN ARC LENGTH OF 29.17 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 585.00 FEET;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°22'59", AN ARC LENGTH OF 167.27 FEET;
 THENCE TANGENT TO SAID CURVE, NORTH 00°15'28" WEST, A DISTANCE OF 55.96 FEET;
 THENCE NORTH 89°44'32" EAST, A DISTANCE OF 20.00 FEET;
 THENCE NORTH 00°15'28" WEST, A DISTANCE OF 906.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,945.00 FEET;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°39'50", AN ARC LENGTH OF 294.11 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 2,569,600 SQUARE FEET OR 58.990 ACRES, MORE OR LESS. ILLUSTRATION 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

ILLUSTRATION TO EXHIBIT A

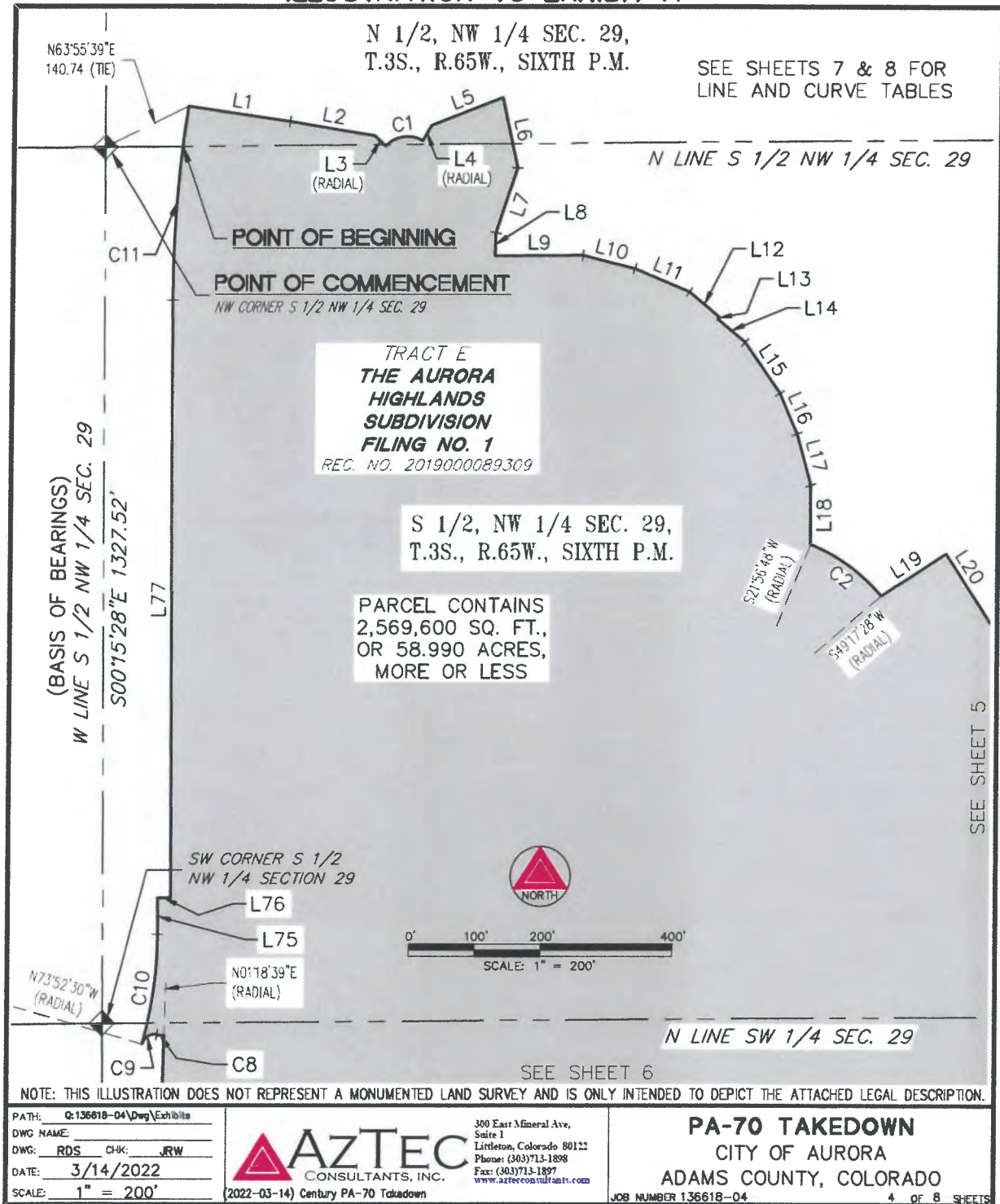
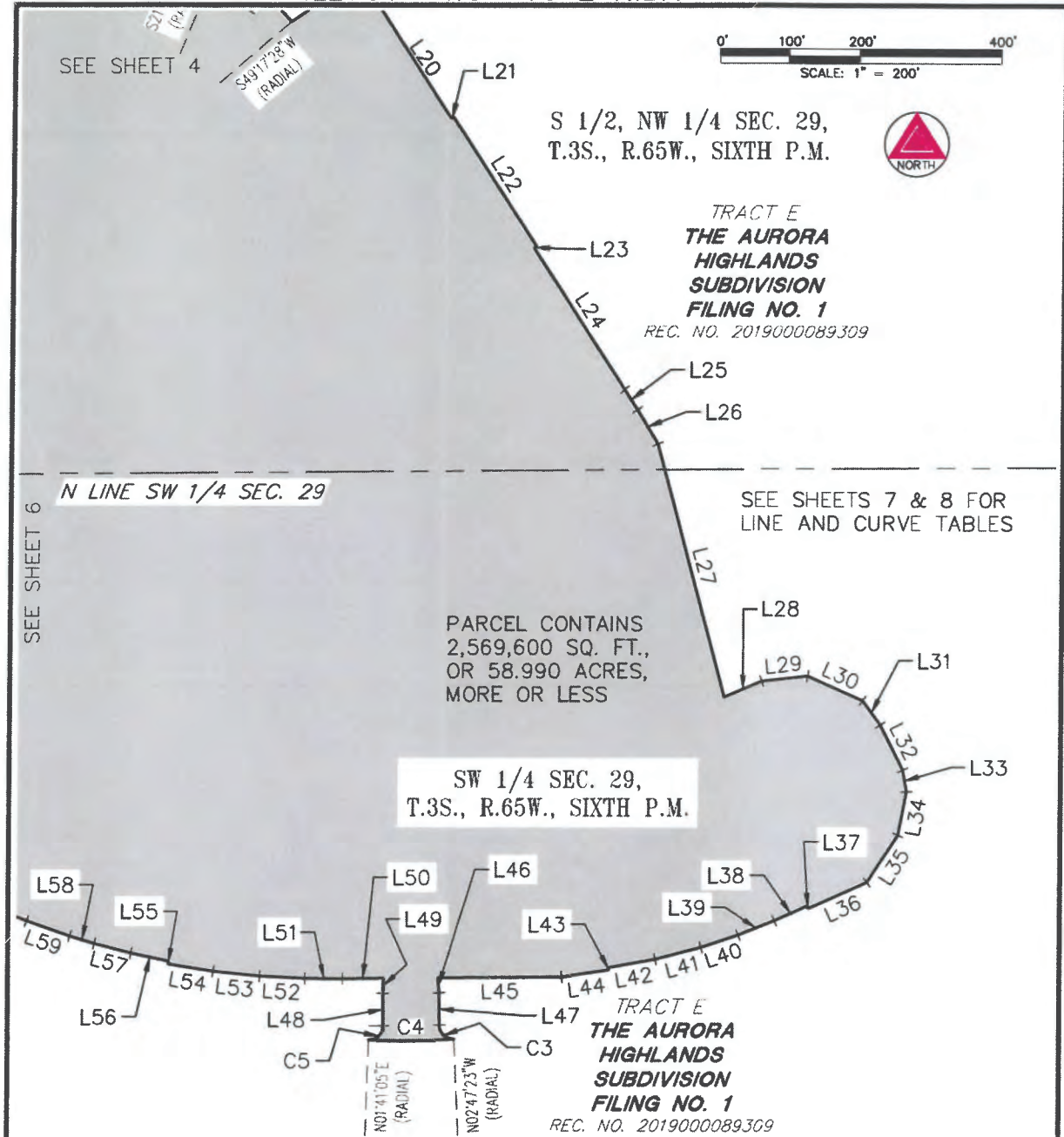


ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\136618-04\Draw\Exhibits
DWG NAME:
DWG: RDS CHK: JRW
DATE: 3/14/2022
SCALE: 1" = 200'

AZTEC
CONSULTANTS, INC.
(2022-03-14) Century PA-70 Takedown

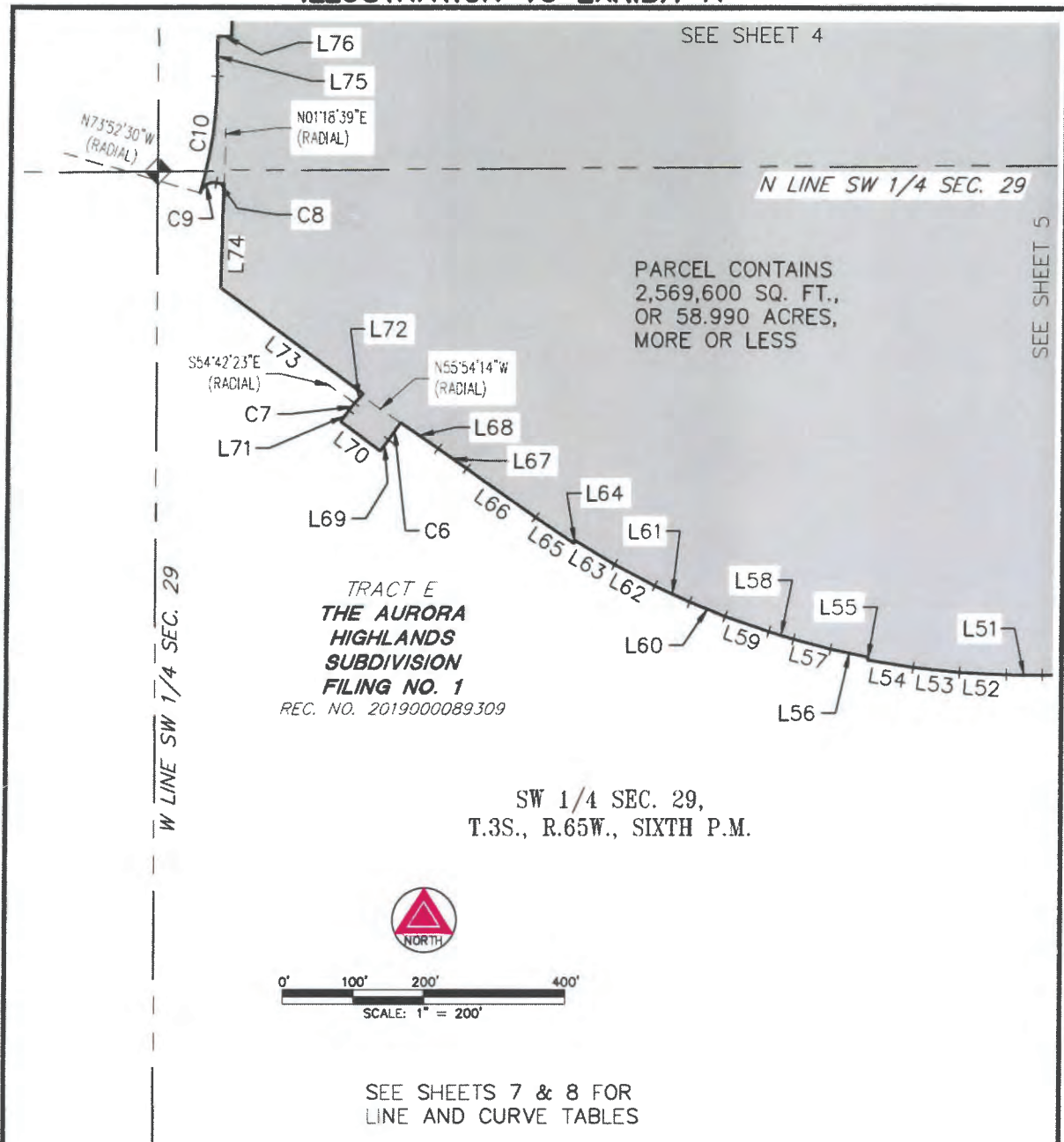
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

PA-70 TAKEDOWN
CITY OF AURORA
ADAMS COUNTY, COLORADO

JOB NUMBER 136618-04

5 OF 8 SHEETS

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\136618-04\Draw\Exhibits
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PA-70 TAKEDOWN
CITY OF AURORA
ADAMS COUNTY, COLORADO

JOB NUMBER 136618-04

6 OF 8 SHEETS

RESOLUTION NO. 2022-04-_____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
FIRST CREEK RANCH METROPOLITAN DISTRICT, TO BE KNOWN AS
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6**

RESOLUTION FOR EXCLUSION OF REAL PROPERTY

A. Aurora Highlands, LLC, a Nevada limited liability company (the “**Petitioners**”), the 100% fee owner of the Property (defined herein) has petitioned the First Creek Ranch Metropolitan District, to be known as The Aurora Highlands Metropolitan District No. 6 (the “**District**”) for the exclusion from the boundaries of said District of the real property hereinafter described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Public Notice has been published in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the request for approval of said Petition.

C. No written objection was filed by any person in the District to the Petition.

D. The Board of Directors has taken into consideration all of the factors set forth in Section 32-1-501(3), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FIRST CREEK RANCH METROPOLITAN DISTRICT, TO BE KNOWN AS THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6, ADAMS COUNTY, COLORADO:

1. The Board of Directors finds that:
 - (a) exclusion of the Property is in the best interests of the Property to be excluded;
 - (b) exclusion of the Property is in the best interests of the District;
 - (c) exclusion of the Property is in the best interests of the county or counties in which the District is located;
 - (d) the relative costs to the Property to be excluded from the provision of the District’s services exceed the benefits of the Property remaining within the District’s boundaries;
 - (e) under its current service plan the District does not have the ability to provide economical and sufficient service to both the Property seeking exclusion and all of the properties located within the District boundaries;
 - (f) the District does not have the ability to provide services to the Property to be excluded at a reasonable cost compared with the cost which would be imposed by other entities in the surrounding area providing similar services;

(g) denying the petition may have a negative impact on employment and other economic conditions in the District and surrounding areas;

(h) denying the petition may have a negative economic impact on the region and on the District, surrounding area and State as a whole;

(i) an economically feasible alternative service may be available; and

(j) it should not be necessary for the District to levy any additional costs on other property within the District if the Petition for Exclusion is granted.

2. The Board of Directors of the District shall and hereby does, order that the Petition for Exclusion be granted, and the Property be excluded from the boundaries of the District subject to Petitioner paying the costs associated with processing the petition and requesting the court enter the Order for Exclusion, and recording thereof.

3. The Board of Directors of the District shall and hereby does further acknowledge and resolve that in accordance with Section 32-1-503, C.R.S., the Property described herein shall be obligated to the same extent as all other property within the District with respect to and shall be subject to the levy of taxes for the payment of that proportion of the outstanding indebtedness of the District and interest thereon existing immediately prior to the effective date of the Order for Exclusion (“**Outstanding Indebtedness**”).

4. The Board of Directors of the District shall and hereby does further order that, in accordance with Section 32-1-503(1), C.R.S., upon the effective date of the Order excluding the Property, the Property shall not be subject to any property tax levied by the Board of Directors of the District for the operating costs of the District.

5. The Board of Directors of the District shall and hereby does further resolve that in its discretion it may establish, maintain, enforce and, from time to time, modify service charges, tap fees, and other rates, fees, tolls and charges, upon residents or users in the area of the District as it existed prior to the exclusion, including the Property, to supplement the proceeds of tax levies in the payment of the Outstanding Indebtedness and the interest thereon.

The name and address of the Petitioner and the legal description of said Property are as follows:

Petitioner:	Aurora Highlands, LLC
Address of Petitioner:	250 Pilot Road, Ste. 150 Las Vegas, NV 89119
Legal Description of the Property:	Approximately 58.990 acres of land legally described on <u>Exhibit A</u> and incorporated herein by this reference.

APPROVED AND ADOPTED APRIL 27, 2022.

**FIRST CREEK RANCH
METROPOLITAN DISTRICT, TO BE
KNOWN AS THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 6**

By: _____
President

Attest:

Secretary

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF TRACT E, THE AURORA HIGHLANDS SUBDIVISION FILING NO. 1 RECORDED OCTOBER 17, 2019 AT RECEPTION NO. 2019000089309 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE WEST HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, WHENCE THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER BEARS SOUTH 00°15'28" EAST, A DISTANCE OF 1,327.52 FEET, WITH ALL BEARINGS REFERENCED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 63°55'39" EAST, A DISTANCE OF 140.74 FEET TO THE **POINT OF BEGINNING**, THENCE SOUTH 81°35'39" EAST, A DISTANCE OF 157.25 FEET;
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 THENCE SOUTH 26°33'47" EAST, A DISTANCE OF 72.11 FEET;
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 THENCE SOUTH 75°32'40" WEST, A DISTANCE OF 67.13 FEET;
 THENCE SOUTH 79°36'14" WEST, A DISTANCE OF 67.13 FEET;
 THENCE SOUTH 08°21'58" EAST, A DISTANCE OF 3.41 FEET;
 THENCE SOUTH 81°55'40" WEST, A DISTANCE OF 67.47 FEET;
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 THENCE SOUTH 00°33'09" EAST, A DISTANCE OF 46.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°14'14", AN ARC LENGTH OF 32.20 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,557.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°28'28", AN ARC LENGTH OF 121.59 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°14'14", AN ARC LENGTH OF 32.20 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 00°33'09" WEST, A DISTANCE OF 46.33 FEET;

THENCE NORTH 03°15'41" EAST, A DISTANCE OF 21.55 FEET;

THENCE SOUTH 89°26'51" WEST, A DISTANCE OF 58.93 FEET;

THENCE NORTH 89°53'44" WEST, A DISTANCE OF 53.32 FEET;

THENCE NORTH 87°09'25" WEST, A DISTANCE OF 65.69 FEET;

THENCE NORTH 84°01'22" WEST, A DISTANCE OF 65.69 FEET;

THENCE NORTH 80°53'19" WEST, A DISTANCE OF 65.69 FEET;

THENCE NORTH 10°40'42" EAST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 78°00'57" WEST, A DISTANCE OF 54.56 FEET;

THENCE NORTH 75°24'15" WEST, A DISTANCE OF 54.56 FEET;

THENCE NORTH 73°13'21" WEST, A DISTANCE OF 36.58 FEET;

THENCE NORTH 70°46'48" WEST, A DISTANCE OF 65.47 FEET;

THENCE NORTH 67°54'25" WEST, A DISTANCE OF 54.56 FEET;

THENCE NORTH 65°17'43" WEST, A DISTANCE OF 54.56 FEET;

THENCE NORTH 62°25'20" WEST, A DISTANCE OF 65.47 FEET;

THENCE NORTH 59°17'17" WEST, A DISTANCE OF 65.47 FEET;

THENCE SOUTH 32°16'44" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 56°09'26" WEST, A DISTANCE OF 65.58 FEET;

THENCE NORTH 54°38'54" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 55°11'36" WEST, A DISTANCE OF 49.31 FEET;

THENCE NORTH 55°54'14" WEST, A DISTANCE OF 65.33 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 732.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 55°54'14" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°19'03", AN ARC LENGTH OF 29.61 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 36°24'49" WEST, A DISTANCE OF 19.36 FEET;

THENCE NORTH 53°35'11" WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 36°24'49" EAST, A DISTANCE OF 19.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 662.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°07'12", AN ARC LENGTH OF 12.94 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 44°00'30" EAST, A DISTANCE OF 17.86 FEET;

THENCE NORTH 53°35'11" WEST, A DISTANCE OF 252.75 FEET;

THENCE NORTH 01°18'39" EAST, A DISTANCE OF 147.38 FEET TO THE BEGINNING OF A NON- TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 79.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 01°18'39" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'52", AN ARC LENGTH OF 11.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°34'00", AN ARC LENGTH OF 29.17 FEET TO A POINT OF CUSP AND THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 585.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°22'59", AN ARC LENGTH OF 167.27 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 00°15'28" WEST, A DISTANCE OF 55.96 FEET;

THENCE NORTH 89°44'32" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°15'28" WEST, A DISTANCE OF 906.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,945.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°39'50", AN ARC LENGTH OF 294.11 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 2,569,600 SQUARE FEET OR 58.990 ACRES, MORE OR LESS. ILLUSTRATION 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

ILLUSTRATION TO EXHIBIT A

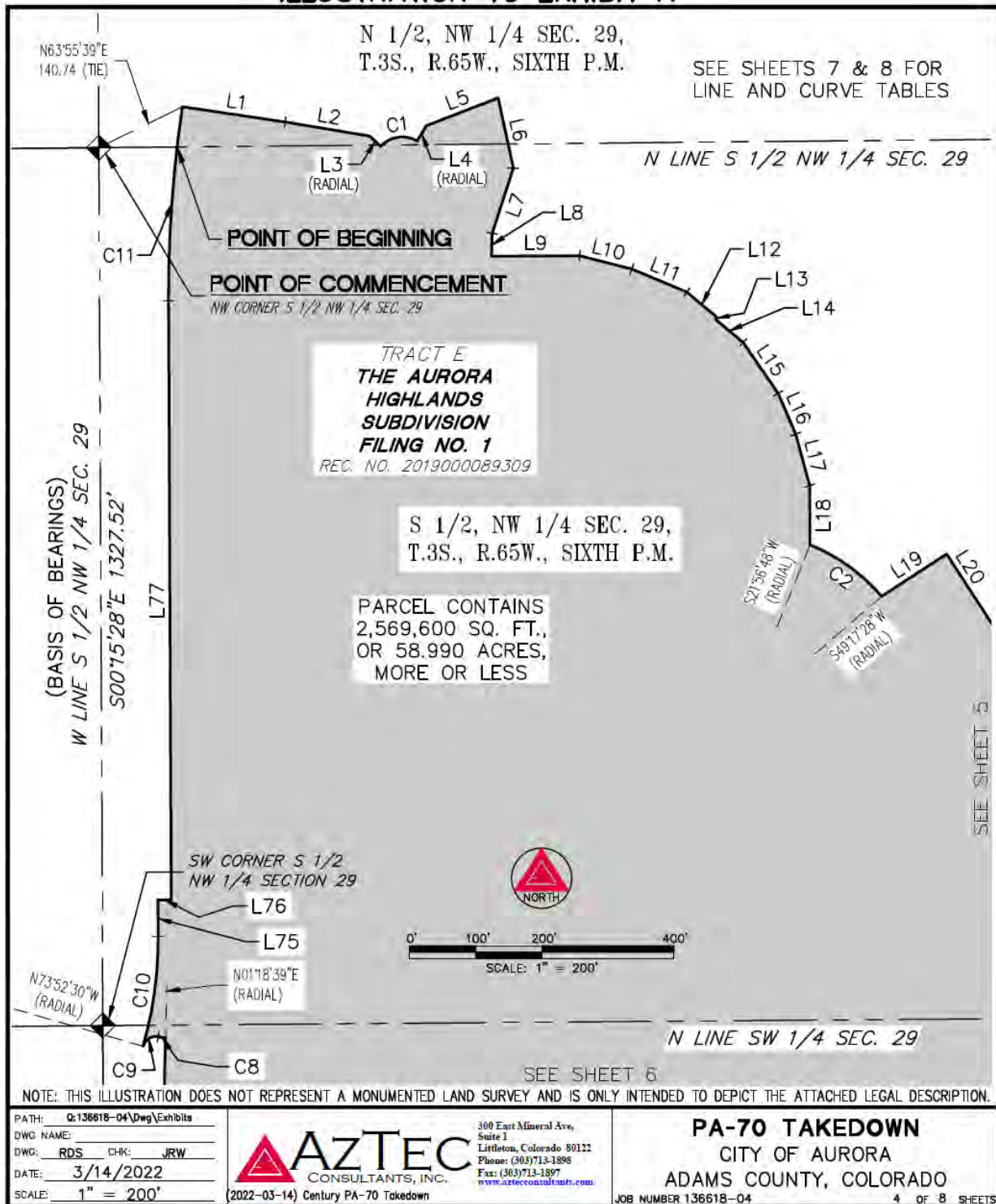


ILLUSTRATION TO EXHIBIT A

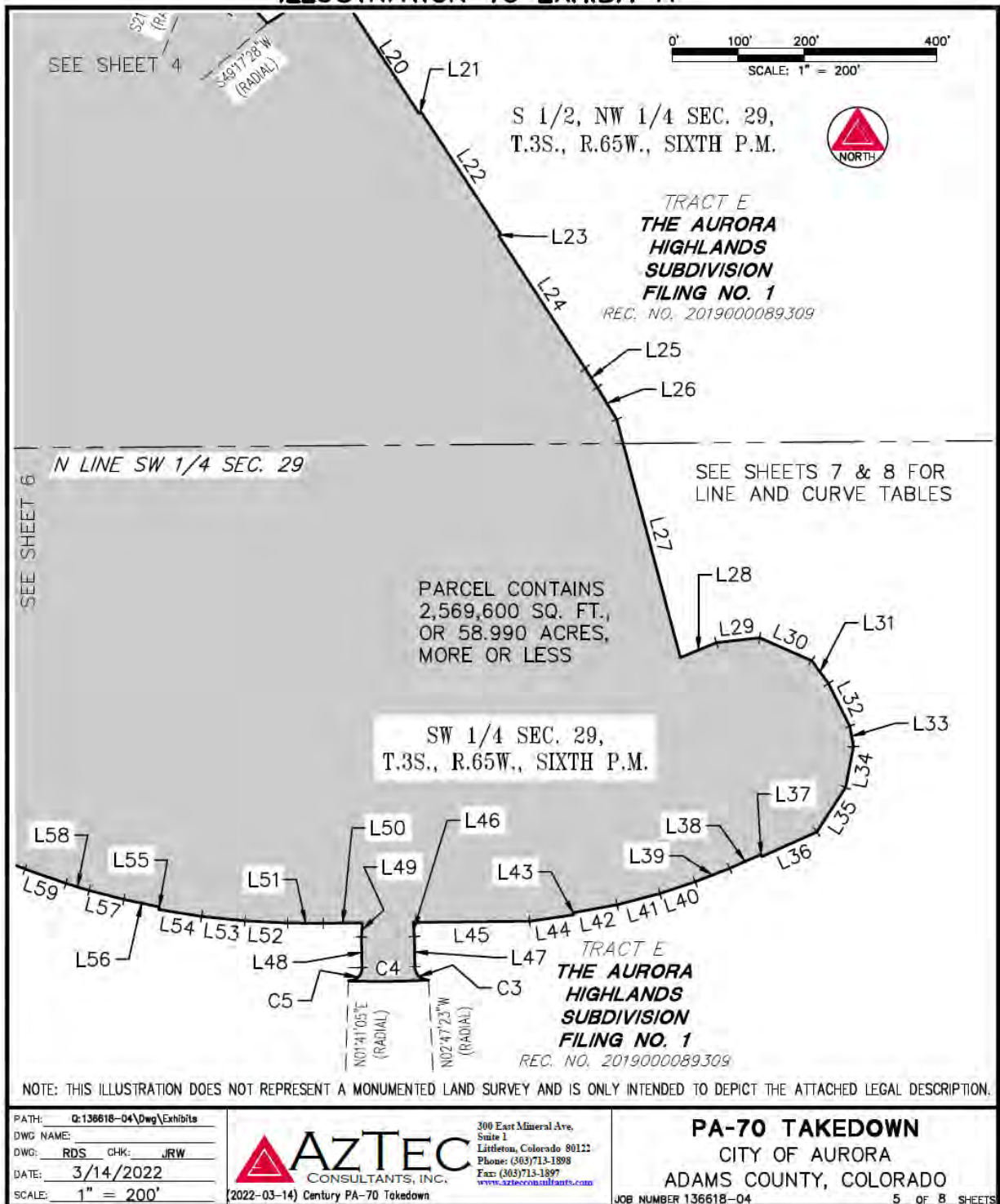
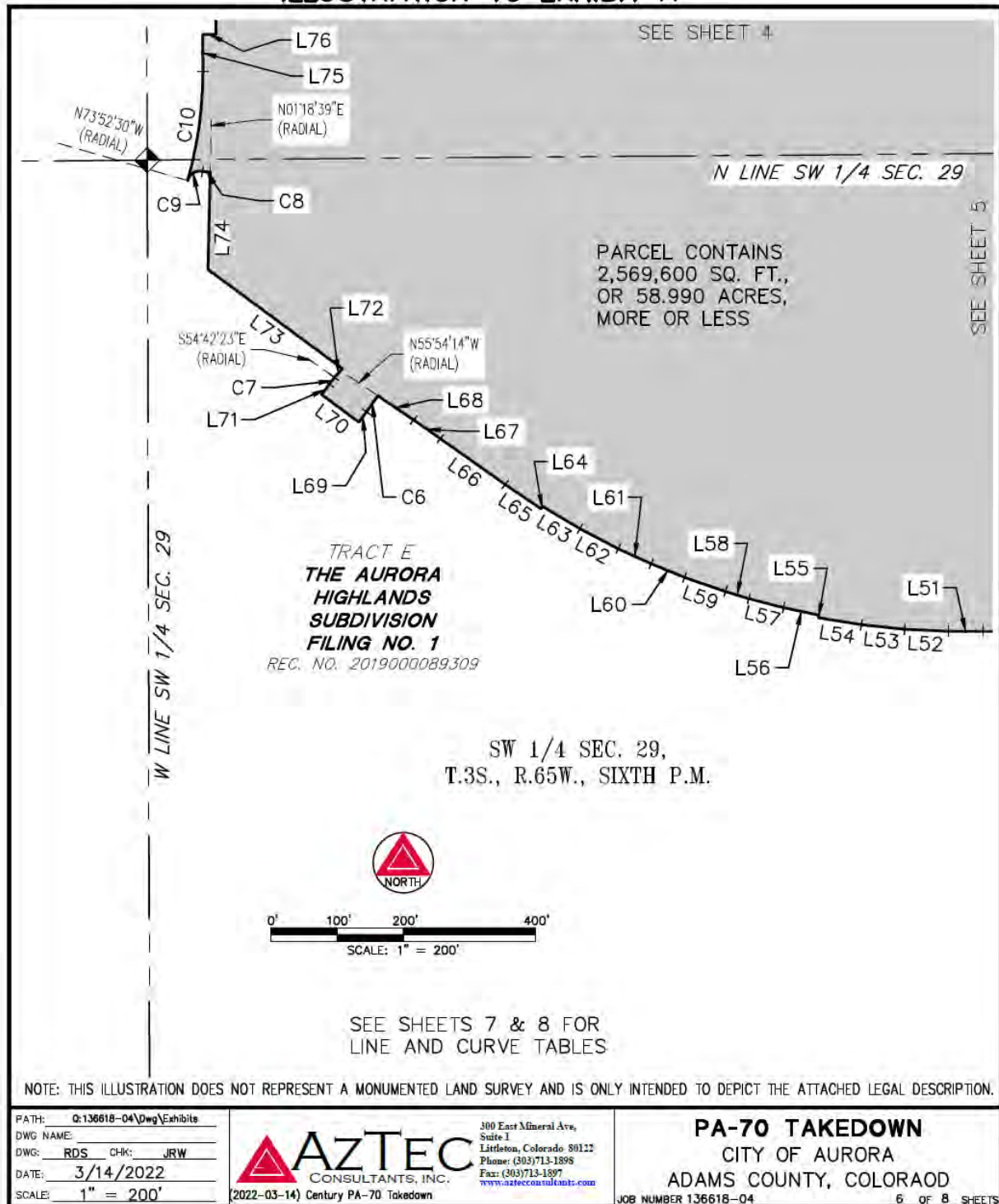


ILLUSTRATION TO EXHIBIT A



CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 2022-04-____, Resolution of the Board of Directors of First Creek Ranch Metropolitan District, to be known as The Aurora Highlands Metropolitan District No. 6, Resolution for Exclusion of Real Property.

**FIRST CREEK RANCH METROPOLITAN
DISTRICT, TO BE KNOWN AS THE AURORA
HIGHLANDS METROPOLITAN DISTRICT
NO. 6**

Date: April 27, 2022

By: _____
Secretary