

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (“DISTRICT”)

8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 8011
Phone: 303-779-5710
<https://theaurorahighlands.specialdistrict.net>

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: August 15, 2024

TIME: 1:00 p.m.

LOCATION: Virtual via Zoom

PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

Join Zoom Meeting

<https://us02web.zoom.us/j/83927842723?pwd=NXA3bjc3VVJ2R2RZQjJyWXhMbVBzUT09>

Meeting ID: 839 2784 2723

Passcode: 979737

One tap mobile

+17193594580, *979737#

Board of Directors

Matt Hopper
Carla Ferreira
Michael Sheldon
Cynthia (Cindy) Shearon
VACANT
VACANT
VACANT
Denise Denslow

Office

President
Vice President
Treasurer
Assistant Secretary

Secretary

Term Expires

May, 2025
May, 2025
May, 2027
May, 2027
May, 2025
May, 2027
May, 2027
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. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person

II. CONSENT AGENDA

These items are considered to be routine and will be ratified and/or approved 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.

- Approval of July 18, 2024 special meeting minutes (enclosure).

III. FINANCIAL MATTERS

- A. Review and consider approval of payment of claims for operating costs, in the amount of \$15,745.25 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (enclosure).
- B. Review and accept cash position report dated June 30, 2024, updated as of August 9, 2024 (enclosure).
- C. Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board (“CAB”) for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements Draw No. 74 Engineer’s Report and Verification of Costs No. 53 prepared by Schedio Group LLC (enclosure).
- D. Discuss and consider approval of recommendation to the CAB for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer’s Report and Verification of Costs No. 34 prepared by Schedio Group LLC (enclosure).

IV. CAPITAL PROJECTS

- A. Discuss and acknowledge funding sources in the total amount of \$6,672,911.96* (checks and interim payments) prepared by the District’s accountant (enclosures - summary and list of checks):

TAH CAB/Spine Costs	\$2,041,289.27
AH In-Tract Costs	\$1,880,550.61
AF ARTA	\$ 719,845.74
ARTA	\$ 713,412.37
AF ATEC Spine Costs	\$1,310,232.97
Developer	\$ 7,581.00
Total:	\$6,672,911.96

* Numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting.

District Capital Projects:

- B. Discuss and consider approval of **Task Order No. 32 to Master Service Agreement (“MSA”)** for Program Management, Design and Construction Services (ARTA) between the District and **AECOM Technical Services, Inc.** for 26th Avenue Divergent Diamond Interchange (DDI) at Aerotropolis Parkway, in the amount of \$5,081,717.00, subject to approval of the Construction Committee.
- C. Discuss and consider approval of **Task Order No. 39 to MSA** for Program Management, Design and Construction Services (ARTA) between the District and **AECOM Technical Services, Inc.** for 26th Avenue (E-470 to TAH Parkway) CM Precon (Bidding) Services, in the amount of \$30,000.00, subject to approval of the Construction Committee.
- D. Discuss and consider approval of **Task Order No. 40 to MSA** for Program Management, Design and Construction Services (ARTA) between the District and **AECOM Technical Services, Inc.** for 48th Avenue (E-470 to Harvest Road) CM Precon (Bidding) Services, in the amount of \$40,000.00, subject to approval of the Construction Committee.
- E. Discuss and consider approval of **Change Order No. 02 to Task Order No. 13 to MSA** for Program Management, Design and Construction Services between the District and **AECOM Technical Services, Inc.** for CM for Monks COs 01 and 02, in the amount of \$12,400.00, subject to approval of the Construction Committee.
- F. Discuss and consider approval of **Change Order No. 06.01 to Task Order No. 09 to MSA** for Project Support and Review Services between the District and **AECOM Technical Services, Inc.** for CM time and materials, in the amount of \$800.00, subject to approval of the Construction Committee.
- G. Discuss and consider approval of **Change Order No. 06.02 to Task Order No. 09 to MSA** for Project Support and Review Services between the District and **AECOM Technical Services, Inc.** for CM time and materials, in the amount of \$576,000.00, subject to approval of the Construction Committee.
- H. Discuss and consider approval of **Change Order No. 01 to Task Order No. 10 to MSA** for Project Support and Review Services between the District and **AECOM Technical Services, Inc.** for AACMD CM time and materials, in the amount of \$4,000.00, subject to approval of the Construction Committee.
- I. Discuss and consider approval of **Change Order No. 001 to Agreement** between the District and **ATCO Structure & Logistics (USA), Inc.** for Construction Trailer - Remove Conference Room and Add Pass Through Door to Admin. Office, in the amount of \$1,200.00, subject to approval of the Construction Committee.

- J. Discuss and consider approval of **Task Order No. 78** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for Design of 470 Landscape, 26th Avenue to 38th Avenue (landscape, survey and irrigation design), in the amount of \$12,800.00, subject to approval of the Construction Committee.
- K. Discuss and consider approval of **Change Order** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for 32nd Avenue (Filing 19) - three legal descriptions for license agreements, in the amount of \$2,400.00, subject to approval of the Construction Committee.
- L. Discuss and consider approval of **Change Order** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for PA-5.1 (Weekley) - four license agreement legal descriptions, in the amount of \$3,200.00, subject to approval of the Construction Committee.
- M. Discuss and consider approval of to **Task Order No. 68** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for Miscellaneous Requests by Fairfield & Woods (Legal Descriptions), in the amount of \$27,150.00, subject to approval of the Construction Committee.
- N. Discuss and consider approval of **Change Order No. 01** to **Task Order No. 68** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for Miscellaneous Requests by Fairfield & Woods (Legal Descriptions), in the amount of \$9,650.00, subject to approval of the Construction Committee.
- O. Discuss and consider approval of **Change Order No. 01** to **Task Order No. 74** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for PA-58 Plat Park (park by TM) – Legal Description for Release of Existing Easement, in the amount of \$950.00, subject to approval of the Construction Committee.
- P. Discuss and consider approval of **Task Order No. 76** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for PA 35.1 and 35.2, in the amount of \$54,300.00, subject to approval of the Construction Committee.
- Q. Discuss and consider approval of **Change Order No. 01** to **Task Order No. 76** to **MSA** for Survey Services between the District and **Aztec Consultants, Inc.** for RAH PA-4 – Easement Releases, in the amount of \$3,800.00, subject to approval of the Construction Committee.
- R. Discuss and consider approval of **Change Order No. 01** to **Task Order No. 77** to **MSA** for **Survey Services** between the District and **Aztec Consultants, Inc.** for Miscellaneous Legal Descriptions (TAH Misc ROW for ECCV Crossings), in the amount of \$1,800.00, subject to approval of the Construction Committee.
- S. Discuss and consider approval of **Task Order No. 1** to **MSA** for Program Management and Design Services between the District and **Bowman Consulting Group, Ltd.**, in the amount of 1% of the previous month's draw (minimum of

- \$30,000.00 per month, amount to be reconciled each month), subject to approval of the Construction Committee.
- T. Discuss and consider approval of **Task Order No. 2** to **MSA** for Program Management Services between the District and **Bowman Consulting Group Ltd.** For Adjustment to Pond 8540, Extension of 26th Avenue Box and Soccer Field Civil Design, in the amount of \$355,000.00, subject to approval of the Construction Committee.
 - U. Discuss and consider approval of **Change Order No. 1** to **Construction Agreement** for ISP Landscape between the District and **Brightview Landscape Development, Inc.** for 42nd and Reserve Grading, in the amount of \$7,920.00, subject to approval of the Construction Committee.
 - V. Discuss and consider approval of **Change Order No. 1** to **Task Order No. 50** to **MSA** for Geotechnical Engineering between the District and **CTL Thompson, Inc.** for Aquatic Center and Park - Resistivity Testing, in the amount of \$750.00, subject to approval of the Construction Committee.
 - W. Discuss and consider approval of **Task Order No. 67** to **MSA** for Geotechnical Engineering between the District and **CTL Thompson, Inc.** for PA-35.1 and 35.2, in the amount of \$9,000.00, subject to approval of the Construction Committee.
 - X. Discuss and consider approval of **Proposal** from **Dynalectric Company** for Filing 17 POC Power, in the amount of \$47,600.00, subject to approval of the Construction Committee.
 - Y. Discuss and consider approval of **Proposal** from **E-470 Public Highway Authority** for Building Relocation Costs, in the amount of \$472,901.01, subject to approval of the Construction Committee.
 - Z. Discuss and consider approval of **Change Order No. 01** to **Work Order No. 49.241.31** to **Construction Management Agreement (“CMAR”)** between the District and **JHL Constructors, Inc.** for TAH Parkway Phase 1 (Filing 12 Landscaping), in the amount of \$5,950,544.70, subject to approval of the Construction Committee.
 - AA. Discuss and consider approval of **Change Order No. 01** to **Work Order No. 49.242.31** to **CMAR** between the District and **JHL Constructors, Inc.** for TAH Parkway Phase 1 (Filing 12 Landscaping) – Structural Drawing Revisions and Edger Changes, in the amount of \$114,638.10, subject to approval of the Construction Committee.
 - BB. Discuss and consider approval of **Change Order No. 03** to **Work Order No. 05** to **CMAR** between the District and **JHL Constructors, Inc.** for reconciliation of budgets/schedule of values and credit unused funds, in the deductive amount of (\$45,874.88), subject to approval of the Construction Committee.

- CC. Discuss and consider approval of **Short Form Construction Agreement** between the District and **Knight Industries, LLC** for Farmhouse Demolition and Remediation, in the amount of \$1,012,930.00, subject to approval of the Construction Committee.
- DD. Discuss and consider approval of **Change Order No. 05 to Short Form Construction Agreement** for Filing 9 Landscaping between the District and **Landtech Contractors, LLC** for POC 46 added Wall Required by COA, in the amount of \$2,142.07, subject to approval of the Construction Committee.
- EE. Discuss and consider approval of **Change Order No. 06 to Short Form Construction Agreement** for Filing 9 Landscaping between the District and **Landtech Contractors, LLC** for Additional Tree Irrigation (Main & Warm Springs), in the amount of \$4,155.56, subject to approval of the Construction Committee.
- FF. Discuss and consider approval of **Change Order No. 07 to Short Form Construction Agreement** for Filing 9 Landscaping between the District and **Landtech Contractors, LLC** for Weed Removal (Warm Springs & Highland Creek), in the amount of \$6,677.75, subject to approval of the Construction Committee.
- GG. Discuss and consider approval of **Task Order No. 42 to MSA** for Program Management Services between the District and **Matrix Design Group, Inc.** for Construction Documents and Plat, in the amount of \$434,350.00, subject to approval of the Construction Committee.
- HH. Discuss and consider approval of **Task Order No. 43 to MSA** for Program Management Services between the District and **Matrix Design Group, Inc.** for Design of 470 Landscape, 26th Avenue to 38th Avenue (landscape, survey and irrigation design), in the amount of \$172,200.00, subject to approval of the Construction Committee.
- II. Discuss and consider approval of **Change Order No. 02 to Task Order No. 14 to MSA** for Program Management Services between the District and **Matrix Design Group, Inc.** for TAH Development - SWMP for 600 Acres (Amending Plans to Add Stockpiles), in the amount of \$24,500.00, subject to approval of the Construction Committee.
- JJ. Discuss and consider approval of **Short Form Construction Agreement** between the District and **Mid City Corporation** for Construction of Roadways, Wet and Dry Utilities (Filing 26: District A Roads and Filing 23: Warm Springs Avenue), in the amount of \$17,312,262.79, subject to approval of the Construction Committee.
- KK. Discuss and consider approval of **Change Order No. 1 to Short Form Construction Agreement** between the District and **Mid City Corporation** for Cul-de-sac Asphalt Demo, in the amount of \$9,160.50, subject to approval of the Construction Committee.

- LL. Discuss and consider approval of **Change Order to Short Form Construction Agreement** between the District and **Mid City Corporation** for Main Street and 38th Avenue Intersection Signage Install, in the amount of \$24,736.00, subject to approval of the Construction Committee.
- MM. Discuss and consider approval of **Change Order No. 03 to Task Order No. 10 to MSA** for Planning and Landscape Architectural Services for Aurora Highlands Parkway Phase 2 Construction Observation, in the amount of \$35,000, subject to approval of the Construction Committee.
- NN. Discuss and consider approval of **Contract** (District / ATEC Grading Pads 2 and 3 Work) between the District and **R.E. Monks Construction Company, LLC**, in the amount of \$1,677,818.50, subject to approval of the Construction Committee.
- OO. Discuss and consider approval of **Change Order No. 01 to Contract** (District / ATEC Grading Pads 2 and 3 Work) between the District and **R.E. Monks Construction Company, LLC** for Quantity Update (account for 1' stripping), in the amount of \$127,582.50, subject to approval of the Construction Committee.
- PP. Discuss and consider approval of **Change Order No. 02 to Contract** (District / ATEC Grading Pads 2 and 3 Work) between the District and **R.E. Monks Construction Company, LLC** for Stockpile Excess Excavation and SWMP BMPs, in the amount of \$226,106.49, subject to approval of the Construction Committee.
- QQ. Discuss and consider approval of **Change Order No. 02 to MSA** for Stormwater Services between the District and **Stormwater Logistics, LLC** for North Mass Grading Area – Chain Link Fence and Type III Barricades, in the amount of \$21,209.08, subject to approval of the Construction Committee.

V. LEGAL MATTERS

- A. Discuss and consider approval of Builder Cost Sharing Agreement for Construction Manager-Only Services (Grading for The Aurora Highlands) by and among the District, Dream Finders Homes, LLC, Richmond American Homes of Colorado, Inc. and CND-VP Highlands, LLC (enclosure).
- B. Discuss and consider approval of East Cherry Creek Valley Water and Sanitation District Overlap Area Consent Agreement (Filing 8) by and between the District and East Cherry Creek Vally Water and Sanitation District (enclosure).

VI. ARTA MATTERS

VII. MANAGER MATTERS

- A. Discuss statutorily required documents posted on website and consider remediation services.

VIII. OTHER BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

The next regular meeting is scheduled for September 19, 2024 at 1:00 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT (THE “DISTRICT”) HELD JULY 18, 2024

A special meeting of the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, July 18, 2024 at 1:10 p.m. This District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Matt Hopper, President
Carla Ferreira, Vice President
Michael Sheldon, Treasurer
Cynthia Sheldon, Assistant Secretary

Also In Attendance Were:

Denise Denslow, Rachel Alles and Jason Carroll, CliftonLarsonAllen LLP (“CLA”)
Elisabeth A. Cortese, Esq., Jon Hoistad, Esq. and Kalen Hilliker, Esq.; McGeady Becher P.C.
Cristina Madrigal and Ashley Myers; Timberline District Consulting, LLC (“Timberline”)
Nick English; The Aurora Highlands Metropolitan District No. 1

ADMINISTRATIVE MATTERS

Disclosures of Potential Conflicts of Interest: The Board 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 by Attorney Cortese that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

Quorum, Confirmation of Meeting Location/Posting of Meeting 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 Sheldon, seconded by Director Ferreira and, upon vote unanimously 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 virtually via Zoom. The Board further noted that notice providing the time, date and audio / video

RECORD OF PROCEEDINGS

conference access for the meeting 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.

Public Comment: Mr. English addressed the Board to say that he thought the July 4th event was successful. He further noted that he thinks a reservation system should be implemented because there was another party in the park before the event and it almost caused an overlap problem. He would like TAH residents to have reservation priority.

CONSENT AGENDA

Minutes of June 20, 2024 Special Meeting: Following discussion, upon motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved the Consent Agenda item.

FINANCIAL MATTERS

Payment of Claims for Operating Costs: Following review and discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved the payment of claims for operating costs, in the amount of \$34,366.30.

Schedule of Cash Position dated May 31, 2024, updated as of July 12, 2024: Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreira and, upon vote unanimously carried, the Board accepted the Schedule of Cash Position dated May 31, 2024, updated as of July 12, 2024.

Request for Extension of Time to File 2023 Audit: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved the Request for Extension of Time to file the 2023 Audit.

Recommendation to The Aurora Highlands Community Authority Board ("CAB") for Acceptance of the CAB and District Engineer's Report and Verification of Costs Associated with Public Improvements Draw No. 73 Engineer's Report and Verification of Costs No. 52 prepared by Schedio Group LLC ("Engineer's Report No. 52"): Director Hopper reviewed Engineer's Report No. 52 with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreria and, upon vote unanimously carried, the Board recommended acceptance of Engineer's Report No. 52 to the CAB.

RECORD OF PROCEEDINGS

Recommendation to the CAB for Acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements, In-Tract Improvements / In Tract Home Builder Expenses, Engineer’s Report and Verification of Costs No. 33 prepared by Schedio Group LLC (“Engineer’s In-Tract Report No. 33”): Director Hopper reviewed Engineer’s Report No. 33 with the Board. Following discussion, upon a motion duly made by Director Sheldon, seconded by Director Ferreria and, upon vote unanimously carried, the Board recommended acceptance of Engineer’s Report No. 33 to the CAB.

CAPITAL PROJECTS

Funding Sources and Payment: The Board acknowledged the following funding sources and payment in the total amount of \$4,035,413.60* subject to finalization of funding sources.

TAH CAB/Spine Costs	\$1,950,919.69
AH In-Tract Costs	\$ 635,319.35
AF ARTA	\$ 461,838.89
ARTA	\$ 142,496.62
AF ATEC Spine Costs	\$ 672,262.47
Developer	\$ 172,576.58
Total:	\$4,035,413.60

District Capital Projects:

Task Order No. 13 to Master Service Agreement (“MSA”) for Program Management, Design and Construction Services between the District and AECOM Technical Services, Inc. for Tributary T Drainage Modeling and Inline Detention (Time and Materials): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved **Task Order No. 13 to MSA** for Program Management, Design and Construction Services between the District and **AECOM Technical Services, Inc.** for Tributary T Drainage Modeling and Inline Detention (Time and Materials), in the amount of \$432,000.00, upon review and recommendation by the Construction Committee.

Change Order No. 20 to Work Order No. 26 to Construction Management Agreement (“CMAR”) between the District and JHL Constructors, Inc. for Consolidated Landscaping (Savings Split - Site Furnishings): Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved **Change Order No. 20 to Work Order No. 26 to CMAR** between the District and **JHL Constructors, Inc.** for Consolidated Landscaping (Savings Split - Site Furnishings), in the deductive amount of (\$180,384.75), upon review and recommendation by the Construction Committee.

RECORD OF PROCEEDINGS

Change Order No. 03 to Short Form Construction Agreement for Filing 9 Landscaping between the District and Landtech Contractors, LLC for Addition of Rock Mulch at Intersection of 26th Ave. and Warm Springs Ave.: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved **Change Order No. 03 to Short Form Construction Agreement** for Filing 9 Landscaping between the District and **Landtech Contractors, LLC** for Addition of Rock Mulch at Intersection of 26th Ave. and Warm Springs Ave., in the amount of \$1,293.00, upon review and recommendation by the Construction Committee.

Change Order No. 04 to Short Form Construction Agreement for Filing 9 Landscaping between the District and Landtech Contractors, LLC for Bringing Landscaping Berms on the North Side of Highlands Creek Parkway to Correct Grade: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote, unanimously carried, the Board approved **Change Order No. 04 to Short Form Construction Agreement** for Filing 9 Landscaping between the District and **Landtech Contractors, LLC** for Bringing Landscaping Berms on the North Side of Highlands Creek Parkway to Correct Grade, in the amount of \$9,346.00, upon review and recommendation by the Construction Committee.

Task Order No. 2024.19 to MSA for Stormwater Services between the District and Stormwater Logistics, LLC for Restoration of Stockpile Spreading Operation: Following discussion, upon a motion duly made by Director Hopper, seconded by Director Ferreira and, upon vote unanimously carried, the Board approved **Task Order No. 2024.19 to MSA** for Stormwater Services between the District and **Stormwater Logistics, LLC** for Restoration of Stockpile Spreading Operation, in the amount of \$22,000.00, upon review and recommendation by the Construction Committee.

LEGAL MATTERS

None.

ARTA MATTERS

None.

MANAGER MATTERS

None.

OTHER BUSINESS

None.

RECORD OF PROCEEDINGS

EXECUTIVE SESSION

An Executive Session was not needed.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Aerotropolis Area Coordinating MD Check register

Date	Vendor	Document no.	Amount
	Bank: 1st Bank - 42659 - 1st Bank	Account no: 3661317584	
08/09/2024	42659-000006--Aurora Media Group	1085	125.20
08/09/2024	42659-000017--CGF Management Inc	1086	15,000.00
08/09/2024	42659-000139--First- Citizens Bank & Trust CO	1087	281.27
08/09/2024	42659-000162--Ricoh USA, Inc	1088	338.78
	Total for 1st Bank - 42659		<u><u>15,745.25</u></u>

**Aerotropolis Area Coordinating MD
Cash Requested Report**

Bill number	Date	Fund_ID	Account	Account title	Transaction amount
Aurora Media Group					
107987	07/13/2024	30	7480	Miscellaneous	125.20
Sum for Aurora Media Group					125.20
CGF Management Inc					
1352	08/01/2024	10	7861-42659-00006	Cost Verification	15,000.00
Sum for CGF Management Inc					15,000.00
First- Citizens Bank & Trust CO					
45206160	07/18/2024	30	7480	Miscellaneous	281.27
Sum for First- Citizens Bank & Trust CO					281.27
Ricoh USA, Inc					
1101137477	07/31/2024	30	7480	Miscellaneous	338.78
Sum for Ricoh USA, Inc					338.78
Sum Total					15,745.25

AEROTROPOLIS AREA COORDINATING METRO DISTRICT

Schedule of Cash Position

June 30, 2024

Updated as of

August 9, 2024

	Capital Projects Fund	Capital Projects Reserve	Program Management Deposit	Total
First Bank - Checking				
Balance as of 6/30/24	\$ -	\$ 4,984,511.38	\$ 626,733.26	5,611,244.64
Subsequent activities:				
07/01/24 Held Checks	(2,491,965.86)	-	-	(2,491,965.86)
07/01/24 Aurora Payments 763573, 756654, 732755, 763498, & 763735	-	(460,463.38)	-	(460,463.38)
07/01/24 OxBlue payments	-	(5,396.00)	-	(5,396.00)
07/01/24 Wire to Pop Productions	-	(17,556.00)	-	(17,556.00)
07/11/24 ARTA Draw 72 Payment	1,784,460.98	27,097.67	301,846.45	2,113,405.10
07/12/24 Aurora Payment 763641	-	(3,210.00)	-	(3,210.00)
07/15/24 OxBlue payments	-	(7,390.00)	-	(7,390.00)
07/15/24 Admin July - Checks 1051-1055	-	(34,366.30)	-	(34,366.30)
07/19/24 Draw 73 - Checks #1028-1050	(3,775,332.63)	-	-	(3,775,332.63)
07/22/24 Req 29 - Draw 73	1,080,319.82	259,083.97	-	1,339,403.79
07/23/24 Req 1 - Draw 73	2,380,936.61	-	-	2,380,936.61
07/25/24 Aurora Payments 764665, 765066, 766556, 766534 & 767321	-	(38,891.75)	-	(38,891.75)
07/30/24 Aurora Payments 764584 & 767982	-	(80,250.00)	-	(80,250.00)
07/30/24 Void Xcel Check 1050	171,579.58	-	-	171,579.58
07/30/24 Xcel payment - Less fees due	(72,870.76)	-	-	(72,870.76)
08/07/24 Wire to Colm	-	(10,957.37)	-	(10,957.37)
08/07/24 Aurora Payments 756656 & 765607	-	(134,527.24)	-	(134,527.24)
08/08/24 Bill.com Interim Payments	-	(16,545.06)	-	(16,545.06)
08/08/24 Aurora Payments 767665, 767381 & 767875	-	(56,910.00)	-	(56,910.00)
08/08/24 Void Monks check 1044	491,284.52	-	-	491,284.52
08/08/24 Monks Check reissue 1084	(491,284.52)	-	-	(491,284.52)
08/08/24 Transfer from TAH CAB - Developer Portion of Draw 72	-	6,393.00	-	6,393.00
Anticipated due from Taylor Morrison	-	106,361.79	-	106,361.79
Anticipated due from ARTA Draw 69-73 (except 72 already received)	894,340.45	(2,955,481.26)	-	(2,061,140.81)
Anticipated transfer to CAB (Richmond desposits)	(20,000.00)	-	-	(20,000.00)
Anticipated due from Developer Draw 73	171,579.58	997.00	-	172,576.58
Anticipated Draw 74 Checks	(5,801,732.17)	-	-	(5,801,732.17)
Anticipated Req 3 - Draw 74	5,087,131.80	864,786.79	-	5,951,918.59
Anticipated Draw 74 ARTA	713,412.37	-	-	713,412.37
Anticipated Developer Portion Draw 74	1,188.00	6,393.00	-	7,581.00
Anticipated admin August	-	(15,745.25)	-	(15,745.25)
Correction of Xcel invoice on Draw 59 & 60	-	(6,560.64)	-	(6,560.64)
Anticipated Interim Pymt reib via Draw 75 - sent 8/8/24	-	245,343.21	-	245,343.21
Anticipated balance	<u>123,047.77</u>	<u>2,656,717.56</u>	<u>928,579.71</u>	<u>2,725,829.11</u>
CSAFE				
Balance as of 6/30/24	373,072.66	-	-	373,072.66
Subsequent activities:				
Anticipated transfer to TAH CAB Zions	(362,500.00)	-	-	(362,500.00)
Anticipated balance	<u>10,572.66</u>	<u>-</u>	<u>-</u>	<u>10,572.66</u>
Anticipated balances:	<u>\$ 133,620.43</u>	<u>\$ 2,656,717.56</u>	<u>\$ 928,579.71</u>	<u>\$ 2,736,401.77</u>

Yield Information (6/30/24)

C-Safe 5.34%

**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. 74

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED:

August 9, 2024

CLIENT NO.: 181106

PROJECT: AACMD (SPINE)

Engineer's Report and Verification of Costs No. 53

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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 53rd deliverable associated with Task Order 01 of the MSA as it pertains to AACMD.

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

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

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

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

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

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

SUMMARY OF FINDINGS

Schedio Group reviewed \$6,672,911.96 of incurred expenses associated with Draw Request No. 74. Of the \$6,672,911.96 reviewed, Schedio Group verified \$6,665,330.96 as being associated with the design and construction of Public Improvements. Of the verified amount, \$2,041,289.27 is associated with TAH CAB/Spine Costs, \$1,880,550.61 with AH In Tract Costs, \$1,310,232.97 with AF ATEC Spine Costs ("ATEC Spine"), and \$1,433,258.10 with Aerotropolis Regional Transportation Authority Costs ("ARTA"). As costs associated with ARTA are reviewed and verified separately, they will not be included in this Report.

In summary, the total amount verified associated with TAH CAB/Spine Costs, AH In Tract Costs and AF ATEC Spine Costs is **\$3,921,839.88**.

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

DRAW 74	DEVELOPER DRAW 74	TAH CAB/SPINE & AH IN TRACT DRAW 74			AF ATEC SPINE DRAW 74	TAH CAB/SPINE +AH IN TRACT + AF ATEC SPINE DRAW 74	AF ARTA DRAW 74	ARTA DRAW 74	TOTAL DRAW 74
		VERIFIED AMT (SPINE)	VERIFIED AMT (IN TRACT)	VERIFIED AMT (SPINE + IN TRACT)					
\$ 6,672,911.96	\$ 7,581.00	\$ 2,041,289.27	\$ 1,880,550.61	\$ 3,921,839.88	\$ 1,310,232.97	\$ 5,232,072.86	\$ 719,845.74	\$ 713,412.37	\$ 6,665,330.96

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

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

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

VERIFICATION OF COSTS

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

VERIFICATION OF PAYMENTS

As Draw No. 74 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 August 5, 2024. 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 74. 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 74 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.

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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 August 9, 2024.

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 the 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 the Public Improvements considered in the attached Engineer's Report, from October 3, 2023, (date of City of Aurora Invoice No. 732755) to July 31, 2024 (date of Brightview Pay App No. 25), are reasonably valued at **\$3,921,839.88**.

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 payment from Aerotropolis Area Metropolitan Coordinating District to Vendors.



August 9, 2024

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED BY JOB CODE

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 74	DEVELOPER DRAW 74	TAH CAB/SPINE DRAW 74	AH IN TRACT DRAW 74	AF ARTA DRAW 74	ARTA DRAW 74	AF ATEC SPINE DRAW 74
101	Overall Project (Non Specific)	\$ 408,870.16	\$ -	\$ 355,972.90	\$ 8,147.27	\$ 44,750.00	\$ -	\$ -
102	Mass Grading	\$ 97.95	\$ -	\$ 97.95	\$ -	\$ -	\$ -	\$ -
103	Walls and Fencing	\$ 1,038.18	\$ -	\$ 1,038.18	\$ -	\$ -	\$ -	\$ -
104	Engineer's Report and Verification of Costs	\$ 20,364.11	\$ -	\$ 15,277.78	\$ -	\$ -	\$ 5,086.33	\$ -
140	ISP (Phase 1)	\$ 1,919.28	\$ -	\$ 1,919.28	\$ -	\$ -	\$ -	\$ -
142	ISP (Phase 3)	\$ 3,240.34	\$ -	\$ 3,240.34	\$ -	\$ -	\$ -	\$ -
144	32nd Avenue Phase 1	\$ 165.00	\$ -	\$ 165.00	\$ -	\$ -	\$ -	\$ -
145	32nd Avenue Phase 2	\$ 948.75	\$ -	\$ 948.75	\$ -	\$ -	\$ -	\$ -
146	32nd Avenue Phase 3	\$ 2,850.00	\$ -	\$ 2,850.00	\$ -	\$ -	\$ -	\$ -
152	Public Art	\$ 112,672.14	\$ -	\$ 112,672.14	\$ -	\$ -	\$ -	\$ -
200	Demolition	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -
203	Monument (Phase 1)	\$ 2,296.35	\$ 1,134.00	\$ 28.35	\$ 1,134.00	\$ -	\$ -	\$ -
204	Monument (Phase 2)	\$ 2,636.08	\$ -	\$ 2,636.08	\$ -	\$ -	\$ -	\$ -
205	Monument (E470)	\$ 0.97	\$ -	\$ 0.97	\$ -	\$ -	\$ -	\$ -
206	26th Ave (E470 - Main St)	\$ 0.97	\$ -	\$ 0.97	\$ -	\$ -	\$ -	\$ -
207	26th Avenue (Main Street-Harvest)	\$ 69,185.77	\$ -	\$ 1,185.77	\$ -	\$ 68,000.00	\$ -	\$ -
208	26th Ave (Harvest - Powhatan)	\$ 28,212.44	\$ -	\$ 1,066.19	\$ -	\$ -	\$ 27,146.25	\$ -
209	26th Avenue (TAH Pkwy-Powhatan)	\$ 49,825.35	\$ -	\$ -	\$ -	\$ -	\$ 49,825.35	\$ -
210	E470 Interchange (Phase 1)	\$ 3,755.34	\$ -	\$ -	\$ -	\$ -	\$ 3,755.34	\$ -
211	E470 Interchange (Phase 1.5)	\$ 2,945.32	\$ -	\$ -	\$ -	\$ -	\$ 2,945.32	\$ -
212	E470 Interchange (Phase 2)	\$ 516,833.58	\$ -	\$ -	\$ -	\$ -	\$ 516,833.58	\$ -
213	E470 Interchange (Phase 3)	\$ 2,945.32	\$ -	\$ -	\$ -	\$ -	\$ 2,945.32	\$ -
214	E470 Interchange (Phase 4)	\$ 2,945.32	\$ -	\$ -	\$ -	\$ -	\$ 2,945.32	\$ -
220	Main St (26th Ave -TAH Pkwy)	\$ 165,859.02	\$ 1,188.00	\$ 164,671.02	\$ -	\$ -	\$ -	\$ -
222	Main St (42nd Ave-46th Ave)	\$ 35,597.86	\$ -	\$ 35,597.86	\$ -	\$ -	\$ -	\$ -
230	Denali Blvd (TAH Pkwy to 42nd Ave)	\$ 3,751.73	\$ -	\$ 3,751.73	\$ -	\$ -	\$ -	\$ -
231	Denali Blvd (42nd Ave - 48th Ave)	\$ 34,404.15	\$ -	\$ 34,404.15	\$ -	\$ -	\$ -	\$ -
241	TAH Parkway (Main St-Denali Blvd)	\$ 618,476.51	\$ -	\$ 600,934.46	\$ -	\$ 17,542.06	\$ -	\$ -
244	TAH Parkway (30th-26th)	\$ 119,213.28	\$ -	\$ 69,143.70	\$ -	\$ 50,069.57	\$ -	\$ -
246	38th Ave (Himalaya St to E470) North	\$ 8,645.27	\$ -	\$ -	\$ -	\$ 8,574.88	\$ 70.39	\$ -
247	38th Ave (Himalaya St to E470) South	\$ 2.91	\$ -	\$ -	\$ -	\$ -	\$ 2.91	\$ -
249	38th Pkwy (TAH Pkwy to Powhatan Rd)	\$ 1,265.57	\$ -	\$ 1,265.57	\$ -	\$ -	\$ -	\$ -
250	42nd Ave (Main St-Denali Blvd)	\$ 3,287.43	\$ -	\$ 3,287.43	\$ -	\$ -	\$ -	\$ -
252	42nd Ave (School-Reserve Blvd)	\$ 191.40	\$ -	\$ 191.40	\$ -	\$ -	\$ -	\$ -
260	Reserve Blvd (42nd Ave - TAH Pkwy)	\$ 1,725.00	\$ -	\$ 1,725.00	\$ -	\$ -	\$ -	\$ -
289	Pond Improvements	\$ 0.38	\$ -	\$ 0.38	\$ -	\$ -	\$ -	\$ -
290	I-70 Interchange (Phase 1)	\$ 698.97	\$ -	\$ -	\$ -	\$ -	\$ 698.97	\$ -
291	I-70 Interchange (Phase 2)	\$ 583.92	\$ -	\$ -	\$ -	\$ -	\$ 583.92	\$ -
292	I-70 Interchange (Phase 3)	\$ 99,753.05	\$ -	\$ -	\$ -	\$ -	\$ 99,753.05	\$ -
293	I-70 Interchange (Phase 4)	\$ 410.17	\$ -	\$ -	\$ -	\$ -	\$ 410.17	\$ -
294	I-70 Interchange (Phase 5)	\$ 410.17	\$ -	\$ -	\$ -	\$ -	\$ 410.17	\$ -
300	Powhatan Rd (I-70-26th Ave)	\$ 100,542.89	\$ -	\$ -	\$ -	\$ 100,542.89	\$ -	\$ -
301	Powhatan Road (26th-38th)	\$ 249,303.02	\$ -	\$ 1,962.65	\$ -	\$ 247,340.37	\$ -	\$ -
302	Powhatan Road (38th-48th)	\$ 0.52	\$ -	\$ 0.52	\$ -	\$ -	\$ -	\$ -
303	ARTA Aerotropolis Pkwy Access Control Plan	\$ 0.12	\$ -	\$ -	\$ -	\$ 0.12	\$ -	\$ -
304	26th Avenue Interchange	\$ (0.08)	\$ -	\$ -	\$ -	\$ (0.08)	\$ -	\$ -
320	48th Avenue (E470-Main St)	\$ 17,218.02	\$ -	\$ -	\$ -	\$ 17,218.02	\$ -	\$ -
321	48th Avenue (Main St-Denali Blvd)	\$ 55,697.86	\$ -	\$ -	\$ -	\$ 55,697.86	\$ -	\$ -
330	West Village Ave (Main St-26th)	\$ 21,712.16	\$ -	\$ 21,712.16	\$ -	\$ -	\$ -	\$ -
331	West Village Ave (Hogan St-26th)	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -
332	Tributary W Drainage	\$ 0.27	\$ -	\$ 0.27	\$ -	\$ -	\$ -	\$ -
334	Hogan St Park (West Village Ave/TAH Pkwy)	\$ 12,585.61	\$ -	\$ 12,585.61	\$ -	\$ -	\$ -	\$ -
340	Fultondale Street (42nd-School)	\$ 34,717.19	\$ -	\$ 34,717.19	\$ -	\$ -	\$ -	\$ -
343	32nd Avenue	\$ 63.62	\$ -	\$ 63.62	\$ -	\$ -	\$ -	\$ -
345	Hogan Park Street (TAH Pkwy-E Creek)	\$ 33,875.94	\$ -	\$ 33,875.94	\$ -	\$ -	\$ -	\$ -
347	Reserve Boulevard (42nd-Park View)	\$ 47,836.34	\$ -	\$ 47,836.34	\$ -	\$ -	\$ -	\$ -
349	Little River (Reserve to 48th)	\$ 38,951.34	\$ -	\$ 38,951.34	\$ -	\$ -	\$ -	\$ -

SUMMARY OF COSTS REVIEWED BY JOB CODE

JOB CODE	JOB CODE DESCRIPTION	TOTAL DRAW 74	DEVELOPER DRAW 74	TAH CAB/SPINE DRAW 74	AH IN TRACT DRAW 74	AF ARTA DRAW 74	ARTA DRAW 74	AF ATEC SPINE DRAW 74
350	Mass Grading	\$ 0.16	\$ -	\$ 0.16	\$ -	\$ -	\$ -	\$ -
351	Overlot Phase II	\$ 407.67	\$ -	\$ 407.67	\$ -	\$ -	\$ -	\$ -
354	CM North Mass Grading	\$ 690.00	\$ -	\$ 690.00	\$ -	\$ -	\$ -	\$ -
511	Recreation Center 01 (CSP 1) Pool	\$ 7,413.48	\$ -	\$ 7,413.48	\$ -	\$ -	\$ -	\$ -
531	Park 01	\$ 0.19	\$ -	\$ 0.19	\$ -	\$ -	\$ -	\$ -
532	Park 02	\$ 6,413.74	\$ -	\$ 6,413.74	\$ -	\$ -	\$ -	\$ -
533	Park 03	\$ 292,499.35	\$ -	\$ 292,499.35	\$ -	\$ -	\$ -	\$ -
534	Park 04	\$ 18,277.50	\$ -	\$ 18,277.50	\$ -	\$ -	\$ -	\$ -
539	Ponds between Areas A & C	\$ 29,869.06	\$ -	\$ 29,869.06	\$ -	\$ -	\$ -	\$ -
546	Open Space PA61	\$ 2.63	\$ -	\$ 2.63	\$ -	\$ -	\$ -	\$ -
548	Open Space	\$ 0.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -
557	Phase 1A North (A)	\$ 23,467.84	\$ -	\$ 23,467.84	\$ -	\$ -	\$ -	\$ -
558	Phase 1A North (B)	\$ 23,468.42	\$ -	\$ 23,468.42	\$ -	\$ -	\$ -	\$ -
566	District Ponds between Areas B & C	\$ 29,869.06	\$ -	\$ 29,869.06	\$ -	\$ -	\$ -	\$ -
569	Open Space	\$ 3,131.18	\$ -	\$ 3,131.18	\$ -	\$ -	\$ -	\$ -
601	Picadilly Rd (38th to 56th)	\$ 49,199.90	\$ -	\$ -	\$ -	\$ 49,199.90	\$ -	\$ -
602	Monaghan Road	\$ 60,910.14	\$ -	\$ -	\$ -	\$ 60,910.14	\$ -	\$ -
705	Crestor Well	\$ 895,585.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 895,585.09
710	Mass Overlot Grading	\$ 414,647.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 414,647.89
900	General In-Tract Costs	\$ 11,796.22	\$ -	\$ -	\$ 11,796.22	\$ -	\$ -	\$ -
901	Filing 01	\$ 1,148.18	\$ 567.00	\$ -	\$ 581.18	\$ -	\$ -	\$ -
902	Filing 02	\$ 3,440.14	\$ 1,994.00	\$ -	\$ 1,446.14	\$ -	\$ -	\$ -
903	Filing 03	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -
904	Filing 04	\$ 1,148.18	\$ 567.00	\$ -	\$ 581.18	\$ -	\$ -	\$ -
905	Filing 05	\$ 0.00	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -
907	Filing 07	\$ 7,028.89	\$ -	\$ -	\$ 7,028.89	\$ -	\$ -	\$ -
908	Filing 08	\$ 39.12	\$ -	\$ -	\$ 39.12	\$ -	\$ -	\$ -
909	Filing 09	\$ 146,694.78	\$ -	\$ -	\$ 146,694.78	\$ -	\$ -	\$ -
910	Filing 10	\$ 1,784.04	\$ 567.00	\$ -	\$ 1,217.04	\$ -	\$ -	\$ -
911	Filing 11	\$ 49.44	\$ -	\$ -	\$ 49.44	\$ -	\$ -	\$ -
913	Filing 13	\$ 0.08	\$ -	\$ -	\$ 0.08	\$ -	\$ -	\$ -
915	Filing 15	\$ 412,022.06	\$ 567.00	\$ -	\$ 411,455.06	\$ -	\$ -	\$ -
916	Filing 16	\$ 1,009.46	\$ 498.50	\$ -	\$ 510.96	\$ -	\$ -	\$ -
917	Filing 17	\$ 1,026.71	\$ 498.50	\$ -	\$ 528.21	\$ -	\$ -	\$ -
918	Filing 18	\$ 0.01	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -
919	Filing 19	\$ 1.56	\$ -	\$ -	\$ 1.56	\$ -	\$ -	\$ -
921	Filing 21	\$ 1.23	\$ -	\$ -	\$ 1.23	\$ -	\$ -	\$ -
922	Filing 22	\$ 100,265.79	\$ -	\$ -	\$ 100,265.79	\$ -	\$ -	\$ -
923	Filing 23	\$ 49,135.10	\$ -	\$ -	\$ 49,135.10	\$ -	\$ -	\$ -
924	Filing 24	\$ 83,186.53	\$ -	\$ -	\$ 83,186.53	\$ -	\$ -	\$ -
925	Filing 25	\$ 231,607.08	\$ -	\$ -	\$ 231,607.08	\$ -	\$ -	\$ -
926	Filing 26	\$ 34,414.93	\$ -	\$ -	\$ 34,414.93	\$ -	\$ -	\$ -
927	Filing 27	\$ 83,443.21	\$ -	\$ -	\$ 83,443.21	\$ -	\$ -	\$ -
928	Filing 28	\$ 17,503.88	\$ -	\$ -	\$ 17,503.88	\$ -	\$ -	\$ -
929	Filing 29	\$ 92,699.68	\$ -	\$ -	\$ 92,699.68	\$ -	\$ -	\$ -
930	Filing 30	\$ 117,770.78	\$ -	\$ -	\$ 117,770.78	\$ -	\$ -	\$ -
931	Filing 31	\$ 99,671.07	\$ -	\$ -	\$ 99,671.07	\$ -	\$ -	\$ -
932	Filing 32	\$ 105,951.06	\$ -	\$ -	\$ 105,951.06	\$ -	\$ -	\$ -
933	Filing 33	\$ 155,097.05	\$ -	\$ -	\$ 155,097.05	\$ -	\$ -	\$ -
934	Filing 34	\$ 81,468.78	\$ -	\$ -	\$ 81,468.78	\$ -	\$ -	\$ -
935	Filing 35	\$ 20,921.32	\$ -	\$ -	\$ 20,921.32	\$ -	\$ -	\$ -
936	Filing 36	\$ 4,480.66	\$ -	\$ -	\$ 4,480.66	\$ -	\$ -	\$ -
937	Filing 37	\$ 6,285.41	\$ -	\$ -	\$ 6,285.41	\$ -	\$ -	\$ -
938	Filing 38	\$ 5,435.92	\$ -	\$ -	\$ 5,435.92	\$ -	\$ -	\$ -
	TOTALS -->	\$ 6,672,911.96	\$ 7,581.00	\$ 2,041,289.27	\$ 1,880,550.61	\$ 719,845.74	\$ 713,412.37	\$ 1,310,232.97

SUMMARY OF COSTS VERIFIED BY VENDOR

VENDOR	TOTAL DRAW 74	DEVELOPER DRAW 74	TAH CAB/SPINE DRAW 74	AH IN TRACT DRAW 74	AF ARTA DRAW 74	ARTA DRAW 74	AF ATEC SPINE DRAW 74
AECOM	\$ 816,809.06	\$ -	\$ 142,372.66	\$ -	\$ 564,255.74	\$ 93,442.10	\$ 16,738.56
ARTA	\$ 68,000.00	\$ -	\$ -	\$ -	\$ 68,000.00	\$ -	\$ -
ATCO Structures & Logistics	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
Aztec Consultants	\$ 68,105.00	\$ 1,188.00	\$ 38,213.60	\$ 28,703.40	\$ -	\$ -	\$ -
Big West Consulting	\$ 37,020.00	\$ -	\$ 37,020.00	\$ -	\$ -	\$ -	\$ -
Big West Landscaping	\$ 77,009.00	\$ -	\$ 77,009.00	\$ -	\$ -	\$ -	\$ -
Brightview Landscaping	\$ 32,039.91	\$ -	\$ 27,959.04	\$ -	\$ 4,080.87	\$ -	\$ -
City of Aurora	\$ 533,342.38	\$ -	\$ 34,283.00	\$ 427,797.38	\$ -	\$ -	\$ 71,262.00
Clanton & Associates	\$ 6,930.00	\$ -	\$ 3,963.75	\$ -	\$ 2,792.50	\$ 173.75	\$ -
Daniels Real Estate	\$ 16,296.30	\$ -	\$ -	\$ -	\$ 16,296.30	\$ -	\$ -
E-470 Public Highway Authority	\$ 472,901.01	\$ -	\$ -	\$ -	\$ -	\$ 472,901.01	\$ -
Felsburg Holt and Ullevig	\$ 810.00	\$ -	\$ -	\$ -	\$ -	\$ 810.00	\$ -
JHL	\$ 569,710.22	\$ -	\$ 569,710.22	\$ -	\$ -	\$ -	\$ -
JMJZ	\$ 7,495.41	\$ -	\$ 7,495.41	\$ -	\$ -	\$ -	\$ -
Knight Industries	\$ 328,842.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,842.50
Landtech	\$ 141,869.59	\$ -	\$ -	\$ 141,869.59	\$ -	\$ -	\$ -
Matrix	\$ 682,277.53	\$ -	\$ 340,213.23	\$ 342,064.30	\$ -	\$ -	\$ -
Merrick	\$ 19,583.63	\$ -	\$ 11,358.51	\$ -	\$ 8,225.12	\$ -	\$ -
Michael Benisty	\$ 285,000.00	\$ -	\$ 285,000.00	\$ -	\$ -	\$ -	\$ -
NETC	\$ 98,698.00	\$ -	\$ -	\$ -	\$ -	\$ 98,698.00	\$ -
Norris Design	\$ 19,024.28	\$ -	\$ 13,897.66	\$ -	\$ 5,126.63	\$ -	\$ -
OxBlue Corporation	\$ 12,786.00	\$ 6,393.00	\$ -	\$ 6,393.00	\$ -	\$ -	\$ -
POP Productions	\$ 32,556.00	\$ -	\$ 32,556.00	\$ -	\$ -	\$ -	\$ -
RE Monks	\$ 1,989,474.11	\$ -	\$ 197,504.28	\$ 899,741.57	\$ -	\$ -	\$ 892,228.26
Schedio Group	\$ 31,534.13	\$ -	\$ 14,818.91	\$ 11,628.89	\$ -	\$ 5,086.33	\$ -
Stormwater Risk Mgmt	\$ 146,731.84	\$ -	\$ 146,731.84	\$ -	\$ -	\$ -	\$ -
Summit Strategies	\$ 132,116.06	\$ -	\$ 59,982.17	\$ 22,352.48	\$ 6,318.58	\$ 42,301.18	\$ 1,161.65
Zonda	\$ 44,750.00	\$ -	\$ -	\$ -	\$ 44,750.00	\$ -	\$ -
TOTALS -->	\$ 6,672,911.96	\$ 7,581.00	\$ 2,041,289.27	\$ 1,880,550.61	\$ 719,845.74	\$ 713,412.37	\$ 1,310,232.97

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

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

DISTRICT AGREEMENTS

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

CONSTRUCTION DRAW REQUESTS

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

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

- AACMD Draw Request No. 45, dated March 7, 2022
- AACMD Draw Request No. 46, dated April 11, 2022
- AACMD Draw Request No. 47, dated May 10, 2022
- AACMD Draw Request No. 48, dated June 6, 2022
- AACMD Draw Request No. 49, dated July 13, 2022
- AACMD Draw Request No. 50, dated August 4, 2022
- AACMD Draw Request No. 51, dated September 6, 2022
- AACMD Draw Request No. 52, dated October 6, 2022
- AACMD Draw Request No. 53, dated November 2, 2022
- AACMD Draw Request No. 54, dated December 9, 2022
- AACMD Draw Request No. 55, dated January 6, 2023
- AACMD Draw Request No. 56, dated February 7, 2023
- AACMD Draw Request No. 57, dated March 13, 2023
- AACMD Draw Request No. 58, dated April 12, 2023 (Revised May 3, 2023)
- AACMD Draw Request No. 59, dated May 12, 2023
- AACMD Draw Request No. 60, dated June 6, 2023
- AACMD Draw Request No. 61, dated July 10, 2023
- AACMD Draw Request No. 62, dated August 10, 2023
- AACMD Draw Request No. 63, dated September 11, 2023
- AACMD Draw Request No. 64, dated October 9, 2023
- AACMD Draw Request No. 65, dated November 8, 2023
- AACMD Draw Request No. 65.5, dated November 15, 2023
- AACMD Draw Request No. 67, dated January 4, 2024
- AACMD Draw Request No. 68, dated February 4, 2024
- AACMD Draw Request No. 69, dated March 11, 2024
- AACMD Draw Request No. 70, dated April 5, 2024
- AACMD Draw Request No. 71, dated May 5, 2024
- AACMD Draw Request No. 72, dated June 5, 2024
- AACMD Draw Request No. 73, dated July 10, 2024
- AACMD Draw Request No. 74, dated August 5, 2024



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

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

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

PREPARED BY:

SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:

TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: August 7, 2024

CLIENT NO.: 181106

PROJECT: AAMCD (IN-TRACT)

Engineer's Report and Verification of Costs No. 34

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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a Master Service Agreement ("MSA") for Engineering Services with Aerotropolis Area Coordinating Metropolitan District ("AACMD" and/or "CAB") on December 11, 2018. The purpose of this Engineer's Report and Verification of Costs Associated with Public Improvements ("Report") is to identify costs commonly referred to as "In-Tract Expenses" that are eligible to be paid for by the CAB. This Report is the 34th deliverable associated with the MSA.

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

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

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

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

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$102,929,035.81 of incurred expenses associated with In-Tract Improvements. Of the \$102,929,035.81 reviewed, Schedio Group has verified \$75,114,750.19 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, to date, the Total Verified Public Amount eligible for reimbursements from the CAB to the Developer is \$75,114,750.19.

Per *The Aurora Highlands Community Authority Board and Aerotropolis Area Coordinating Metropolitan District – Engineer's Report and Verification of Costs Associated with Public Improvements No. 33*, prepared by Schedio Group LLC and dated July 8, 2024 ("ERVC 33"), Schedio Group had verified \$74,505,957.83 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Therefore, in prior reports, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer was \$74,505,957.83.

Regarding this Report, Schedio Group has reviewed \$834,307.12 of incurred expenses associated with In-Tract Improvements and proofs of payments associated with current and previously reviewed expenses.

Of the \$834,307.12 reviewed in expenses, Schedio Group has verified \$608,792.36 as Public Capital Costs associated with the design and construction of In-Tract Public Improvements. Proofs of payments from prior reports were received and included in the current report, causing the Total Verified Public Amount to be higher than the reviewed amount. Therefore, the Total Verified Public Amount eligible for reimbursement from the CAB to the Developer is **\$608,792.36**. See *Figure 1 – Summary of Verified In-Tract Public Improvements Segregated by Source* and *Figure 2 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below.

SOURCE	TOT VER PUB AMT	PREV VER PUB AMT	CUR VER PUB AMT
	VER NOS 1 - 34	VER NOS 1 - 33	VER NO 34
DRAWS			
Draws 1-41 + Past Expenses	\$ 661,992.37	\$ 661,992.37	\$ -
HOME BUILDER EXPENSES			
Bridgewater Homes	\$ 7,748,573.83	\$ 7,728,899.12	\$ 19,674.71
Century Homes	\$ 6,267,053.46	\$ 5,677,935.81	\$ 589,117.65
DR Horton	\$ 221,726.36	\$ 221,726.36	\$ -
Pulte Homes	\$ 9,370,821.83	\$ 9,370,821.83	\$ -
Richmond American Homes	\$ 24,305,087.80	\$ 24,305,087.80	\$ -
Taylor Morrison Homes	\$ 16,033,805.39	\$ 16,033,805.39	\$ -
The Aurora Highlands LLC	\$ 786,283.35	\$ 786,283.35	\$ -
TriPointe Homes	\$ 9,719,405.80	\$ 9,719,405.80	\$ -
TOTALS -->	\$ 75,114,750.19	\$ 74,505,957.83	\$ 608,792.36

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

	TOTAL AMT VERIFIED (Verification Nos. 1 through 34)	PREVIOUS AMT VERIFIED (Verification Nos. 1 through 33)	CURRENT AMT VERIFIED (Verification No. 34)
SOFT AND INDIRECT COSTS			
Streets	\$ 4,364,997.05	\$ 4,288,757.86	\$ 76,239.19
Water	\$ 2,939,042.87	\$ 2,862,803.68	\$ 76,239.19
Sanitary Sewer	\$ 2,610,871.26	\$ 2,534,632.06	\$ 76,239.19
Parks and Recreation	\$ 1,614,470.32	\$ 1,538,231.13	\$ 76,239.19
TOTAL SOFT AND INDIRECT COSTS -->	\$ 11,529,381.50	\$ 11,224,424.73	\$ 304,956.78
HARD COSTS			
Streets	\$ 37,707,564.53	\$ 37,509,560.34	\$ 198,004.18
Water	\$ 10,822,409.43	\$ 10,819,705.82	\$ 2,703.61
Sanitary Sewer	\$ 10,096,148.72	\$ 9,995,724.55	\$ 100,424.17
Parks and Recreation	\$ 4,959,246.01	\$ 4,956,542.39	\$ 2,703.61
TOTAL HARD COSTS -->	\$ 63,585,368.68	\$ 63,281,533.10	\$ 303,835.58
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 42,072,561.58	\$ 41,798,318.20	\$ 274,243.38
Water	\$ 13,761,452.30	\$ 13,682,509.49	\$ 78,942.81
Sanitary Sewer	\$ 12,707,019.98	\$ 12,530,356.62	\$ 176,663.36
Parks and Recreation	\$ 6,573,716.33	\$ 6,494,773.52	\$ 78,942.81
TOTAL SOFT AND INDIRECT + HARD COSTS -->	\$ 75,114,750.19	\$ 74,505,957.83	\$ 608,792.36

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

As a result, Schedio Group recommends that **\$608,792.36** be reimbursed from the CAB to the Developer.

DETERMINATION OF PUBLIC PRORATION PERCENTAGES

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

FILING	TOTAL AREA	PRI AREA	% PRI	PUB AREA	% PUB
The Aurora Highlands Subdivision Filing No. 01	1959280	631998	32.26%	1327282	67.74%
The Aurora Highlands Subdivision Filing No. 02	2595570	1328476	51.18%	1267094	48.82%
The Aurora Highlands Subdivision Filing No. 03	1080448	649590	60.12%	430858	39.88%
The Aurora Highlands Subdivision Filing No. 04	180361	84729	46.98%	95632	53.02%
The Aurora Highlands Subdivision Filing No. 05	676744	308421	45.57%	368323	54.43%
The Aurora Highlands Subdivision Filing No. 06	220301	220301	100.00%	0	0.00%
The Aurora Highlands Subdivision Filing No. 07	3144052	1919588	61.05%	1224464	38.95%
The Aurora Highlands Subdivision Filing No. 08	1640462	967340	58.97%	673122	41.03%
The Aurora Highlands Subdivision Filing No. 09	965278	0	0.00%	965278	100.00%
The Aurora Highlands Subdivision Filing No. 10	2699670	1449009	53.67%	1250661	46.33%
The Aurora Highlands Subdivision Filing No. 11	589524	0	0.00%	589524	100.00%
The Aurora Highlands Subdivision Filing No. 12	2876703	0	0.00%	2876703	100.00%
The Aurora Highlands Subdivision Filing No. 13	93316	93316	100.00%	0	0.00%
The Aurora Highlands Subdivision Filing No. 14	2140418	1253027	58.54%	887391	41.46%
The Aurora Highlands Subdivision Filing No. 15	3202241	1827135	57.06%	1375106	42.94%
The Aurora Highlands Subdivision Filing No. 16	3069264	1944236	63.35%	1125028	36.65%
The Aurora Highlands Subdivision Filing No. 17	1166329	713716	61.19%	452613	38.81%
The Aurora Highlands Subdivision Filing No. 18	193673	0	0.00%	193673	100.00%
The Aurora Highlands Subdivision Filing No. 19	304200	0	0.00%	304200	100.00%
The Aurora Highlands Subdivision Filing No. 20	1574964	1574964	100.00%	0	0.00%
The Aurora Highlands Subdivision Filing No. 22	1650637	1645760	99.70%	4877	0.30%

Figure 3 - Determination of Public Proration Percentages

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

VERIFICATION OF COSTS

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

VERIFICATION OF PAYMENTS

Schedio Group verified proofs of payments totaling \$813,757.12 associated with costs reviewed in this Report. Of the \$813,757.12 in verified payments, \$608,792.36 is associated with the design and construction of Public Improvements.

VERIFICATION OF CONSTRUCTION

Schedio Group LLC performed a site visit on August 5, 2024. Observation of the constructed improvements was performed to ensure that Public Improvements are being constructed in general conformance with the approved construction drawings. Photos are available from Schedio Group LLC upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

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

ENGINEER'S VERIFICATION

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

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated August 7, 2024.

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

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

The Independent Consulting Engineer finds and determines that the in-Tract public Improvements considered in the attached Engineer's Report from January 2024 through July 2024 are reasonably valued at **\$608,792.36**.

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

Schedio Group recommends reimbursement from The Aurora Highlands Community Authority Board to Aurora Highlands, LLC in the amount of **\$608,792.36**.



August 7, 2024

Timothy A. McCarthy, P.E.

Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

Table with columns: VENDOR, TYPE, FILING, SOURCE, VENDOR, DESCRIPTION, INV NO, INV DATE, INV AMT, RET/DOC/DISC, FINAL INVT, CHG NO, PMT DATE, PMT AMT, PAID, DATE CLEARED, VERIFIED AMT, % PRI, PRI AMT, % SUB, SUB AMT, PUM AMT, CUP VERIFIED AMT, STREETS, WATER, SANITATION, PARCS & LIC. The table contains numerous rows detailing project costs and payments.

SUMMARY OF COSTS REVIEWED

VER NO	TYPE	FILING	SOURCE	VENDOR	DESCRIPTION	INV NO	INV DATE	INV AMT	RET/DCIF/DISC	FINAL INV AMT	CHK NO	PMT DATE	PMT AMT	PAYOR	DATE CLEARED	VER PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	CUR VER PUB AMT	STREETS	WATER	SANITATION	PARKS & REC.
					TOTALS for VERIFICATION NO -->	11		\$ 3,854,174.00	\$ 186,375.00	\$ 3,501,516.91			\$ 3,939,039.24			\$ 3,999,605.78		\$ 907,263.78		\$ 2,649,988.06	\$ 3,573,437.16	\$ 1,886,246.15	\$ 907,001.39	\$ 366,536.77	\$ 351,572.85
					TOTALS for VERIFICATION NO -->	12		\$ 1,455,452.62	\$ 59,020.58	\$ 1,396,432.04			\$ 1,420,562.99			\$ 1,414,086.95		\$ 747,628.02		\$ 648,851.53	\$ 741,385.45	\$ 222,232.14	\$ 191,822.83	\$ 127,379.83	\$ 199,950.64
					TOTALS for VERIFICATION NO -->	13		\$ 3,446,815.95	\$ 114,617.79	\$ 3,488,979.73			\$ 2,772,703.17			\$ 837,146.30		\$ 2,626,921.43		\$ 2,069,424.24	\$ 2,069,424.24	\$ 1,022,366.16	\$ 391,142.89	\$ 420,817.81	\$ 235,097.38
					TOTALS for VERIFICATION NO -->	14		\$ 3,717,821.68	\$ 168,829.41	\$ 3,496,078.96			\$ 3,498,779.74			\$ 3,391,377.12		\$ 650,189.62		\$ 2,845,889.34	\$ 2,579,420.04	\$ 1,973,282.72	\$ 79,258.10	\$ 86,264.50	\$ 440,614.73
					TOTALS for VERIFICATION NO -->	15		\$ 2,142,485.65	\$ 78,860.95	\$ 2,074,567.30			\$ 2,568,317.86			\$ 2,594,326.88		\$ 268,368.38		\$ 1,810,698.93	\$ 2,284,840.76	\$ 1,693,999.48	\$ 211,418.87	\$ 159,500.60	\$ 219,921.81
					TOTALS for VERIFICATION NO -->	16		\$ 6,244,360.05	\$ 172,511.63	\$ 6,071,848.42			\$ 5,674,767.72			\$ 1,856,312.51		\$ 4,215,535.91		\$ 3,728,588.13	\$ 1,172,980.81	\$ 965,623.68	\$ 1,259,238.22	\$ 330,745.42	
					TOTALS for VERIFICATION NO -->	17		\$ 1,027,238.81	\$ 88,088.49	\$ 939,150.32			\$ 1,533,491.30			\$ 125,165.05		\$ 813,985.27		\$ 1,158,048.48	\$ 1,213,751.66	\$ 14,509.98	\$ (81,197.66)	\$ (89,015.51)	
					TOTALS for VERIFICATION NO -->	18		\$ 70,250.95	\$ 3,654.65	\$ 66,596.31			\$ 317,720.20			\$ 36,287.05		\$ 30,909.26		\$ 30,691.47	\$ 7,672.87	\$ 7,672.87	\$ 7,672.87	\$ 7,672.87	
					TOTALS for VERIFICATION NO -->	19		\$ 679,594.83	\$ 8,103.65	\$ 671,491.17			\$ 695,161.79			\$ 1,738,181.75		\$ 186,364.11		\$ 485,127.06	\$ 487,706.61	\$ 397,043.29	\$ 32,069.08	\$ 26,480.39	\$ 32,113.85
					TOTALS for VERIFICATION NO -->	20		\$ 123,972.52	\$ (365,510.01)	\$ 501,983.73			\$ 1,006,576.49			\$ 635,506.19		\$ 83,362.96		\$ 418,620.78	\$ 572,923.80	\$ 474,884.95	\$ 55,243.41	\$ 31,338.46	\$ 11,456.78
					TOTALS for VERIFICATION NO -->	21		\$ 4,190,148.92	\$ 258,614.18	\$ 3,931,534.73			\$ 4,220,908.41			\$ 733,823.63		\$ 3,197,711.11		\$ 3,432,487.45	\$ 2,410,392.58	\$ 704,357.88	\$ 232,285.45	\$ 85,451.54	
					TOTALS for VERIFICATION NO -->	22		\$ 677,839.03	\$ 13,937.97	\$ 662,381.06			\$ 581,880.97			\$ 294,226.06		\$ 368,155.01		\$ 321,567.40	\$ 235,758.71	\$ 28,330.13	\$ 28,506.93	\$ 28,971.63	
					TOTALS for VERIFICATION NO -->	23		\$ 1,076,679.78	\$ 91,591.48	\$ 985,088.30			\$ 1,010,848.87			\$ 61,838.46		\$ 923,259.84		\$ 946,806.51	\$ 57,291.81	\$ 282,031.96	\$ 867,179.84	\$ 20,302.89	
					TOTALS for VERIFICATION NO -->	24		\$ 1,363,871.97	\$ (83,833.25)	\$ 1,447,725.21			\$ 1,409,483.95			\$ 348,977.71		\$ 1,098,747.50		\$ 1,072,697.00	\$ 660,493.61	\$ 129,217.21	\$ 133,816.26	\$ 149,169.91	
					TOTALS for VERIFICATION NO -->	25		\$ 1,422,695.61	\$ 119,910.70	\$ 1,302,784.91			\$ 1,298,419.86			\$ 26,588.63		\$ 1,276,196.29		\$ 1,274,440.87	\$ 841,854.08	\$ 390,317.55	\$ 23,451.98	\$ 18,817.26	
					TOTALS for VERIFICATION NO -->	26		\$ 10,427,797.93	\$ 352,890.82	\$ 10,074,907.11			\$ 10,068,284.11			\$ 292,076.02		\$ 9,782,831.09		\$ 9,781,476.25	\$ 6,090,007.95	\$ 2,176,995.96	\$ 1,502,113.96	\$ 12,357.38	
					TOTALS for VERIFICATION NO -->	27		\$ 32,399.45	\$ (35,000.04)	\$ 67,399.49			\$ 268,090.48			\$ 16,528.40		\$ 83,927.89		\$ 127,506.75	\$ 118,763.34	\$ 101.97	\$ 101.97	\$ 5,539.47	
					TOTALS for VERIFICATION NO -->	28		\$ 5,456,846.07	\$ (10,836.54)	\$ 5,467,682.55			\$ 4,801,197.00			\$ 1,320,074.38		\$ 4,034,229.37		\$ 3,473,326.69	\$ 2,095,492.55	\$ 595,887.16	\$ 500,235.95	\$ 281,711.03	
					TOTALS for VERIFICATION NO -->	29		\$ 1,961,590.76	\$ 8,689.01	\$ 1,952,901.75			\$ 1,796,615.08			\$ 215,888.79		\$ 1,737,012.96		\$ 1,580,726.29	\$ 499,248.53	\$ 52,920.33	\$ 783,624.92	\$ 244,932.51	
					TOTALS for VERIFICATION NO -->	30		\$ 1,169,629.84	\$ 20,299.49	\$ 1,149,330.35			\$ 1,149,330.35			\$ 853,642.84		\$ 295,687.51		\$ 295,687.51	\$ 285,829.79	\$ 2,712.13	\$ 4,480.13	\$ 2,665.46	
					TOTALS for VERIFICATION NO -->	31		\$ 4,532,485.11	\$ 202,548.05	\$ 4,329,937.06			\$ 4,469,413.28			\$ 346,333.48		\$ 3,983,603.58		\$ 4,133,571.65	\$ 3,154,986.06	\$ 640,643.27	\$ 124,173.49	\$ 213,768.83	
					TOTALS for VERIFICATION NO -->	32		\$ 831,469.82	\$ 38,355.23	\$ 793,114.59			\$ 3,097,169.21			\$ 141,333.18		\$ 651,781.41		\$ 651,781.41	\$ 588,477.24	\$ 19,175.47	\$ 8,967.85	\$ 35,160.85	
					TOTALS for VERIFICATION NO -->	33		\$ 1,992,579.83	\$ 135,579.12	\$ 1,857,000.71			\$ 2,454,874.71			\$ 3,396,285.27		\$ (824,705.53)		\$ 2,724,524.05	\$ 3,328,254.88	\$ 3,146,218.13	\$ 25,189.48		
					TOTALS for VERIFICATION NO -->	34		\$ 836,430.37	\$ 6,123.25	\$ 834,307.12			\$ 821,007.12			\$ 813,757.12		\$ 230,782.60		\$ 603,524.52	\$ 608,792.36	\$ 274,243.38	\$ 78,942.81	\$ 176,663.36	\$ 78,942.81

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

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

DISTRICT AGREEMENTS

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

PROFESSIONAL REPORTS

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

LAND SURVEY DRAWINGS

- The Aurora Highlands Subdivision Filing No. 1, prepared by Aztec Consultants, Inc., dated July 8, 2019
- The Aurora Highlands Subdivision Filing No. 2, prepared by Aztec Consultants, Inc., recorded November 13, 2020 at Reception No. 2020000118550
- The Aurora Highlands Subdivision Filing No. 3, prepared by Aztec Consultants, Inc., dated October 19, 2019
- The Aurora Highlands Subdivision Filing No. 4, prepared by Aztec Consultants, Inc., dated February 14, 2020
- The Aurora Highlands Subdivision Filing No. 5, prepared by Aztec Consultants, Inc., dated April 6, 2020
- The Aurora Highlands Subdivision Filing No. 6, prepared by Aztec Consultants, Inc., dated May 12, 2020
- The Aurora Highlands Subdivision Filing No. 7, prepared by Aztec Consultants, Inc., dated May 13, 2020
- The Aurora Highlands Subdivision Filing No. 8, prepared by Aztec Consultants, Inc., dated May 14, 2020
- The Aurora Highlands Subdivision Filing No. 9, prepared by Aztec Consultants, Inc., dated December 28, 2021

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- The Aurora Highlands Subdivision Filing No. 10, prepared by Aztec Consultants, Inc., dated May 21, 2020
- The Aurora Highlands Subdivision Filing No. 11, prepared by Aztec Consultants, Inc., dated June 16, 2020
- The Aurora Highlands Subdivision Filing No. 13, prepared by Aztec Consultants, Inc., dated June 17, 2020
- The Aurora Highlands Subdivision Filing No. 14, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 15, prepared by Aztec Consultants, Inc., dated November 9, 2020
- The Aurora Highlands Subdivision Filing No. 16, prepared by Aztec Consultants, Inc., dated March 17, 2021
- The Aurora Highlands Subdivision Filing No. 17, prepared by Aztec Consultants, Inc., dated January 14, 2022
- The Aurora Highlands Subdivision Filing No. 18, prepared by Aztec Consultants, Inc., dated December 9, 2021
- The Aurora Highlands Subdivision Filing No. 19, prepared by Aztec Consultants, Inc., dated January 11, 2022

CIVIL ENGINEERING DRAWINGS

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

CONSULTANT CONTRACTS

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

CONSULTANT INVOICES

- See Exhibit A - Summary of Costs Reviewed

CONTRACTOR CONTRACTS

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

CONTRACTOR PAY APPLICATIONS

- See *Summary of Costs Reviewed*

**Aerotropolis Area Coordinating Metropolitan District
Draw No. 74
August 15, 2024**

<u>Vendor</u>	<u>Invoice No.</u>		<u>Invoice Total</u>	<u>Capital Amount Requested</u>	<u>TAH CAB Spine Costs</u>	<u>TAH In-Tract Costs</u>	<u>ARTA Costs</u>	<u>AF ARTA Costs</u>	<u>AF ATEC Spine Costs</u>	<u>Developer</u>
Funding for contracts:										
BRIGHTVIEW	8991128	\$	7,532.55	7,532.55	6,741.64			790.91		
BRIGHTVIEW	8991155	\$	24,507.36	24,507.36	21,217.40			3,289.96		
JHL	Pay App 3	\$	556,071.32	556,071.32	556,071.32					
JHL	Pay App 15	\$	13,638.90	13,638.90	13,638.90					
KNIGHT INDUSTRIES	Pay App 1	\$	314,402.50	314,402.50	-				314,402.50	
LANDTECH	Pay App 5	\$	141,869.59	141,869.59	-	141,869.59				
SRM	Pay App 7	\$	146,731.84	146,731.84	146,731.84					
MONKS	Pay App 2	\$	892,228.26	892,228.26	-				892,228.26	
MONKS	Pay App 3R1	\$	525,287.20	525,287.20	94,551.72	430,735.48				
KNIGHT INDUSTRIES	PayApp1-Enviornment	\$	14,440.00	14,440.00	-				14,440.00	
MONKS	PayApp 2 - TAH North	\$	571,958.65	571,958.65	102,952.56	469,006.09				
Total Contracts			3,208,668.17	3,208,668.17	941,905.38	1,041,611.16	-	4,080.87	1,221,070.76	-
Funding for Design:										
AECOM AACMD	2000910738	\$	53,401.70	53,401.70	53,401.70					
AECOM AACMD	2000910742	\$	20,638.38	20,638.38	20,638.38					
AECOM ARTA	2000909663	\$	1,140.00	1,140.00	-			1,140.00		
AECOM ARTA	2000909664	\$	1,977.25	1,977.25	-		1,977.25			
AECOM ARTA	2000909665	\$	14,493.25	14,493.25	-		14,493.25			
AECOM ARTA	2000910486	\$	117,814.79	117,814.79	68,332.58			49,482.21		
AECOM ARTA	2000898356	\$	149,647.75	149,647.75	-			149,647.75		
AECOM ARTA	2000909666	\$	316.00	316.00	-		316.00			
AECOM ARTA	2000909682	\$	47,323.93	47,323.93	-			47,323.93		
AECOM ARTA	2000909733	\$	59,381.40	59,381.40	-			59,381.40		
AECOM ARTA	2000909667	\$	316.00	316.00	-			316.00		
AECOM ARTA	2000909671	\$	316.00	316.00	-			316.00		
AECOM ARTA	2000910942	\$	27,146.25	27,146.25	-		27,146.25			
AECOM ARTA	2000909670	\$	93.75	93.75	-			93.75		
AECOM ARTA	2000909679	\$	49,509.35	49,509.35	-		49,509.35			
AECOM ARTA	2000910958	\$	54,595.32	54,595.32	-			54,595.32		
AECOM ATEC	2000909753	\$	5,204.75	5,204.75	-				5,204.75	
AECOM ARTA	2000909669	\$	279.25	279.25	-			279.25		
AECOM ARTA	2000909717	\$	193,105.25	193,105.25	-			193,105.25		
AECOM ARTA	2000910936	\$	8,574.88	8,574.88	-			8,574.88		
AECOM ATEC	2000909742	\$	10,085.75	10,085.75	-				10,085.75	
AECOM ATEC	2000910740	\$	1,448.06	1,448.06	-				1,448.06	
ARTA	20240103	\$	68,000.00	68,000.00	-			68,000.00		
ATCO	3210013	\$	1,200.00	1,200.00	1,200.00					
AZTEC	164877R	\$	8,236.00	8,236.00	1,317.76	6,918.24				
AZTEC	165984	\$	950.00	950.00	-	950.00				
AZTEC	165981	\$	14,620.00	14,620.00	-	14,620.00				
AZTEC	165982	\$	6,150.00	6,150.00	6,150.00					

Aerotropolis Area Coordinating Metropolitan District
Draw No. 74
August 15, 2024

Vendor	Invoice No.		Invoice Total	Capital Amount		TAH CAB Spine Costs	TAH In-Tract Costs	ARTA Costs	AF ARTA Costs	AF ATEC Spine Costs	Developer
					Requested						
AZTEC	165983	\$	27,150.00	27,150.00		27,150.00					
AZTEC	166229	\$	7,399.00	7,399.00		1,183.84	6,215.16				
BIG WEST CONSULTING	153	\$	34,020.00	34,020.00		34,020.00					
BIG WEST CONSULTING	223	\$	3,000.00	3,000.00		3,000.00					
BIG WEST LANDSCAPING	1776	\$	49,310.00	49,310.00		49,310.00					
BIG WEST LANDSCAPING	1777	\$	27,699.00	27,699.00		27,699.00					
CLANTON	21030.1-18	\$	173.75	173.75		-		173.75			
CLANTON	21030.2-5	\$	2,792.50	2,792.50		-			2,792.50		
CLANTON	21094-23	\$	3,963.75	3,963.75		3,963.75					
DANIELS REAL ESTATE	20240222	\$	3,245.00	3,245.00		-			3,245.00		
DANIELS REAL ESTATE	20240613	\$	2,527.50	2,527.50		-			2,527.50		
DANIELS REAL ESTATE	20240708	\$	10,523.80	10,523.80		-			10,523.80		
E-470	5188	\$	472,901.01	472,901.01		-		472,901.01			
FHU	41659	\$	810.00	810.00		-		810.00			
MATRIX	43260	\$	2,160.00	2,160.00		-	2,160.00				
MATRIX	43255	\$	34,500.00	34,500.00		5,520.00	28,980.00				
MATRIX	43305	\$	10,928.75	10,928.75		-	10,928.75				
MATRIX	43306	\$	132,560.00	132,560.00		132,560.00					
MATRIX	43307	\$	46,857.50	46,857.50		46,857.50					
MATRIX	43308	\$	5,470.00	5,470.00		5,470.00					
MATRIX	43303	\$	55,008.03	55,008.03		55,008.03					
MATRIX	43309	\$	11,714.50	11,714.50		11,714.50					
MATRIX	43310	\$	18,160.00	18,160.00		18,160.00					
MATRIX	43311	\$	5,750.00	5,750.00		5,750.00					
MATRIX	43312	\$	59,050.00	59,050.00		59,050.00					
MATRIX	43313	\$	770.00	770.00		123.20	646.80				
MATRIX	43315	\$	4,810.00	4,810.00		-	4,810.00				
MATRIX	43316	\$	22,655.00	22,655.00		-	22,655.00				
MATRIX	43317	\$	54,458.75	54,458.75		-	54,458.75				
MATRIX	43318	\$	58,615.00	58,615.00		-	58,615.00				
MATRIX	43320	\$	119,445.00	119,445.00		-	119,445.00				
MATRIX	43321	\$	39,250.00	39,250.00		-	39,250.00				
MATRIX	43322	\$	115.00	115.00		-	115.00				
MERRICK	INV-10123897	\$	19,583.63	19,583.63		11,358.51			8,225.12		
NORRIS	01-89978	\$	1,795.73	1,795.73		1,795.73					
NORRIS	01-90050	\$	3,172.30	3,172.30		3,172.30					
NORRIS	01-90132	\$	1,850.00	1,850.00		1,850.00					
NORRIS	01-90195	\$	12,206.25	12,206.25		7,079.62			5,126.63		
SCHEDIO	181106-2803	\$	14,818.91	14,818.91		14,818.91					
SCHEDIO	181106-2804	\$	11,628.89	11,628.89		-	11,628.89				
SCHEDIO	181107-2805	\$	5,086.33	5,086.33		-		5,086.33			
SUMMIT	1403	\$	132,116.06	132,116.06		59,982.17	22,352.48	42,301.18	6,318.58	1,161.65	
ZONDA	CO145-24A	\$	44,750.00	44,750.00		-			44,750.00		
NETC	9018	\$	49,349.00	49,349.00		-		49,349.00			

Aerotropolis Area Coordinating Metropolitan District
Draw No. 74
August 15, 2024

Vendor	Invoice No.		Invoice Total	Capital Amount Requested
AZTEC	164206	\$	3,600.00	3,600.00
NETC	9017	\$	49,349.00	49,349.00
Adjustment			-	-
Total Design			2,593,064.00	2,593,064.00
Other Payments				
Total amount of checks			5,801,732.17	5,801,732.17
Interim Payments				
COA	763498	\$	2,568.00	2,568.00
COA	763573	\$	14,355.50	14,355.50
COA	763641	\$	3,210.00	3,210.00
COA	732755	\$	28,606.00	28,606.00
COA	756654	\$	410,873.88	410,873.88
COA	762084	\$	30,174.00	30,174.00
COA	762092	\$	37,878.00	37,878.00
COA	742329	\$	5,677.00	5,677.00
MICHAEL BENSITY	20240617	\$	285,000.00	285,000.00
OXBLUE	547162	\$	1,994.00	1,994.00
OXBLUE	548370	\$	3,402.00	3,402.00
OXBLUE	550080	\$	1,994.00	1,994.00
OXBLUE	550081	\$	1,994.00	1,994.00
OXBLUE	551344	\$	3,402.00	3,402.00
POP PRODUCTIONS	235	\$	15,000.00	15,000.00
POP PRODUCTIONS	238	\$	17,556.00	17,556.00
JMJZ	062240123-01/065240604-01	\$	7,495.41	7,495.41
Total Interim Payments			871,179.79	871,179.79
Adjustment			-	-
Total Amount of Draw 74			\$ 6,672,911.96	

TAH CAB Spine Costs	TAH In-Tract Costs	ARTA Costs	AF ARTA Costs	AF ATEC Spine Costs	Developer
2,412.00	-	49,349.00	-	-	1,188.00
49,349.00	-	-	-	-	-
-	-	-	-	-	-
740,049.48	404,749.07	713,412.37	715,764.87	17,900.21	1,188.00
1,681,954.86	1,446,360.23	713,412.37	719,845.74	1,238,970.97	1,188.00
-	2,568.00	-	-	-	-
-	14,355.50	-	-	-	-
-	-	-	-	3,210.00	-
28,606.00	-	-	-	-	-
-	410,873.88	-	-	-	-
-	-	-	-	30,174.00	-
-	-	-	-	37,878.00	-
5,677.00	-	-	-	-	-
285,000.00	-	-	-	-	-
-	997.00	-	-	-	997.00
-	1,701.00	-	-	-	1,701.00
-	997.00	-	-	-	997.00
-	997.00	-	-	-	997.00
-	1,701.00	-	-	-	1,701.00
15,000.00	-	-	-	-	-
17,556.00	-	-	-	-	-
7,495.41	-	-	-	-	-
359,334.41	434,190.38	-	-	71,262.00	6,393.00
\$ 2,041,289.27	1,880,550.61	713,412.37	\$ 719,845.74	\$ 1,310,232.97	\$ 7,581.00

TAHCAB/Spine \$ 2,041,289.27
 Advance Funds ARTA Draw 74 1,880,550.61
 719,845.74

**Aerotropolis Area Coordinating Metropolitan District
Draw No. 74
August 15, 2024**

<u>Vendor</u>	<u>Invoice No.</u>	<u>Invoice Total</u>	<u>Capital Amount Requested</u>	<u>TAH CAB Spine Costs</u>	<u>TAH In-Tract Costs</u>	<u>ARTA Costs</u>	<u>AF ARTA Costs</u>	<u>AF ATEC Spine Costs</u>	<u>Developer</u>
	ATEC Spine Costs Draw 74		1,310,232.97						
	Anticipated Requisition 3 (2023A Bonds)		5,951,918.59						
	ARTA Pay		713,412.37						
	Developer Pay		7,581.00						
	Total Draw 74		\$ 6,672,911.96						

Aerotropolis Area Coordinating MD Check register

Date	Vendor	Document no.	Amount
Bank: 1st Bank - 42659 - 1st Bank		Account no: 3661317584	
08/16/2024	42659-000002--AECOM Technical Services, Inc.	1056	816,809.06
08/16/2024	42659-000003--Aerotropolis Regional Transportation Authority	1057	68,000.00
08/16/2024	42659-000140--ATCO Structures & Logistics	1058	1,200.00
08/16/2024	42659-000007--Aztec Consultants, Inc	1059	8,236.00
08/16/2024	42659-000007--Aztec Consultants, Inc	1060	59,869.00
08/16/2024	42659-000010--Big West Consulting	1061	37,020.00
08/16/2024	42659-000145--Big West Landscaping	1062	77,009.00
08/16/2024	42659-000011--BrightView Landscape Development	1063	32,039.91
08/16/2024	42659-000020--Clanton & Associates	1064	6,930.00
08/16/2024	42659-000130--Daniels Real Estate Services	1065	16,296.30
08/16/2024	42659-000035--E-470 Public Highway Authority	1066	472,901.01
08/16/2024	42659-000039--FELSBURG HOLT & ULLEVIG	1067	810.00
08/16/2024	42659-000049--JHL Constructors, Inc	1068	569,710.22
08/16/2024	42659-000163--Knight Industries	1069	314,402.50
08/16/2024	42659-000051--Knighthawk Electric	1070	14,440.00
08/16/2024	42659-000132--Landtech Contractors, LLC	1071	141,869.59
08/16/2024	42659-000058--Matrix Design Group, Inc	1072	645,617.53
08/16/2024	42659-000058--Matrix Design Group, Inc	1073	36,660.00
08/16/2024	42659-000061--Merrick & Company	1074	19,583.63
08/16/2024	42659-000065--Monks Construction Company	1075	1,417,515.46
08/16/2024	42659-000065--Monks Construction Company	1076	571,958.65
08/16/2024	42659-000071--NORRIS DESIGN	1077	19,024.28
08/16/2024	42659-000072--Northeast Transportation Connections	1078	49,349.00
08/16/2024	42659-000072--Northeast Transportation Connections	1079	49,349.00
08/16/2024	42659-000085--Schedio Group LLC	1080	31,534.13
08/16/2024	42659-000092--Stormwater Logistics	1081	146,731.84
08/16/2024	42659-000095--Summit Strategies	1082	132,116.06
08/16/2024	42659-000164--Zonda Advisory	1083	44,750.00
Total for 1st Bank - 42659			<u>5,801,732.17</u>

Company name: Aerotropolis Area Coordinating MD
Report name: Cash Requested Report
Created on: 8/5/2024
Location: 42659--Aerotropolis Area Coordinating MD

Bill number	Date	Fund_ID	Account	Account title	Transaction amount
AECOM Technical Services, Inc.					
2000898356	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	149,647.75
2000909663	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	1,140.00
2000909664	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	1,977.25
2000909665	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	14,493.25
2000909666	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	316.00
2000909667	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	316.00
2000909669	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	279.25
2000909670	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	93.75
2000909671	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	316.00
2000909679	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	49,509.35
2000909682	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	47,323.93
2000909717	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	193,105.25
2000909733	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	59,381.40
2000909742	8/15/2024	30	7750-42659-00002	Infrastructure Improvements - ATEC	10,085.75
2000909753	8/15/2024	30	7750-42659-00002	Infrastructure Improvements - ATEC	5,204.75
2000910486	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	49,482.21
2000910486	8/15/2024	30	7861-42659-00014	Program Management	68,332.58
2000910738	8/15/2024	30	7861-42659-00014	Program Management	53,401.70
2000910740	8/15/2024	30	7750-42659-00002	Infrastructure Improvements - ATEC	1,448.06
2000910742	8/15/2024	30	7861-42659-00014	Program Management	20,638.38
2000910936	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	8,574.88
2000910942	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	27,146.25
2000910958	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	54,595.32
Sum for AECOM Technical Services, Inc.					816,809.06
Aerotropolis Regional Transportation Authority					
20240103	8/15/2024	30	1250-42659-00001	Accounts Receivable - ARTA	68,000.00
Sum for Aerotropolis Regional Transportation Authority					68,000.00
ATCO Structures & Logistics					
3210013	8/15/2024	30	7861-42659-00004	Civil Engineering	1,200.00
Sum for ATCO Structures & Logistics					1,200.00
Aztec Consultants, Inc					
164206	8/15/2024	30	7750-42659-00003	Infrastructure Improvements - Developer Costs	1,188.00
164206	8/15/2024	30	7861-42659-00018	Surveying	2,412.00
164877R	8/15/2024	30	7861-42659-00018	Surveying	8,236.00
165981	8/15/2024	30	7861-42659-00018	Surveying	14,620.00
165982	8/15/2024	30	7861-42659-00018	Surveying	6,150.00
165983	8/15/2024	30	7861-42659-00018	Surveying	27,150.00
165984	8/15/2024	30	7861-42659-00018	Surveying	950.00

	166229	8/15/2024	30 7861-42659-00018	Surveying	7,399.00
Sum for Aztec Consultants, Inc					68,105.00
Big West Consulting					
	153	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	34,020.00
	223	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	3,000.00
Sum for Big West Consulting					37,020.00
Big West Landscaping					
	1776	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	49,310.00
	1777	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	27,699.00
Sum for Big West Landscaping					77,009.00
BrightView Landscape Development					
	8991128	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	790.91
	8991128	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	6,741.64
	8991155	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	3,289.96
	8991155	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	21,217.40
Sum for BrightView Landscape Development					32,039.91
Clanton & Associates					
	21030.1-18	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	173.75
	21030.2-5	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	2,792.50
	21094-23	8/15/2024	30 7861-42659-00004	Civil Engineering	3,963.75
Sum for Clanton & Associates					6,930.00
Daniels Real Estate Services					
	20240222	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	3,245.00
	20240613	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	2,527.50
	20240708	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	10,523.80
Sum for Daniels Real Estate Services					16,296.30
E-470 Public Highway Authority					
	5188	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	472,901.01
Sum for E-470 Public Highway Authority					472,901.01
FELSBURG HOLT & ULLEVIG					
Sum for FELSBURG HOLT & ULLEVIG	41659	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	810.00
					810.00
JHL Constructors, Inc					
	Pay App 15 - 11.623	8/15/2024	30 2501	Retainage Payable	-717.84
	Pay App 15 - 11.623	8/15/2024	30 7861-42659-00001	Architecture	14,356.74
	Pay App 3 - 11.625	8/15/2024	30 2501	Retainage Payable	-29,266.91
	Pay App 3 - 11.625	8/15/2024	30 7861-42659-00001	Architecture	585,338.23
Sum for JHL Constructors, Inc					569,710.22
Knight Industries					
Sum for Knight Industries	Pay App 1 -ATEC	8/15/2024	30 7750-42659-00002	Infrastructure Improvements - ATEC	314,402.50
					314,402.50
Knighthawk Electric					
Sum for Knighthawk Electric	PayApp1-LNTP	8/15/2024	30 7750-42659-00002	Infrastructure Improvements - ATEC	14,440.00
					14,440.00
Landtech Contractors, LLC					
	Pay App 5 - 24-101	8/15/2024	30 2501	Retainage Payable	-7,014.40
	Pay App 5 - 24-101	8/15/2024	30 7861-42659-00009	Erosion Control	148,883.99
Sum for Landtech Contractors, LLC					141,869.59

Matrix Design Group, Inc

43255	8/15/2024	30 7861-42659-00014	Program Management	34,500.00
43260	8/15/2024	30 7861-42659-00014	Program Management	2,160.00
43303	8/15/2024	30 7861-42659-00014	Program Management	55,008.03
43305	8/15/2024	30 7861-42659-00014	Program Management	10,928.75
43306	8/15/2024	30 7861-42659-00014	Program Management	132,560.00
43307	8/15/2024	30 7861-42659-00014	Program Management	46,857.50
43308	8/15/2024	30 7861-42659-00014	Program Management	5,470.00
43309	8/15/2024	30 7861-42659-00014	Program Management	11,714.50
43310	8/15/2024	30 7861-42659-00014	Program Management	18,160.00
43311	8/15/2024	30 7861-42659-00014	Program Management	5,750.00
43312	8/15/2024	30 7861-42659-00014	Program Management	59,050.00
43313	8/15/2024	30 7861-42659-00014	Program Management	770.00
43315	8/15/2024	30 7861-42659-00014	Program Management	4,810.00
43316	8/15/2024	30 7861-42659-00014	Program Management	22,655.00
43317	8/15/2024	30 7861-42659-00014	Program Management	54,458.75
43318	8/15/2024	30 7861-42659-00014	Program Management	58,615.00
43320	8/15/2024	30 7861-42659-00014	Program Management	119,445.00
43321	8/15/2024	30 7861-42659-00014	Program Management	39,250.00
43322	8/15/2024	30 7861-42659-00014	Program Management	115.00
Sum for Matrix Design Group, Inc				682,277.53

Merrick & Company

INV-10123897	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	8,225.12
INV-10123897	8/15/2024	30 7861-42659-00019	Trib T Geomorphology	11,358.51
Sum for Merrick & Company				19,583.63

Monks Construction Company

Pay App 2 3090	8/15/2024	30 7750-42659-00002	Infrastructure Improvements - ATEC	892,228.26
Pay App 3R1 0712	8/15/2024	30 2501	Retainage Payable	-27,646.70
Pay App 3R1 0712	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	552,933.90
PayApp2-TAHNORTH	8/15/2024	30 2501	Retainage Payable	-30,103.10
PayApp2-TAHNORTH	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	602,061.75

Sum for Monks Construction Company**1,989,474.11****NORRIS DESIGN**

01-89978	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	1,795.73
01-90050	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	3,172.30
01-90132	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	1,850.00
01-90195	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	5,126.63
01-90195	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	7,079.62

Sum for NORRIS DESIGN**19,024.28****Northeast Transportation Connections**

9017	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	49,349.00
9018	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	49,349.00

Sum for Northeast Transportation Connections**98,698.00****Schedio Group LLC**

	181106-2803	8/15/2024	30 7861-42659-00006	Cost Verification	14,818.91
	181106-2804	8/15/2024	30 7861-42659-00006	Cost Verification	11,628.89
Sum for Schedio Group LLC	181107-2805	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	5,086.33
					31,534.13
Stormwater Logistics					
	Pay App 7 - Erosion	8/15/2024	30 2501	Retainage Payable	-7,722.73
	Pay App 7 - Erosion	8/15/2024	30 7861-42659-00011	Landscape, Hardscape & Monumentation	154,454.57
Sum for Stormwater Logistics					146,731.84
Summit Strategies					
	1403	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	48,619.76
	1403	8/15/2024	30 7750-42659-00002	Infrastructure Improvements - ATEC	1,161.65
	1403	8/15/2024	30 7861-42659-00015	Project Assistance	82,334.65
Sum for Summit Strategies					132,116.06
Zonda Advisory					
	CO145-24A	8/15/2024	30 1250-42659-00001	Accounts Receivable - ARTA	44,750.00
Sum for Zonda Advisory					44,750.00
Sum Total					<u>5,801,732.17</u>

Aerotropolis Area Coordinating Metropolitan District (AACMD)

Summary table for Draw Request 074 showing Total Request Amount of 6,672,911.96 and various cost breakdowns.

8/15/2024

Summary table for Draw Request 1-73 showing Total Request Amount of 331,612,331.85 and various cost breakdowns.

Main project schedule table with columns for Name, Discipline/Description, Auth No., Task Order No., Segment, Invoice #, Invoice \$, Coding, Authorized MS/TASK, TAH CAB/Spine Costs Current, AH In-Track Costs Previous, AF ARTA Costs Current, AF ARTA - ATEC Costs Current, AF ATEC Spine Costs Current, ATEC In-Track Costs Previous, Developer Costs Current, TAH CAB/Spine Costs Previous, AH In-Track Costs Previous, AF ARTA Costs Previous, AF ARTA - ATEC Costs Previous, AF ATEC Spine Costs Previous, ATEC In-Track Costs Previous, Developer Costs Previous, Total Current and Previous, Remaining Amount, and % Comp.

Summary table for AACMD Project Manager showing Total Request Amount of 74,040.08 and various cost breakdowns.

Table with multiple columns containing project details, costs, and percentages. Includes categories like Stormwater Management, Civil Engineering, Landscape Planning, and Cost Verification.

Table with multiple columns containing project details, dates, and financial data. Includes various project categories such as Engineering, Land Acquisition, and Construction. Each row represents a specific project entry with associated costs and dates.

Table with multiple columns: Agency, Activity, Description, and various numerical values (likely costs or fees).

Design Section

Table with multiple columns: Agency, Activity, Description, and various numerical values for the Design Section.

Construction

Large table with multiple columns: Agency, Activity, Description, and various numerical values for the Construction section.

Comprehensive project cost and budget table with columns for Item, Description, Unit, Price, Quantity, Amount, and various status indicators. Includes project categories like '42nd Phase 2NS Collector', 'E740 Phase 1 Right In/Out', 'E740 Public Highway A11 Mobilization', and '38th Place and 38th Avenue Xcel Grading'.

Main budget table with columns: Vendor, Location, Description, Quantity, Unit, Base Price, and Total. Contains items like 'Electrical', 'Stormwater Utilities', 'Site Furnishings', and 'Construction Administration'.

Table containing 'Golden Triangle' and 'Contour' project entries with columns for Vendor, Location, Description, Quantity, Unit, Base Price, and Total.

Table containing 'American Civil Constructors' project entries with columns for Vendor, Location, Description, Quantity, Unit, Base Price, and Total.

Table containing 'Dynametric Company, Inc' project entries with columns for Vendor, Location, Description, Quantity, Unit, Base Price, and Total.

Table containing 'Section 30 Mass Grading' and 'Parks' project entries with columns for Vendor, Location, Description, Quantity, Unit, Base Price, and Total.

Table with columns: JHL Construction, Inc., Work Breakdown Structure (WBS) codes and descriptions, and numerical values. Includes sections like 'Earthwork' and 'Construction Surveying'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'Brigadeur Filig 10 Utilities' and 'Walls and Fencing'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'Flowfill ECW Waterline' and 'Erosion and Sediment Controls'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'Flowfill ECW Waterline' (continued), 'Water Utilities', and 'Site Concrete'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'Prairie Water Pipeline Installation' and 'Flowfill ECW Waterline' (continued).

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'Flowfill ECW Waterline' (continued), 'Erosion and Sediment Controls', and 'Water Utilities'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like '16 inch Waterline Relocation' and 'Erosion and Sediment Controls'.

Table with columns: JHL Construction, Inc., WBS codes and descriptions, and numerical values. Includes sections like 'E-70 Ramp' and 'Aesthetic Upgrades'.

**BUILDER COST SHARING AGREEMENT
FOR CONSTRUCTION MANAGER-ONLY SERVICES**

(Grading for The Aurora Highlands)

THIS BUILDER COST SHARING AGREEMENT FOR CONSTRUCTION MANAGER-ONLY SERVICES (this “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), DREAM FINDERS HOMES, LLC, a Florida limited liability company (“**Builder #1**”), RICHMOND AMERICAN HOMES OF COLORADO, INC., a Delaware corporation (“**Builder #2**”), and CND-VP HIGHLANDS, LLC, a Colorado limited liability company (“**Builder #3**”). Builder #1, Builder #2, and Builder #3, may individually be referred to as a “**Builder**”, and collectively as the “**Builders**”. Builders and the District are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. The Aurora Highlands is a master planned community (the “**Community**”), which is generally located approximately three miles south of Denver International Airport (DIA) in the County of Adams, State of Colorado, and depicted on **Exhibit A** attached hereto. The Community contains approximately 2,497 total acres which is anticipated to be developed with single family and multi-family homes, commercial, retail, industrial, and other amenities.

B. Each of the Builders has an agreement to purchase land within the Community (each a “**Lot Purchase Contract**” and collectively, the “**Lot Purchase Contracts**”).

C. Pursuant to the Lot Purchase Contracts, each of the Builders are responsible for platting a large undeveloped parcel within the Community that has an approved Framework Development Plan (each a “**Planning Area**” and collectively, the “**Planning Areas**”). A depiction of the Planning Areas is attached hereto as **Exhibit B**.

D. Pursuant to the Lot Purchase Contracts, each of the Builders are responsible for completing the development work within their respective Planning Areas pursuant to an approved Contextual Site Plan, Final Plat, Grading Plan, Stormwater Management Plan, and other applicable development documents.

E. The District, pursuant to a Long Term Capital Improvement Plan, is completing Public Infrastructure Improvements, as hereinafter defined, external to the boundaries of the Planning Areas, and has a license agreement or recorded temporary construction easement from the various property owners to work within the Community and the various Planning Areas.

F. District and Matrix Design Group, Inc., a Colorado corporation (“**Matrix**”) previously entered into that certain Master Services Agreement dated as of May 20, 2021 (the

“**District-Matrix Agreement**”), pursuant to which Matrix is providing certain engineering and other consulting services to the District for the Public Infrastructure Improvements in the Community.

G. Concurrently with, or following, the execution of this Agreement, as the case may be: (i) Monks Construction Company, Inc. (the “**Grading Contractor**”) may enter into a separate agreement with each of the Builders to perform finished lot grading work and sub-excavation; (ii) CTL/Thompson Technologies, LLC, a Colorado limited liability company, and A.G. Wassenaar, Inc., a Colorado corporation, as the case may be (in each case, the “**GeoTech Contractor**”) shall enter into a separate agreement with each of the Builders to perform geotechnical services; and (iii) Aztec Consultants, Inc., a Colorado corporation (the “**Surveyor**”) shall enter into a separate agreement with each of the Builders to perform surveying services. The Grading Contractor, the GeoTech Contractor, and the Surveyor are collectively referred to as the “**Builders’ Grading Contractors.**” The finished lot grading work, geotechnical work, sub-excavation work, and survey work for each Builder with respect to their respective Planning Areas may be individually referred to as the “**Builder Grading Work**” and collectively for all Builders as the “**Builders’ Grading Work**”). The Builder contracts with the Grading Contractor, the GeoTech Contractor, and the Surveyor are collectively referred to as the “**Builder Grading Contracts.**” Each Builder shall (x) deliver to the District copies of the Builder Grading Contracts promptly following the execution of same, and (y) use good faith diligent efforts to cause each Builder Grading Contract to provide, among other things, (i) that each Builder Grading Work shall be completed in conformance with such Builder’s final grading plans which are signed and sealed by such Builder’s engineering consultant, and approved by the City of Aurora, Colorado, (ii) Construction Manager has been designated by each Builder to manage, coordinate, administer and oversee the Grading Contractor on behalf of such Builder, which designation includes a delegation of such Builder’s authority under such Builder Grading Contracts, and (iii) the Builders’ Grading Contractors will indemnify, defend and hold harmless the District and Construction Manager from and against all Claims (as hereinafter defined) arising out of the Builders’ Grading Contractors’ performance of the Builders’ Grading Work.

H. The Builders desire to enter into an agreement with the District, whereby the District will manage or cause a third party to manage the Builders’ Grading Work and the Builder Grading Contracts in order to facilitate the orderly and efficient completion of the Builders’ Grading Work contemporaneously with the District’s completion of the Public Infrastructure Improvements.

I. The Aurora Highlands Community Authority Board (the “**CAB**”) and Aurora Highlands, LLC (the “**Developer**”), entered into that certain Capital Construction and Reimbursement Agreement (In-Tract Improvements) effective June 24, 2020 (the “**Reimbursement Agreement**”), pursuant to which the Parties agreed, in relevant part, that the Builders (as defined therein) would: (i) finance, design, and construct to completion the In-Tract Improvements (as defined therein); (ii) document the Construction Related Expenses (as defined therein), inclusive of the design and construction costs of the In-Tract Improvements; and (iii) and have such costs and expenses verified by an Independent Engineer (as defined therein) as eligible for reimbursement from public funds (the “**Verified Costs**”), at which time such Verified Costs would be exchanged for the equivalent value of Subordinate Bonds to be

delivered to the Developer pursuant to the terms of the Subordinate Indenture (each as defined therein).

J. The Parties now desire to enter into this Agreement in order to set forth the terms and conditions for the District's management of the Builders' Grading Work and the Builder Grading Contracts, together with such other matters as are hereinafter set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.

2. Responsibilities of the District.

(a) Generally. In consideration of payment of the Construction Management Fee (as hereinafter defined) by the Builders, District shall cause Matrix (also referred to herein as the "**Construction Manager**") to manage, coordinate, administer, and oversee the Builder Grading Contracts in order to facilitate the orderly, efficient, and timely completion of the Builders' Grading Work, including the tasks outlined on **Exhibit C** attached hereto (collectively, the "**Construction Management Services**").

(b) Schedule for Grading Work. The District shall use commercially reasonable efforts to provide the Construction Management Services in a manner that will result in completion of the Builders' Grading Work by the Grading Contractor, the GeoTech Contractor, and the Surveyor, on or before the applicable deadline in the grading schedule set forth on **Exhibit D** attached hereto (the "**Grading Schedule**"), subject to Force Majeure. "**Force Majeure**" shall mean delays suffered by a Party in connection with the performance of the Builders' Grading Work as the result of causes beyond the reasonable control of such Party, such as, but not limited to, acts of God, strikes, pandemics, work stoppages, unavailability of or delay in receiving labor or materials, defaults by contractors or subcontractors, weather conditions, fire or other casualty, unreasonable delays by governmental authorities in processing and approvals, and governmental moratoriums. Additionally, the District may revise the Grading Schedule from time to time to reflect adjustments thereto due to Builder Grading Contracts entered into by and between the applicable Builder and the Grading Contractor following the Effective Date.

(c) Orderly and Efficient Completion. District shall use commercially reasonable efforts to manage the Builders' Grading Work in a manner that will result in completion of the Builders' Grading Work by the Grading Contractor, the GeoTech Contractor, and the Surveyor, in an orderly and efficient manner in order to reduce scheduling delays and unnecessary costs.

(d) Comply with Legal Requirements. District shall comply with all terms and conditions of applicable laws, ordinances, rules, regulations, and lawful orders while performing the Construction Management Services (collectively, "**Applicable Laws**").

(e) Indemnification. From and after the Effective Date of this Agreement, to the extent permitted by law: (i) the District shall indemnify, defend and hold harmless each Builder and its respective shareholders, directors, officers, managers, members, and partners for, from and against all claims, demands, liabilities, losses, damages (exclusive of special, consequential or punitive damages), costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees ("**Claims**"), arising out of the District's and Construction Manager's negligent acts or omissions or willful misconduct pertaining to the performance of the Construction Management Services, and (ii) each Builder shall indemnify, defend and hold harmless the District, and each of its directors, officers, employees, and board members, for, from and against all Claims arising out of the negligent acts or omissions or willful misconduct of such Builder pertaining to the Builders' Grading Work. The obligations under this Section shall survive the termination or expiration of this Agreement.

(f) Stormwater Permit Responsibilities. The District shall obtain and comply with all necessary permits related to stormwater and erosion control from all Governmental Authorities, in relation to all Planning Areas described on **Exhibit B**.

3. Responsibilities of the Builders.

(a) Delegation of Authority. Each of the Builders hereby delegate to the District (and by extension, to the Construction Manager) the authority to manage the Grading Contractor, the GeoTech Contractor, and the Surveyor and the applicable Builder Grading Contracts as necessary for Construction Manager to be able to provide the Construction Management Services; provided that neither the District or Construction Manager shall not have the authority to authorize any change orders to the Builder Grading Contracts without the written consent of the applicable Builder, which consent may be withheld at the applicable Builder's sole discretion.

(b) Insurance. Each of the Builders shall require the Grading Contractor, the GeoTech Contractor, and the Surveyor to provide satisfactory documentation to the District confirming that the Grading Contractor, the GeoTech Contractor, and the Surveyor have each procured the insurance coverage required by the Builders' Grading Contracts.

(c) Cooperation. Each of the Builders shall cooperate with the District as necessary for the District to be able to provide the Construction Management Services on a timely basis, including but not limited to completion of design and construction services in a manner that will not delay: (a) the Grading Schedule; and/or (b) the performance by the District's general contractor and/or its subcontractors of grading work for public infrastructure and public improvements on behalf of the District (the "**Public Infrastructure Improvements**").

(d) Payment. In consideration of the performance of the Construction Management Services, the District shall be entitled to a fee in the amount (the "**Construction Management Fee**") equal to the sum of (i) 3.0% of the aggregate contract sum payable under the Builder Grading Contracts (the "**Contract Amount**"), and (ii) \$75,000 for administrative costs (the "**Admin Costs**"). It is expressly agreed that the Contract Amount for each Builder will be calculated and determined solely on the contract sum for that Builder's Grading Contracts ("**Builder-Specified Contract Amount**"). Grading Contractor agrees to a "not-to-exceed" price

for the scope of work in this Agreement. Plan changes, field changes directed by the Builders, additional scopes of work, and/or unforeseen conditions are subject to price adjustments. The Construction Management Fee shall be paid by the Builders to the District by wire transfer in good funds in the following manner:

- A. Within ten (10) business days following the Effective Date, each Builder shall pay fifty percent (50 %) of the Admin Costs.

For purposes hereof, the “**Contingency**” means a sum equal to \$100,000 that is intended to cover the costs of additional Construction Management Services made necessary by either: (a) unforeseen events or circumstances (including, without limitation, such events or circumstances as would entitle the District’s general contractor or its subcontractors to additional compensation); or (b) an unexpected change in the anticipated cost allocation for the Construction Management Services that the Construction Manager performs in connection with In-Tract Improvements (as defined in the Reimbursement Agreement) versus in connection with improvements to private lots. If there is an additive or deductive change in the work under the Builder Grading Contracts that causes an increase or a decrease (as the case may be) to the amount payable under the Builder Grading Contracts, the Construction Management Fee for the applicable Builder shall be adjusted in proportion to the increase or decrease (as the case may be) in such amount payable (“**CM Fee Change**”), and the applicable Builder and the District shall reconcile such CM Fee Change within ten (10) days following written notice issued by the District to the applicable Builder. If and to the extent that such Contingency is not utilized by the District in whole or in part at the time of final completion of the Builders’ Grading Work, then all or such portion of the Contingency that has not been utilized shall be returned to the Builders in an amount equal to such Builder’s Final Pro Rata Share of the Construction Management Fee. The “**Initial Pro Rata Share**” for each Builder shall mean the percentage of the Contingency that such Builder is obligated to pay, as set forth on the counterpart signature pages of each Builder attached hereto. The “**Final Pro Rata Share**” for each Builder shall mean the percentage of the Deferred Contingency Portion that such Builder is obligated to pay, which amount shall be calculated based on the acreage of such Builder’s Planning Area, as determined by such Builder’s Grading Contract. With respect to each Builder, the Initial Pro Rata Share and the Final Pro Rata Share are sometimes herein referred to as a “**Pro Rata Share**”. Subject to the Independent Engineer’s verification, each Builder’s Pro Rata Share of the Construction Management Fee shall constitute a Construction Related Expenses that is eligible for reimbursement as Verified Costs under the Reimbursement Agreement based upon the proportion of Construction Management Services that the Construction Manager performs in connection with In-Tract Improvements versus in connection with improvements to private lots. The Independent Engineer shall determine the foregoing proportion upon the final completion of the Builders’ Grading Work based upon the documentation submitted in accordance with Section 3.6 of this Agreement. In no event will a Builder’s Pro Rata Share of the Construction Management Fee related to improvements to private lots constitute a Construction Related Expense that is eligible for reimbursement from the District.

- (e) Plans and Permits. Each of the Builders shall provide its grading plans, stormwater permits, grading permits, infrastructure site plans, and any other document reasonably requested by the District.

(f) Documentation of Verified Costs. As set forth in each Builder's Lot Purchase Contract, each of the Builders shall document, or shall cooperate with the District in causing each of the Builders' Grading Contractors to document, the Construction Related Expenses, inclusive of the design and construction costs of the In-Tract Improvements, that are eligible (subject to verification) for reimbursement as Verified Costs in accordance with the Reimbursement Agreement. Without limiting the foregoing, each of the Builders shall provide, or shall cooperate with the District to cause each of the Builders' Grading Contractors to provide: (i) reasonable documentation to the Construction Manager separately identifying those portions of the Builder Grading Work and/or Builders' Grading Work (as applicable) that constitute In-Tract Improvements versus improvements to private lots; and (ii) such other documentation as the Independent Engineer reasonably requires to verify the Verified Costs (including, without limitation, the Builders' Grading Contracts, pay applications or invoices from the Builders' Grading Contractors with back-up documentation, and reports or summaries of the Builder Grading Work and/or Builders' Grading Work, as applicable, performed by the Builders' Grading Contractors during the applicable pay period).

4. Progress Meetings. From and after the date of this Agreement and until completion of the Builders' Grading Work, the Parties shall cause their designated representatives to meet within seven business days following a request from a Party regarding the status of the Builders' Grading Work, scheduling and coordination issues, engineering and design issues, and other similar issues. Any Party may change its designated representative under this Agreement at any time by written notice to the other Parties. The initial designated representative for each Party for the purpose of this Section shall be the individual listed on each Party's respective signature page attached hereto. In addition to the progress meetings, the District shall update the Grading Schedule each month and shall provide the Builders with a copy of the updated Grading Schedule between the 20th and 27th of each month.

5. Determination of Final Pro Rata Share. Following such time that each Builder Grading Contract has been entered into and delivered to the District, the District and the applicable Builder shall use good faith efforts to mutually agree on such Builder's Final Pro Rata Share and the acreage of such Builder's Planning Area, and incorporate the same into this Agreement by executing an amendment hereto.

6. Default and Remedies.

(a) District Default. The District shall be in default under this Agreement (a "**District Default**") if District breaches its obligations under this Agreement.

(b) Builder Default. A Builder shall be in default under this Agreement if such Builder breaches its obligations under this Agreement (a "**Builder Default**").

(c) Cure Period for District. The District shall have 30 days after receipt of written notice of a District Default from a Builder to cure such District Default; provided, however, if the nature of the District Default (specifically excluding a monetary default) is such that it cannot reasonably be cured within 30 days, the cure period shall be deemed extended for a reasonable period of time (not to exceed an additional 60 days) so long as the District commenced in good faith and with due diligence to cause such District Default to be remedied. The District shall

provide written notice to the Builders of any extension of the cure period and the reason for such extension. Any District Default that is not cured within the above referenced cure periods shall be a “**District Event of Default.**”

(d) **Cure Period for Builder Default.** A Builder shall have 30 days after receipt of written notice of a Builder Default from the District to cure the applicable Builder Default; provided, however, if the nature of the Builder Default (specifically excluding a monetary default) is such that it cannot reasonably be cured within 30 days, the cure period shall be deemed extended for a reasonable period of time (not to exceed an additional 60 days) so long as the applicable Builder commenced in good faith and with due diligence to cause such Builder Default to be remedied. Each affected Builder shall provide written notice to the District of any extension of the cure period and the reason for such extension. A Builder Default that is not cured within the above referenced cure periods shall be a “**Builder Event of Default.**”

(e) **Remedies for a District Default.** If there is a District Default and a subsequent District Event of Default related thereto, then the Builders shall be entitled to terminate this Agreement and receive a return of their funded portion of the Construction Management Fee as liquated damages.

(f) **Remedies for a Builder Default.** If there is a Builder Default and a subsequent Builder Event of Default related thereto, then the District shall be entitled to terminate this Agreement and retain the applicable Builder’s funded portion of the Construction Management Fee as liquated damages.

7. **Arbitration of Disputes.** Any question, dispute, claim or controversy arising under or in connection with this Agreement on which the Parties cannot agree (a “**Dispute**”) shall be resolved by mandatory arbitration in accordance with the Arbitration Rules for the Construction Industry of the American Arbitration Association currently in effect (the “**Rules**”), in accordance with and subject to the following provisions:

(a) **Dispute Notice.** If any Party believes that a Dispute exists, it may notify the other Parties thereof, which notice (a “**Dispute Notice**”) shall identify the Dispute. As promptly as practicable, and in any event within 15 days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. The District shall continue to perform its obligations hereunder while any Dispute is being resolved, unless continuance of performance is not commercially reasonable while such Dispute remains unresolved. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

(b) **Appointment of Arbitrator.** A single arbitrator at the Denver, Colorado office of the American Arbitration Association (the “**Arbitrator**”) shall be selected by the affected Parties pursuant to the Rules of the American Arbitration Association to be the arbitrator.

(c) **Conduct of Arbitration.** All Parties having a claim relating to the same or substantially the same subject matter shall participate in the same arbitration proceeding to allow the resolution of all claims among all such Parties in a single proceeding. The arbitration proceeding shall be conducted in Denver, Colorado, or at such other location as shall be agreed to in writing by all affected Parties. The arbitration process shall generally be conducted by the

designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the affected Parties, the Arbitrator will conduct an arbitration hearing at which such Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party(ies). The proceedings at the arbitration hearing shall, unless waived by the affected Parties, be conducted under oath and before a court reporter. The Parties shall cooperate in good faith to permit, and the Arbitrator shall render, a decision in the arbitration proceeding within 30 days following the appointment of the Arbitrator. The Parties shall also endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party's position on each Dispute. In addition, the Arbitrator shall require the Party(ies) that are not the substantially prevailing Party(ies) to pay all reasonable costs and fees, including attorneys' fees, of the prevailing Party(ies) and costs and fees of the Arbitrator.

(d) Standards of Conduct. The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either *ex parte* or outside of the contacts and communications contemplated by this Article 7, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

(e) Decision. To the extent allowed by law, the decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud, and the substantially prevailing Party(ies) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

8. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given, if to the District, to the addresses set forth in this Section, and, if to any of the Builders, to the address set forth on the applicable counterpart signature page attached hereto ("**Notice Address**"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Address for the District is:

To: Aerotropolis Area Coordinating Metropolitan District
 c/o CLA (CliftonLarsonAllen LLP)
 8390 E. Crescent Parkway, Suite 300
 Attention: Denise D. Denslow
 Phone: (303) 779-5710
 E-mail: denise.denslow@CLAconnect.com

with a copy to:

McGeady Becher P.C.
 450 E. 17th Avenue, Suite 400
 Denver, CO 80203-1254
 Attention: MaryAnn M. McGeady
 Phone: (303) 592-4380
 E-mail: mmcgeady@specialdistrictlaw.com

and

Brownstein Hyatt Farber Schreck, LLP
 410 17th Street, Twenty-second Floor
 Denver, CO 80202-4437
 Attention: Kevin Walsh
 Phone: (303) 223-1103
 E-mail: kwalsh@bhfs.com

9. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement among the Parties hereto. No term or provision of this Agreement is intended to, nor shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by all of the Parties hereto. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by any other Party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby.

Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

12. Governing Law. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado.

13. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

14. Assignment; Binding Effect. Except as expressly permitted under this Agreement, none of the Parties hereto may assign any of their rights or obligations under this Agreement without the prior written consent of the other Party(ies), which consent shall not be unreasonably withheld or delayed; provided, however, no consent shall be required if the Party proposing to assign this Agreement is assigning it to an affiliate of the assigning Party or an entity under common control with the assigning Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

15. Counterparts; Copies of Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party. Upon execution of this Agreement by all of the Parties, the District shall provide a fully executed copy of this Agreement to the other Parties for their records.

16. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

17. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

18. Jury Waiver. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED

UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE PROVISIONS OF THIS AGREEMENT.

19. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the District pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

20. Amendments. This Agreement may not be amended except by written agreement signed by the District and Builders.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

DISTRICT:

Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

By: _____
Matt Hopper, President

[COUNTERPART SIGNATURE PAGES OF BUILDERS TO BE ATTACHED HERETO]

BUILDER #1 (Dream Finders):

DREAM FINDERS HOMES, LLC,
a Florida limited liability company

By: _____
Name _____
: _____
Its: _____

Builder's Planning Area: PA 6, PA 12, PA 35.3

Builder's Acreage: 68.3 acres

Builder's Initial Pro Rata Share: 26.29%

Builder's Notice Address: _____

Designated Representative: _____

BUILDER #2 (Richmond):

**RICHMOND AMERICAN HOMES OF
COLORADO, INC., a Delaware corporation**

By: _____
Name _____
: _____
Its: _____

Builder's Planning Area: PA 4, PA 5.2, PA 13.1, PA 13.2, PA 29.1, PA 29.2

Builder's Acreage: 103.7 acres

Builder's Initial Pro Rata Share: 39.92%

Builder's Notice Address: _____

Designated Representative: _____

BUILDER #3 (David Weekley):

CND-VP HIGHLANDS, LLC,
a Colorado limited liability company

By: _____
Name _____
: _____
Its: _____

Builder's Planning Area: PA 5.1, PA 34, PA 35.1, PA 35.2

Builder's Acreage: 87.8 acres

Builder's Initial Pro Rata Share: 33.80%

Builder's Notice Address: CND-VP Highlands, LLC

Designated Representative: _____

Designated Representative:

By its execution in the space provided below, the undersigned hereby acknowledges the delegation of authority by the applicable Builder to the District under the applicable Builder Grading Contract in order to permit the District to provide the Construction Management Services as set forth in this Agreement, and the undersigned agree to take direction from the District under the terms of the applicable Builder Grading Contract until it has received written notice from the applicable Builder that this Agreement has been terminated.

Grading Contractor: Monks Construction Company, Inc.

By: _____

Name: _____

Its: _____

GeoTech Contractor: CTL/Thompson Technologies, LLC, a Colorado limited liability company

By: _____

Name: _____

Its: _____

A.G. Wassenaar, Inc., a Colorado corporation

By: _____

Name: _____

Its: _____

Surveyor: Aztec Consultants, Inc., a Colorado corporation

By: _____

Name: _____

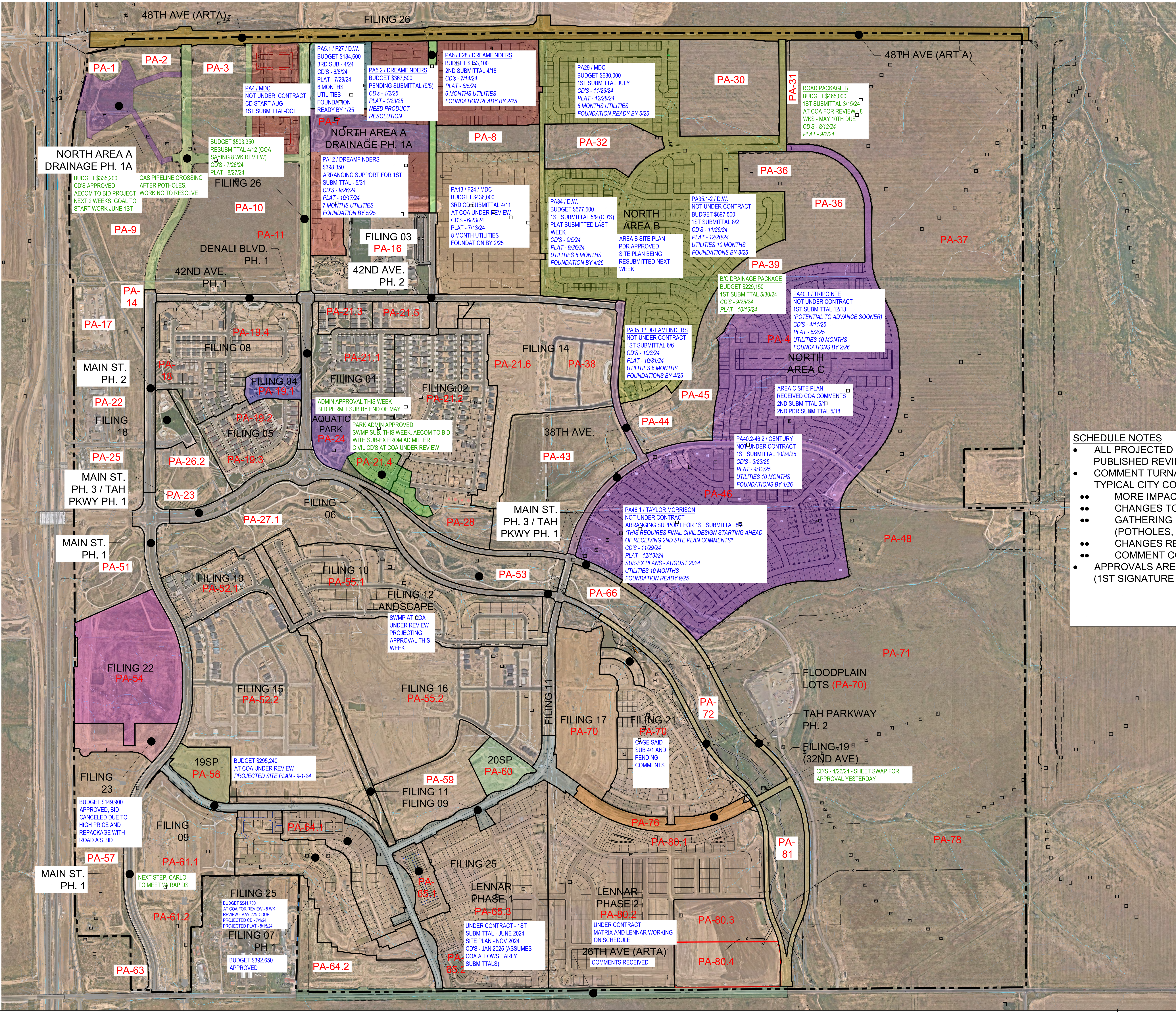
Its: _____

List of Exhibits

- Exhibit A: Depiction of the Community
- Exhibit B: Depiction of Planning Areas
- Exhibit C: Construction Manager Only Services
- Exhibit D: Grading Schedule

Exhibit A

DEPICTION OF THE COMMUNITY



LEGEND

NORTH AREA A	FILING 07 PHASE 4
NORTH AREA B	FILING 08
NORTH AREA C	FILING 09
FILING 01	FILING 10
FILING 02	FILING 11
FILING 03	FILING 14
FILING 04	FILING 15
FILING 05	FILING 16
FILING 06	FILING 17
FILING 07 PHASE 1	FILING 18
FILING 07 PHASE 3	FILING 19
FILING 21	MAIN STREET PHASE 3 / THE AURORA HIGHLANDS PARKWAY
FILING 22	THE AURORA HIGHLANDS PARKWAY PHASE 2
FILING 23	FLOODPLAIN LOTS
FILING 24	26TH AVENUE (ART A PROJECT)
FILING 25	38TH AVENUE
FILING 26	42ND AVENUE PHASE 1
FILING 27	42ND AVENUE PHASE 2
FILING 28	19 SP NEIGHBORHOOD PARK
FILING 29	20 SP NEIGHBORHOOD PARK
MAIN STREET PHASE 1	DENALI BOULEVARD PHASE 1
MAIN STREET PHASE 2	NORTH AREA A DRAINAGE PHASE 1A
	AQUATIC PARK

SCHEDULE NOTES

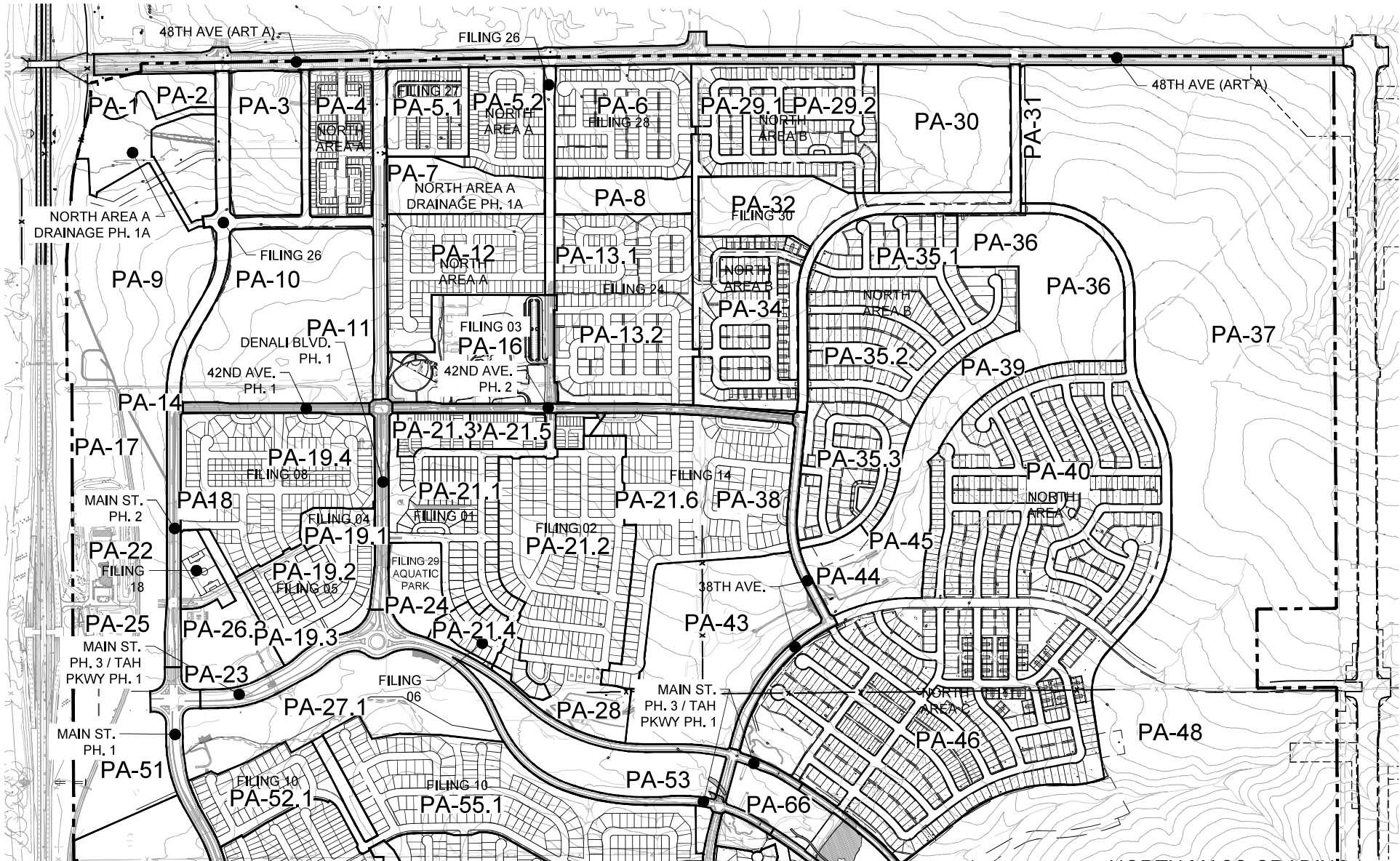
- ALL PROJECTED APPROVAL DATES ARE BASED ON CITY'S PUBLISHED REVIEW SCHEDULE (60-79 SHEET PLAN SETS)
- COMMENT TURNAROUND (RESUBMITTAL TIMING) IS BASED ON TYPICAL CITY COMMENTS AND CAN BE IMPACTED BY:
 - MORE IMPACTFUL COMMENTS RECEIVED
 - CHANGES TO SURROUNDING DEVELOPMENTS
 - GATHERING OF ADDITIONAL INFORMATION REQUESTED (POTHOLES, ETC)
 - CHANGES REQUESTED BY DISTRICT OR BUILDER
 - COMMENT COORDINATION RESPONSE TIME BY CITY
- APPROVALS ARE BASED ON CITY APPROVING 3RD SUBMITTAL (1ST SIGNATURE SET)

NOTES FOR 5-8-24

- LENNAR HAS SIGNED MATRIX CONTRACT FOR PHASE 1 AND 2
- DAVID WEEKLEY HASN'T SIGNED SUB-EX FOR NORTH OF 42ND AVE. MATRIX HAS CONTRACT WITH TAH, LLC AND WILL INVOICE TAH, LLC SO PROJECT DOESN'T SLOW UP
- ISSUE WITH OUTFALL FROM POND 1A AFTER POTHOLES (CONFLICTS WITH KM GAS LINE). MATRIX WORKING TO RESOLVE AND WILL RESULT IN DESIGN CHANGE AND GRADING CHANGES TO POND
- CITY REVIEW PERIODS ARE 8 WEEKS AND LONGER CAUSING ISSUES MEETING SCHEDULES
- MONKS IS MOBILIZED AND WORKING ON NORTH GRADING THOUGH WILL WRAP UP CURRENT AUTHORIZATION THIS WEEK AND NEED NEXT CONTRACT APPROVED
- NEED RESOLUTION ON 5.2 PRODUCT. MATRIX PREPARED SUB-EX USING FRONT LOADED BUT DFH SAYING THEY WANT REAR LOADED.
- ALL SUB-EX PLANS BUT FOR AREA C ARE PUBLISHED.
- NOTE ALL PLATS AND CD'S (BUT FOR AREA C) HAVE BEEN MOVED INTO 2024.
- FDP AND REZONE RELATED TO HOSPITAL APPROVALS. DISCUSS TIMING. CITY HAS AGREED NEEDED AT TIME OF SITE PLAN RECORDATION.
- FOUNDATION DATES ABOVE DO NOT CONSIDER SUB-EX SCHEDULE AS THAT IS STILL BEING WORKED ON BY MONKS
- DATES ABOVE ASSUME HOMEBUILDERS WILL SIGN SUB-EX WITH MONKS ASAP.

Exhibit B

DEPICTION OF THE PLANNING AREAS



**NORTH MASS GRADING
COST SHARING AGREEMENT
EXHIBIT B**
JUNE 2024



R:\1.1209.02 - The Aurora Highlands, North SP 1300 CAD\050508 Exhibit\0204-14-09 - Reference Exhibit for CA SWMP\0204 - Overall Reference Exhibit with
 Reference to Cost Sharing

Exhibit C

CONSTRUCTION MANAGER-ONLY SERVICES

1. The District shall provide on-site administration of the Builders' Grading Contracts for construction of the Builders Grading Work.
2. The District's responsibility to provide Construction Management Services shall commence on the date when both of the following conditions are satisfied: (i) the Parties' mutual execution of the Agreement; and (ii) the District accepts a proposed Task Order from Matrix under the District-Matrix Agreement for the Builders' Grading Work. The District's responsibility to provide Construction Management Services terminates on the date when the Grading Work contemplated by the Grading Schedule achieves final completion.
3. The District shall provide a staffing plan to include one or more representatives of the District or of a third party contracted by the District who shall be in attendance on site whenever the Builders' Grading Work is being performed.
4. The District shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Builder's contractors for the Builders' Grading Work with each other and with those of the District or the Builders. The District shall coordinate the activities of the contractors in accordance with the latest approved Grading Schedule and the contract documents for the Builders' Grading Work.
5. The District shall review and analyze the construction schedules provided by the Builder's contractors to update the schedule for the Builders' Grading Work, incorporating the activities of the Builders, the District, and the contractors for the Builders' Grading Work, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Grading Schedule shall include the date of completion, the warranty period, and the date of dedicating the work for the applicable Public Infrastructure Improvements to the applicable governmental entity. The District shall update and reissue the Grading Schedule as required to show current conditions. If an update indicates that the previously approved schedule may not be met, the District shall recommend corrective action to the Builders.
6. The District shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the work, and to develop solutions to issues identified. The District shall prepare and promptly distribute minutes to the Builders, and the contractors for the Builders' Grading Work. In addition to the progress meetings, the District shall update the Grading Schedule each month and shall provide the Builders with a copy of the updated Grading Schedule between the 20th and 27th of each month.
7. In accordance with the contract documents and the latest approved Grading Schedule, and utilizing information from the contractors for the Builders' Grading Work, the District shall review, analyze, schedule and coordinate the overall sequence of

construction and assignment of space in areas where the contractors are performing work.

8. The District shall coordinate all tests and inspections required by the contract documents or governmental authorities for the Builders' Grading Work, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Builders.
9. The District shall endeavor to obtain satisfactory performance from each of the contractors for the Builders' Grading Work. The District shall recommend courses of action to the Builders when requirements of a contract are not being fulfilled.
10. The District shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Builders as to variances between actual costs and budgeted or estimated costs. If a contractor for the Builders' Grading Work is required to submit a control estimate, the District shall meet with the Builders and contractor to review the control estimate. The District shall promptly notify the contractor if there are any inconsistencies or inaccuracies in the information presented. The District shall also report the contractor's cost control information to the Builders.
11. The District shall develop cash flow reports and forecasts for the Builders' Grading Work and include them in the District's progress reports.
12. The District shall maintain accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records.
13. The District shall develop and implement procedures for the review and processing of applications for payment by contractors for the Builders' Grading Work for progress and final payments, which procedures shall include, without limitation, obtaining conditional and final lien waivers from all contractors.
14. Not more frequently than monthly, the District shall review and certify the amounts due the respective contractors for the Builders' Grading Work as follows:
 - A. **Where there is only one contractor responsible for performing the Builders' Grading Work, the District shall, within seven days after the District receives the contractor's application for payment, review the application, certify the amount the District determines is due the contractor, and forward the Contractor's application and certificate for payment to the Builders.**
 - B. **Where there is more than one contractor responsible for performing different portions of the Builders' Grading Work, the District shall, within seven days after the District receives each contractor's application for payment: (1) review the applications and certify the amount the District determines is due each contractor; (2) prepare a summary of the contractors' applications for payment by summarizing information from each contractor's application for payment; (3) prepare an application and certificate for payment for the Builders' Grading Work; (4) certify the total amount the District determines is due all contractors collectively; and (5) forward the summary of contractors' applications for payment, and the application certificate for payment for the Builders' Grading Work to the Builder.**

15. The District's certification for payment shall constitute a representation to the Builders, based on the District's evaluations of the work and on the data comprising the contractors' applications for payment, that, to the best of the District's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the contract documents for the Builders' Grading Work, and the contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the work for conformance with the contract documents upon substantial completion for the Builders' Grading Work; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the contract documents for the Builders' Grading Work prior to completion; and (4) specific qualifications expressed by the District. The issuance of a certificate for payment shall further constitute a recommendation to the applicable Builders that the Builders' contractor be paid the amount certified.
16. The certification of an application for payment or, an application and certificate for payment for the Builders' Grading Work, by the District shall not be a representation that the District has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a contractor's own work; (3) reviewed copies of requisitions received from subcontractors and suppliers and other data requested by the Builders to substantiate each contractor's right to payment; or (4) ascertained how or for what purpose that contractor has used money previously paid on account of the contract sum for the Builders' Grading Work.
17. The District shall obtain and review the safety programs developed by each contractor for the Builders' Grading Work solely and exclusively for purposes of coordinating the safety programs with those of the other contractors for the Builders' Grading Work and for making recommendations for any additional safety measures to be considered in the work of the contractors. The District's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors, agents or employees of the contractors or subcontractors, or any other persons performing portions of the work and not directly employed by the District.
18. The District shall determine in general that the work of each contractor for the Builders' Grading Work is being performed in accordance with the requirements of the contract documents for the Builders' Grading Work, and notify the applicable Builders and the Builders' contractor(s) of defects and deficiencies in the Work. The District shall have the authority to reject work that does not conform to the Contract Documents and shall notify the applicable Builders about the rejection. The failure of the District to reject work shall not constitute acceptance of the work. The District shall record any rejection of work in its daily log and include information regarding the rejected work in its progress reports to the Builders. Upon written authorization from the Builders, the District may require and make arrangements for additional inspection or testing of the work in accordance with the provisions of the contract documents for the Builders' Grading Work, whether or not the work is fabricated, installed or completed, and the District shall give timely notice to the applicable Builders and Builders' contractors of when and where the tests and inspections are to be made so that applicable Builders and Builders' contractors, may be present for such procedures.
19. The District shall advise and consult with the Builders during the performance of its

Construction Management Services. The District shall have authority to act on behalf of the Builders only to the extent provided in this Agreement. The District shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Builders' Grading Contracts, since these are solely the contractor's rights and responsibilities under the contract documents for the Builders' Grading Work. The District shall not be responsible for a contractor's failure to perform the work in accordance with the requirements of the contract documents for the Builders' Grading Work. The District shall be responsible for the District's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractors, subcontractors, or their agents or employees, or any other persons or entities performing portions of the work for the Builders' Grading Work. Moreover, the District shall not have the authority to authorize any change orders to the Builder Grading Contracts without the written consent of the applicable Builder, which consent may be withheld at the applicable Builder's sole discretion.

20. The District shall transmit to the Builders requests for interpretations, and requests for information of the meaning and intent of the drawings and specifications, and provide its written recommendation. The District shall assist in the resolution of questions that may arise.
21. The District shall review requests for changes, assist in negotiating contractors' proposals, submit recommendations to the Builder; and, if the proposed changes are accepted or required by the Builders, prepare change orders or construction change directives that incorporate modifications to the contract documents for the Builders' Grading Work.
22. Utilizing the submittal schedules provided by each contractor, the District shall prepare, and revise as necessary, a submittal schedule incorporating information from the Builders, Builders' consultants, and vendors, governmental agencies, and participants in the Builders' Grading Work under the management of the District. The submittal schedule and any revisions shall be submitted to the Builders for approval.
23. The District shall promptly review all shop drawings, product data, samples, and other submittals from the contractors for the Builders' Grading Work for compliance with the submittal requirements of the contract for the Builders' Grading Work, coordinate submittals with information contained in related documents, and transmit to the Builders those that the District recommends for approval. The District's actions shall be taken in accordance with the submittal schedule approved by the Builders, or in the absence of an approved submittal schedule, with such reasonable promptness as to cause no delay in the work or in the activities of the contractors for the Builders.
24. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the contractors for the Builders' Grading Work by the Contract Documents, the District shall review those submittals for sequencing, constructability, and coordination impacts on the other contractors Builders' Grading Work. The District shall discuss its findings with the Builders and coordinate resolution, as necessary, of any such impacts.
25. The District shall keep a daily log containing a record of weather, each contractor's work on the site, number of workers, identification of equipment, work accomplished,

problems encountered, and other similar relevant data as the Builders may require.

26. The District shall collect, review for accuracy, and compile the contractors' daily logs; and include them in the District's reports.
27. The District shall record the progress of the Builders' Grading Work. On a monthly basis, or otherwise as agreed to by the Builders, the District shall submit written progress reports to the Builders showing percentages of completion and other information identified below:
 - A. **Work completed for the period;**
 - B. **Project schedule status;**
 - C. **Submittal schedule and status report, including a summary of remaining and outstanding submittals and estimated completion dates;**
 - D. **Request for information, change order, and construction change directive status reports;**
 - E. **Tests and inspection reports;**
 - F. **Status report of nonconforming and rejected work;**
 - G. **Daily logs;**
 - H. **Summary of all contractors' applications for payment;**
 - I. **Cumulative total of the cost of the work to date including the District's compensation and reimbursable expenses at the job site, if any;**
 - J. **Cash-flow and forecast reports;**
 - K. **Photographs to document the progress of the Builders' Grading Work;**
 - L. **Status reports on permits and approvals of authorities having jurisdiction; and**
28. Utilizing the documents provided by the contractors, the District shall make available, at the site, the contract documents for the Builders' Grading Work, including change orders, construction change directives, and other modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved shop drawings, product data, samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Builders and Builders' contractors. Upon completion of the Builders' Grading Work, the District shall deliver them to the Builders.
29. The District shall arrange for the delivery, storage, protection and security of Builder-purchased materials, systems and equipment that are a part of the Builders' Grading Work until such items are incorporated into the work.
30. With the Builder's maintenance personnel, the District shall observe the contractors' final testing and start-up of utilities, operational systems and equipment and observe

any commissioning as the contract documents for the Builders' Grading Work may require.

31. When the District considers each contractor's work or a designated portion thereof substantially complete, the District shall, jointly with the Builders' contractors, prepare for the Builders a list of incomplete or unsatisfactory items and a schedule for their completion. The District shall assist the Builders in conducting inspections to determine whether the work or designated portion thereof is substantially complete.
32. When the work of all of the contractors, or designated portion thereof, is substantially complete, the District shall prepare, and the Builders shall execute, a certificate of substantial completion, unless otherwise provided in the contract documents for the Builders' Grading Work. The District shall submit the executed certificate to the Builders and Builders' contractors. The District shall coordinate the correction and completion of the work. Following issuance of a certificate of substantial completion of the work or a designated portion thereof, the District shall perform an inspection to confirm the completion of the work of the contractors and make recommendations to the Builders when the work of all of the contractors is ready for final inspection. The District shall assist the Builders in conducting the final inspection.
33. The District shall forward to the Builder the following information received from the Builders' contractors for the Builders' Grading Work: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of payment claims or bond claims indemnifying the Builders against such claims; and (4) any other documentation required of the contractors under the contract documents for the Builders' Grading Work, including warranties and similar submittals.
34. The District shall coordinate receipt, and delivery to the Builders, of other items provided by the contractors, such as keys, manuals, and record drawings. The District shall forward to the Builders a final application for payment for the Builders' Grading Work and a final certificate for payment for the Builders' Grading Work, or a final application for payment and final certificate for payment, upon the Builders' contractors' compliance with the requirements of the contract documents for the Builders' Grading Work.
35. Duties, responsibilities and limitations of authority of the District as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Builders and District,
36. Upon request of the Builders, and prior to the expiration of one year from the date of Substantial Completion of the work for the Builders' Grading Work, the District shall, without additional compensation, conduct a meeting with the Builders to review the Builders' Grading Work.

Exhibit D
GRADING SCHEDULE

TAH North - Conceptual Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25											
1		AURORA HIGHLANDS NORTH	323 days	Mon 4/15/24	Wed 8/6/25	[Gantt bar]																											
2		MILESTONES	54 days	Mon 4/15/24	Mon 7/1/24	[Gantt bar]																											
3		GESC Notice to Proceed	0 days	Mon 4/15/24	Mon 4/15/24	◆ 4/15																											
4		Area A - Initial GESC Approved to Start	0 days	Tue 5/28/24	Tue 5/28/24		◆ 5/28																										
5		Area A - District Contract - NTP	0 days	Mon 5/13/24	Mon 5/13/24		◆ 5/13																										
6		Area B - Initial GESC Approval to Start	0 days	Mon 7/1/24	Mon 7/1/24			◆ 7/1																									
7		Area C - Initial GESC Approval to Start	0 days	Mon 7/1/24	Mon 7/1/24			◆ 7/1																									
8		Completion Dates	310 days	Wed 5/1/24	Wed 8/6/25	[Gantt bar]																											
9		PA 1/2	0 days	Wed 5/1/24	Wed 5/1/24	◆ 5/1																											
10		PA 3	0 days	Wed 8/7/24	Wed 8/7/24			◆ 8/7																									
11		MAIN STREET	0 days	Wed 6/26/24	Wed 6/26/24			◆ 6/26																									
12		42ND	0 days	Wed 7/31/24	Wed 7/31/24			◆ 7/31																									
13		COOLIDGE	0 days	Mon 7/22/24	Mon 7/22/24			◆ 7/22																									
14		DENALI	0 days	Tue 7/30/24	Tue 7/30/24			◆ 7/30																									
15		PA 35.3	0 days	Fri 9/6/24	Fri 9/6/24				◆ 9/6																								
16		PA 7	0 days	Wed 7/24/24	Wed 7/24/24			◆ 7/24																									
17		PA 4	0 days	Tue 7/30/24	Tue 7/30/24			◆ 7/30																									
18		PA 6 NORTH-WEST/WEST	0 days	Tue 11/5/24	Tue 11/5/24					◆ 11/5																							
19		PA 6 EAST	0 days	Wed 2/5/25	Wed 2/5/25						◆ 2/5																						
20		PA 5.1	0 days	Tue 8/27/24	Tue 8/27/24			◆ 8/27																									
21		PA 5.2	0 days	Mon 9/23/24	Mon 9/23/24			◆ 9/23																									
22		FULTONDALE	0 days	Tue 11/5/24	Tue 11/5/24					◆ 11/5																							
23		PA 8	0 days	Tue 10/15/24	Tue 10/15/24					◆ 10/15																							
24		PA 34 NORTH	0 days	Thu 4/17/25	Thu 4/17/25							◆ 4/17																					
25		PA 34 SOUTH	0 days	Thu 6/19/25	Thu 6/19/25								◆ 6/19																				
26		PA 46.2	0 days	Tue 4/1/25	Tue 4/1/25								◆ 4/1																				
27		PA 13 NORTH-WEST	0 days	Fri 12/6/24	Fri 12/6/24							◆ 12/6																					
28		PA 13 EAST	0 days	Wed 4/9/25	Wed 4/9/25								◆ 4/9																				
29		PA 12	0 days	Wed 11/6/24	Wed 11/6/24							◆ 11/6																					
30		PA 29	0 days	Wed 5/14/25	Wed 5/14/25									◆ 5/14																			
31		PA 46.1	0 days	Fri 12/20/24	Fri 12/20/24								◆ 12/20																				
32		PA 35.1/.2	0 days	Wed 8/6/25	Wed 8/6/25																	◆ 8/6											
33		PA 40.1	0 days	Wed 6/11/25	Wed 6/11/25																	◆ 6/11											
34		PA 40.2	0 days	Mon 5/19/25	Mon 5/19/25																	◆ 5/19											
35		GESC	40 days	Mon 4/15/24	Mon 6/10/24	[Gantt bar]																											
145		OPERATION 1	312 days	Wed 4/17/24	Thu 7/24/25	[Gantt bar]																											
146		PA-1/2 - WEST POND	11 days	Wed 4/17/24	Wed 5/1/24	[Gantt bar]																											
147		Clear/Prep	1 day	Wed 4/17/24	Wed 4/17/24	[Task bar]																											
148		Strip to Pile	2 days	Wed 4/17/24	Thu 4/18/24	[Task bar]																											
149		OL Cut to Fill	5 days	Fri 4/19/24	Thu 4/25/24	[Task bar]																											
150		Replace Topsoil	2 days	Fri 4/26/24	Mon 4/29/24	[Task bar]																											
151		Rough Grade	3 days	Mon 4/29/24	Wed 5/1/24	[Task bar]																											
152		PA-3 - MIXED USE	48 days	Wed 5/29/24	Wed 8/7/24	[Gantt bar]																											
153		Clear/Prep	2 days	Wed 5/29/24	Thu 5/30/24	[Task bar]																											
154		Strip to Pile	2 days	Wed 5/29/24	Thu 5/30/24	[Task bar]																											
155		OL Cut to PA-1	1 day	Fri 5/31/24	Fri 5/31/24	[Task bar]																											

Project: TAH North - Project Sc Date: Wed 5/15/24

Task	[Blue bar]	Summary	[Grey bar]	Inactive Milestone	◆	External Milestone	◆	Manual Progress	[Blue bar]
Split	[Dotted bar]	Project Summary	[Grey bar]	Inactive Summary	[Grey bar]	Manual Summary Rollup	[Green bar]	Finish-only	[Green bar]
Milestone	◆	Inactive Task	[White bar]	Manual Task	[Green bar]	Manual Summary	[Green bar]	External Tasks	[Green bar]
								Deadline	↓
								Progress	[Blue bar]

TAH North - Conceptual Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	
202		Cut to 48th	2 days	Thu 7/25/24	Fri 7/26/24																		
203		Replace Topsoil	2 days	Tue 9/17/24	Wed 9/18/24																		
204		Rough Grade	6 days	Mon 9/16/24	Mon 9/23/24																		
205		PA-7 - OPEN SPACE	14 days	Tue 7/2/24	Wed 7/24/24																		
206		Clear/Prep	2 days	Tue 7/2/24	Tue 7/9/24																		
207		Strip to Pile	1 day	Tue 7/9/24	Tue 7/9/24																		
208		OL Cut to Fill	2 days	Wed 7/10/24	Thu 7/11/24																		
209		Cut to Denali	3 days	Fri 7/12/24	Tue 7/16/24																		
210		Cut to PA 5.1	3 days	Wed 7/17/24	Fri 7/19/24																		
211		Replace Topsoil	1 day	Mon 7/22/24	Mon 7/22/24																		
212		Rough Grade	4 days	Fri 7/19/24	Wed 7/24/24																		
213		PA-12	79 days	Wed 7/17/24	Wed 11/6/24																		
214		Clear/Prep	3 days	Wed 7/17/24	Mon 7/22/24																		
215		Strip to Pile	2 days	Mon 7/22/24	Tue 7/23/24																		
216		Cut to PA-5.1	6 days	Wed 7/24/24	Wed 7/31/24																		
217		Cut to Fill	16 days	Thu 8/1/24	Thu 8/22/24																		
218		Replace Topsoil	2 days	Thu 10/31/24	Fri 11/1/24																		
219		Rough Grade	8 days	Mon 10/28/24	Wed 11/6/24																		
220		PA-6	110 days	Fri 8/16/24	Wed 2/5/25																		
221		Clear/Prep	5 days	Fri 8/16/24	Fri 8/23/24																		
222		Strip to Pile	2 days	Fri 8/23/24	Mon 8/26/24																		
223		Cut to PA-5.2	13 days	Tue 8/27/24	Mon 9/16/24																		
224		Cut to Fill	15 days	Tue 9/17/24	Mon 10/7/24																		
225		Replace Topsoil	2 days	Fri 1/31/25	Mon 2/3/25																		
226		Rough Grade	10 days	Thu 1/23/25	Wed 2/5/25																		
227		PA-8 OPEN SPACE	8 days	Fri 10/4/24	Tue 10/15/24																		
228		Clear/Prep	2 days	Fri 10/4/24	Tue 10/8/24																		
229		Strip to Pile	1 day	Tue 10/8/24	Tue 10/8/24																		
230		OL Cut to Fill	2 days	Wed 10/9/24	Thu 10/10/24																		
231		Replace Topsoil	1 day	Fri 10/11/24	Fri 10/11/24																		
232		Rough Grade	3 days	Fri 10/11/24	Tue 10/15/24																		
233		FULTONDALE	19 days	Thu 10/10/24	Tue 11/5/24																		
234		Clear/Prep	1 day	Thu 10/10/24	Fri 10/11/24																		
235		Strip to Pile	1 day	Fri 10/11/24	Fri 10/11/24																		
236		Cut to PA-12	2 days	Mon 10/14/24	Tue 10/15/24																		
237		Replace Topsoil	1 day	Mon 11/4/24	Mon 11/4/24																		
238		Rough Grade	2 days	Mon 11/4/24	Tue 11/5/24																		
239		PA-13	116 days	Mon 10/14/24	Wed 4/9/25																		
240		Clear/Prep	5 days	Mon 10/14/24	Fri 10/18/24																		
241		Strip to Pile	3 days	Wed 10/16/24	Fri 10/18/24																		
242		Cut to PA-12	8 days	Mon 10/21/24	Wed 10/30/24																		
243		Cut to Fultondale	2 days	Thu 10/31/24	Fri 11/1/24																		
244		Cut to NW Fill	18 days	Mon 11/4/24	Fri 11/29/24																		
245		Cut to Fill	12 days	Mon 12/2/24	Tue 12/17/24																		
246		Replace Topsoil	3 days	Wed 4/2/25	Fri 4/4/25																		
247		Rough Grade	10 days	Thu 3/27/25	Wed 4/9/25																		

Project: TAH North - Project Sc
Date: Wed 5/15/24

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

TAH North - Conceptual Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Timeline																															
						Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25															
248		PA-29	101 days	Wed 12/11/24	Wed 5/14/25	[Gantt bar for PA-29]																															
249		Clear/Prep	5 days	Wed 12/11/24	Wed 12/18/24	[Gantt bar for Clear/Prep]																															
250		Strip to Pile	3 days	Wed 12/18/24	Fri 12/20/24	[Gantt bar for Strip to Pile]																															
251		Cut to PA-6	19 days	Mon 1/6/25	Thu 1/30/25	[Gantt bar for Cut to PA-6]																															
252		OL Cut to Fill	15 days	Fri 1/31/25	Thu 2/20/25	[Gantt bar for OL Cut to Fill]																															
253		Replace Topsoil	3 days	Wed 5/7/25	Fri 5/9/25	[Gantt bar for Replace Topsoil]																															
254		Rough Grade	10 days	Thu 5/1/25	Wed 5/14/25	[Gantt bar for Rough Grade]																															
255		PA 34	87 days	Tue 2/18/25	Thu 6/19/25	[Gantt bar for PA 34]																															
256		Clear/Prep	3 days	Tue 2/18/25	Fri 2/21/25	[Gantt bar for Clear/Prep]																															
257		Strip to Pile	4 days	Fri 2/21/25	Wed 2/26/25	[Gantt bar for Strip to Pile]																															
258		Cut to PA-13	24 days	Thu 2/27/25	Tue 4/1/25	[Gantt bar for Cut to PA-13]																															
259		Cut to Fill	7 days	Wed 4/2/25	Thu 4/10/25	[Gantt bar for Cut to Fill]																															
260		Replace Topsoil	4 days	Wed 6/11/25	Mon 6/16/25	[Gantt bar for Replace Topsoil]																															
261		Rough Grade	10 days	Fri 6/6/25	Thu 6/19/25	[Gantt bar for Rough Grade]																															
262		BORROW TO PA 29	29 days	Fri 4/4/25	Wed 5/14/25	[Gantt bar for BORROW TO PA 29]																															
263		Clear/Prep	5 days	Fri 4/4/25	Fri 4/11/25	[Gantt bar for Clear/Prep]																															
264		Strip to Pile	3 days	Fri 4/11/25	Tue 4/15/25	[Gantt bar for Strip to Pile]																															
265		Cut to PA-29	15 days	Wed 4/16/25	Tue 5/6/25	[Gantt bar for Cut to PA-29]																															
266		Replace Topsoil	3 days	Wed 5/7/25	Fri 5/9/25	[Gantt bar for Replace Topsoil]																															
267		Rough Grade	10 days	Thu 5/1/25	Wed 5/14/25	[Gantt bar for Rough Grade]																															
268		BORROW TO 35.1/2	60 days	Wed 4/30/25	Thu 7/24/25	[Gantt bar for BORROW TO 35.1/2]																															
269		Clear/Prep	5 days	Wed 4/30/25	Wed 5/7/25	[Gantt bar for Clear/Prep]																															
270		Strip to Pile	3 days	Wed 5/7/25	Fri 5/9/25	[Gantt bar for Strip to Pile]																															
271		Cut to PA-35	44 days	Mon 5/12/25	Mon 7/14/25	[Gantt bar for Cut to PA-35]																															
272		Replace Topsoil	5 days	Tue 7/15/25	Mon 7/21/25	[Gantt bar for Replace Topsoil]																															
273		Rough Grade	10 days	Fri 7/11/25	Thu 7/24/25	[Gantt bar for Rough Grade]																															
274		OPERATION 2	272 days	Wed 6/26/24	Wed 8/6/25	[Gantt bar for OPERATION 2]																															
275		PA 35.3	48 days	Wed 6/26/24	Fri 9/6/24	[Gantt bar for PA 35.3]																															
276		Clear/Prep	3 days	Wed 6/26/24	Mon 7/1/24	[Gantt bar for Clear/Prep]																															
277		Strip to Pile	2 days	Mon 7/1/24	Tue 7/2/24	[Gantt bar for Strip to Pile]																															
278		Cut to Stockpile	10 days	Wed 7/3/24	Fri 7/19/24	[Gantt bar for Cut to Stockpile]																															
279		Cut to Fill	11 days	Mon 7/22/24	Mon 8/5/24	[Gantt bar for Cut to Fill]																															
280		Replace Topsoil	2 days	Thu 8/29/24	Tue 9/3/24	[Gantt bar for Replace Topsoil]																															
281		Rough Grade	10 days	Thu 8/22/24	Fri 9/6/24	[Gantt bar for Rough Grade]																															
282		PA 46.1	100 days	Tue 7/30/24	Fri 12/20/24	[Gantt bar for PA 46.1]																															
283		Clear/Prep	5 days	Tue 7/30/24	Tue 8/6/24	[Gantt bar for Clear/Prep]																															
284		Strip to Pile	4 days	Tue 8/6/24	Fri 8/9/24	[Gantt bar for Strip to Pile]																															
285		Cut to PA 35.3	13 days	Mon 8/12/24	Wed 8/28/24	[Gantt bar for Cut to PA 35.3]																															
286		Cut to Fill	46 days	Thu 8/29/24	Mon 11/4/24	[Gantt bar for Cut to Fill]																															
287		Replace Topsoil	4 days	Tue 12/10/24	Fri 12/13/24	[Gantt bar for Replace Topsoil]																															
288		Rough Grade	20 days	Mon 11/25/24	Fri 12/20/24	[Gantt bar for Rough Grade]																															
289		PA 46.2	97 days	Thu 10/31/24	Tue 4/1/25	[Gantt bar for PA 46.2]																															
290		Clear/Prep	3 days	Thu 10/31/24	Tue 11/5/24	[Gantt bar for Clear/Prep]																															
291		Strip to Pile	3 days	Tue 11/5/24	Thu 11/7/24	[Gantt bar for Strip to Pile]																															
292		Cut to PA 46.1	20 days	Fri 11/8/24	Mon 12/9/24	[Gantt bar for Cut to PA 46.1]																															
293		Cut to Fill	35 days	Tue 12/10/24	Mon 2/10/25	[Gantt bar for Cut to Fill]																															

Project: TAH North - Project Sc
Date: Wed 5/15/24

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

**EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT
OVERLAP AREA CONSENT AGREEMENT**

THIS OVERLAP AREA CONSENT AGREEMENT (“Agreement”) is made this ____ day of _____, 20__, between Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision and of the State of Colorado (“Aerotropolis”) and East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”, and together with the Aerotropolis , collectively referred to herein as the “Parties” or individually, as a “Party”).

RECITALS

WHEREAS, the District is the owner of a perpetual, non-exclusive easement (the “Pipeline Easement”) over, under, across, above, and through a portion of certain real property pursuant to an Easement Deed(s) and Temporary Construction Easement granted by the City of Aurora, Colorado dated April 25, 2006 and recorded with the Arapahoe County Clerk and Recorder on October 31, 2006 at Reception No. B6155188, the Adams County Clerk and Recorder on November 17, 2009 at Reception No. 2009000085352, and re-recorded with the Adams County Clerk and Recorder on December 2, 2015 at Reception No. 2015000100920 (the “Pipeline Easement Deed”); and

WHEREAS, pursuant to the Pipeline Easement Deed, the District has the right to construct, lay, operate, maintain, repair, replace, remove, and enlarge one water pipeline and all necessary underground, surface, and above-ground facilities and appurtenances thereto necessary or desirable for the transmission of water and is entitled to continuous subjacent and lateral support, within the real property as more particularly described in the Pipeline Easement Deed (the “Pipeline Easement Property”); and

WHEREAS, pursuant to the Pipeline Easement Deed, the District has constructed a forty-eight-inch (48”) water pipeline and appurtenances thereto on the Pipeline Easement Property (the “Northern Line”); and

WHEREAS, the Pipeline Easement Deed requires that all surface and subsurface uses of the Pipeline Easement Property for easement, utility or other purposes must be approved in writing by the District prior to installation; and

WHEREAS, Aerotropolis desires to construct an eight inch (8”) sanitary sewer line and a thirty-six inch (36”) storm drain (the “Improvements”) within the Pipeline Easement Property as a component of Aurora Highlands Filing 30 North Area B District Infrastructure PH-2 (the “Project”); and

WHEREAS, the construction of and the presence of the Improvements in the Pipeline Easement Property in accordance with the terms and conditions set forth in this Agreement will not adversely affect the stability, integrity, operational characteristics or safety of the Northern Line; and

WHEREAS, Aerotropolis has requested that the District consent to Aerotropolis 's non-exclusive use of a portion of the Pipeline Easement Property for Aerotropolis 's construction and operation of the Improvements located in the area depicted and described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Overlap Area"), in accordance with the terms and conditions provided for in this Agreement; and

WHEREAS, the District and Aerotropolis acknowledge and agree it is in their mutual interest to identify their respective rights and obligations in and to the Overlap Area in order to avoid conflict and to agree to the terms under which Aerotropolis may construct, operate, and maintain the Improvements within the Overlap Area.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **Consent to Use of Overlap Area for Approved Activities.** Subject to all terms and conditions of this Agreement, the District hereby consents to Aerotropolis 's use of the Overlap Area, for the purpose of constructing, operating, and maintaining the Improvements (the "Approved Activities") on, in, or under the Overlap Area, provided the Approved Activities are consistent with and do not impair the rights of the District under the Pipeline Easement Deed, and that the Approved Activities adhere to the terms and conditions of this Agreement. The rights granted by the District under this Agreement are limited to the use by Aerotropolis of the Overlap Area referenced on **Exhibit A** in connection with the Improvements, in strict compliance with **Exhibits B** and **C** (defined below) and for no other purpose. The subset of the permitted Approved Activities that involve only the initial construction and installation of the Improvements are referred to herein specifically as the "Construction Activities." Any replacement, repair or modification contemplating excavation, or relocation of the Improvements shall not be considered part of the Approved Activities and will necessitate an amendment to this Agreement. However, regular inspection, maintenance and repair activities shall not require an amendment to this Agreement.

2. **Approved Activities Requirements.** Aerotropolis acknowledges and agrees that the District is concerned about the anticipated proximity between the District's Northern Line and the Approved Activities. Aerotropolis agrees that all Approved Activities must be undertaken with an abundance of caution for the District's Northern Line and subjacent and lateral support therefor. Acknowledging these and other developing concerns for the safety and protection of the District's Northern Line, Aerotropolis shall adhere to the requirements set forth below which are deemed necessary in the sole opinion of the District (the "Approved Activities Requirements"), including, but not limited to the following:
 - A. *Plans and Specifications.* Aerotropolis shall conduct all Construction Activities in accordance with full and complete construction plans and specifications that have been reviewed and approved by the District, and which shall include notes concerning coordination between Aerotropolis ,

its contractor, and the District. Aerotropolis agrees that it shall not begin Construction Activities on or within the Overlap Area until the District has approved in writing the plans and specifications for Aerotropolis 's Improvements. Aerotropolis shall provide the District with construction plans and specifications and a written request for approval by the District at least one hundred and twenty (120) days prior to commencement of any proposed Construction Activities. Once approved by the District, the full and complete construction plans and specifications shall be attached hereto as **Exhibit B** and incorporated herein by this reference (the "Construction Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Construction Plans without the District's prior written consent. Aerotropolis will not conduct or permit anyone to conduct any activities or install any improvements on or within the Overlap Area which deviate in any manner from **Exhibit B** without the prior written consent of the District. The District shall have the right to observe any portion of Construction Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, and info@eccv.org, at least thirty (30) business days prior to the commencement of Construction Activities on or within the Overlap Area. Aerotropolis shall prepare and submit to the District as-built exhibit(s) depicting the Improvements and calling out any deviations from **Exhibit B** no later than thirty (30) days after completion of construction.

- B.** *Installation.* Aerotropolis shall use directional boring for all Construction Activities that cross or parallel the Northern Line in the Overlap Area. Aerotropolis is prohibited from performing open cut installation or trenching when such actions would expose any portion of the Northern Line. All boring related to the Construction Activities shall be conducted under the Northern Line.
- C.** *Boring.* Aerotropolis shall produce a geotechnical report determining the minimum proximity between the Northern Line and Aerotropolis 's bore pits to ensure that the Northern Line shall not be impacted during the Construction Activities. Aerotropolis shall submit construction plans for its planned bore and bore pit to the District for the District's written approval, which plans shall evidence and comply with the conclusions of the geotechnical report referenced in the immediately preceding sentence of this Section 2(C). Once approved by the District, the full and complete construction plans and specifications for the planned bore and bore pit shall be attached hereto as **Exhibit C** and incorporated herein by this reference (the "Boring Plans"). After the District's approval, no material changes, modifications or alterations may be made to the Boring Plans without the District's prior written consent. Aerotropolis will not conduct or permit anyone to conduct any activities or install any improvements on or within the Overlap Area which deviate in any manner from **Exhibit C** without the

prior written consent of the District. Aerotropolis shall contact the District at Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, and info@eccv.org, at least thirty (30) business days prior to the commencement of boring within the Overlap Area. No boring activity shall be performed unless a District representative is present and Aerotropolis acknowledges and agrees that said District representative shall be authorized to order an immediate stop to such boring activity, at any time, in his or her sole discretion.

- D. *Earth Cover.* Aerotropolis shall take no action which would impair the earth cover over, or the lateral and subjacent support of, any water line and appurtenance within the Overlap Area, including but not limited to the Northern Line. Aerotropolis must obtain written consent of the District to modify earth cover over any line or appurtenance within the Overlap Area.
- E. *Crossing Lines.* All Improvements in the Overlap Area must cross the Northern Line at approximately right angles, unless otherwise permitted by the District in writing, as set forth in the Pipeline Easement Deed. The minimum vertical clearance shall be eighteen (18) inches between the Improvements and the Northern Line.
- F. *Parallel Lines.* Any Improvements that parallel the District's Northern Line or any other water line must be located at least ten (10) feet away from the outside edge of the Northern Line to the outside edge of other utility located on the Pipeline Easement Property or Overlap Area.
- G. *Operations and Maintenance in Overlap Area.*
 - i. Aerotropolis shall not interfere with the District's activities, the Northern Line or any other District facilities on or within the Overlap Area, and Aerotropolis shall conduct its Approved Activities in a safe and prudent manner considering the Northern Line and any other District facilities located on or below the surface of the Overlap Area.
 - ii. Aerotropolis will maintain reasonable access for on-going District operations and maintenance personnel to critical facilities, including but not limited to line valves, blow offs, and air valves at all times during the Approved Activities. Construction soil stockpiles shall not be permitted on top of the Northern Line and shall not cover access to any facilities. Any replacement or relocation of the Improvements shall not be considered part of the Approved Activities, and will necessitate an amendment to this Agreement (see Section 1).
 - iii. Following completion of the Construction Activities, Aerotropolis will not conduct or permit anyone to conduct any Approved Activities on or within the Overlap Area, including but not limited to, operations,

maintenance and repair of the Improvements, without the prior written consent of the District. The District shall have the right to observe any portion of Approved Activities in the Overlap Area. In addition, Aerotropolis shall contact Michelle Probasco at mprobasco@eccv.org, telephone number 303-226-9206, and info@eccv.org, at least thirty (30) business days prior to the commencement of Approved Activities on or within the Overlap Area.

- iv. If emergency access is needed to the Overlap Area for the purpose of constructing, operating and/or maintaining the Improvements, Aerotropolis shall contact the District's on call operations at telephone number 720-217-2147 and provide the District with detailed information regarding the nature of the problem or request, the location of the problem and any details/time constraints pertinent for the required work or repair to the Improvements. Notice shall also be provided to the contact listed in section iii above within 12 hours of the incident requiring emergency access.

H. *District's Discretion.* Aerotropolis agrees that these Approved Activities Requirements set forth above are subject to change at the sole discretion of the District.

3. **Existing Third-Party Facilities and Easements that Interfere with Aerotropolis 's Use of the Overlap Area.** To the extent any third parties' facilities within the Overlap Area existing at the time of this Agreement interfere with Aerotropolis 's ability to construct or operate its Improvements within the Overlap Area, Aerotropolis will resolve matters of relocation and reconstruction of existing facilities by separate relocation/reconstruction agreement with the owner of such facilities at no cost to the District.
4. **Shutdown of ECCV Northern Line.** Aerotropolis shall not conduct Approved Activities that necessitate a shutdown of the ECCV Northern Line.
5. **Use and Occupancy of Overlap Area by the District.** The District retains all its superior rights in the Pipeline Easement. The District shall continue to have the full rights to use the Overlap Area for all of the purposes necessary to construct, maintain and operate the Northern Line. The District will not be required to obtain Aerotropolis 's permission or consent to enter, use, or occupy the Overlap Area.
6. **Restoration of Overlap Area.** After conducting any Approved Activities in the Overlap Area, Aerotropolis shall, at the District's option, pay for or repair any damage done to the Overlap Area as a result of the Approved Activities. In addition, after conducting any Approved Activities in the Overlap Area, Aerotropolis shall restore the Overlap Area, including, but not limited to, subjacent and lateral support, at the expense of Aerotropolis , to the condition in which it was prior to Aerotropolis 's use of the Overlap Area, including settling.

7. **Responsibility for Damages.** Aerotropolis shall be responsible for any and all damage to any lines, appurtenances, facilities, or other improvements of the District, including, but not limited to, the Northern Line, arising from the use of the Overlap Area by Aerotropolis or any of its contractors, subcontractors, agents or employees. Aerotropolis shall, at the District's option, pay for or repair any damage done to the Northern Line, or any other lines, appurtenances, facilities, or other improvements of the District as a result of any Approved Activities. The cost of lost water, costs for consequential damages and the costs for any repairs necessitated by such damage shall be borne by Aerotropolis. Notwithstanding the foregoing, the District will have no duty to monitor any Approved Activities. Any monitoring by the District of Aerotropolis conducted by or on behalf of the District is for the sole benefit of the District and shall not create any duty, obligation or liability to Aerotropolis or any other person.

8. **Insurance.** While conducting Approved Activities, Aerotropolis's contractor for the construction shall obtain and provide insurance covering the activities set forth in the Agreement as provided in this Section:

A. *General Requirements.* Aerotropolis's contractor shall provide or cause to be provided to the District forms evidencing all insurance coverage obtained by all construction contractors and their sub-contractors prior to commencement of construction. Aerotropolis's contractor shall maintain or cause to be maintained all such insurance until construction is complete and, if necessary, shall provide or cause to be provided to the District documentation of renewals of all such insurance.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Aerotropolis's contractor and sub-contractors pursuant to the indemnification provisions of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting provisions shall be procured to maintain such continuous coverage.

A certificate of insurance shall be completed by Aerotropolis's contractor's insurance agent(s) as evidence that policies providing required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the District prior to commencement of any services under this Agreement. The certificate shall demonstrate that the insurance coverage complies with the requirements of this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the District. The completed certificate of insurance shall be sent to: East Cherry Creek Valley Water and Sanitation District, 6201 S. Gun Club Road, Aurora, CO 80016.

The District shall be named an additional insured on all policies and the District

shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the District and Aerotropolis and each of their respective officers and employees are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., (“GIA”) as amended from time to time, or otherwise available to the District and Aerotropolis and/or each of their respective officers or employees.

B. *Minimum Insurance Coverages – Construction Phase.*

- i. Workers’ Compensation Insurance. Workers’ compensation insurance with coverage in accordance with applicable law, including employers’ liability with minimum limits of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease each employee.
- ii. Commercial General Liability Insurance. Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2013 edition or equivalent), shall include all major divisions of coverage, and shall be on a comprehensive basis, including:
 - a. Premises and operations;
 - b. Personal injury liability;
 - c. Contractual liability;
 - d. Property damage; and
 - e. Independent contractors’ coverage
 - f. In addition, Aerotropolis ’s contractor shall provide commercial liability insurance endorsements as follows:
 - 1. Endorsement CG 25 03 (dated as of 5/2009) or equivalent, general aggregate applies on a per project/per location basis;
 - 2. Contractual liability coverage sufficient to meet the requirements of this Agreement (including defense costs and attorney’s fees assumed under the Agreement, which shall be payable in addition to the coverage limit of

liability); to the extent aligned with and permitted by applicable law, no contractual liability coverage exclusion modifying or deleting the definition of “insured contract” from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);

3. Personal injury liability (with contractual exclusions deleted);
4. No separation of insured exclusion;

iii. Contractor specific requirements:

- a. If applicable to the Approved Activities, perils of explosion, collapse, & underground (XCU);
- b. If applicable to the Approved Activities, no subsidence exclusion;
- c. If applicable to the Approved Activities, no damage to the Approved Activities performed by subcontractor exclusion (CG 22 94 or similar);
- d. If applicable to the Approved Activities, no exclusions for operations performed within 50 feet of a railroad property;
- e. If applicable to the Approved Activities, no exclusions for operations involving residential, multi-family or apartments.
- f. For the full statute of repose, the Aerotropolis ’s contractor shall (1) maintain general liability coverage for both products and completed operations insurance, and (2) maintain the District as an additional insured thereunder. Contractor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Agreement.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles. If hauling of hazardous waste is part of the work performed under this Agreement, automobile liability insurance with a One Million Dollar (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and including MCS 90 endorsement and the ISO

Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

- v. Contractor's Pollution (Environmental) Liability. This Section is applicable to (a) Aerotropolis 's contractor and (b) subcontractors of any tier that are providing Approved Activities related to environmental services, building enclosure systems, plumbing, heating, ventilation, air conditioning, drywall, insulation, building foundations, or any work which includes microbial matter, mold, fungi, or bacteria and any Approved Activities which will involve the use of hazardous materials. The contractor and all applicable subcontractors must provide and maintain a separate pollution liability insurance policy including coverage for, but not limited to, claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, clean-up and disposal. The pollution liability policy must include contractual liability coverage aligned with the indemnification obligations of this Agreement. The policy limits shall be in the amount of One Million Dollars (**\$1,000,000.00**) each occurrence and in the aggregate. Aerotropolis 's contractor and subcontractors shall maintain pollution liability coverage for the statute of repose following completion of the Approved Activities. Should mold coverage be provided by a claims made form, the coverage shall be maintained annually, following completion, for the statute of repose.

- vi. Excess/Umbrella Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers' liability coverages required herein, in the amount of at least Three Million Dollars (**\$3,000,000.00**) per occurrence, and Three Million Dollars (**\$3,000,000.00**) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages. All coverages and terms required under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Workers' Compensation Insurance Sections hereof must be included on the Excess/Umbrella Liability policy. Higher limits may be required by the District on a project-by-project basis. Aerotropolis 's contractor's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any additional insured.

- vii. Aerotropolis itself will provide property casualty insurance via Aerotropolis 's third-party property casualty insurance policy covering all of the Overlap Area.

B. *Minimum Insurance Coverages – Post Construction*

1. Following completion of construction of the Approved Activities, Aerotropolis shall maintain insurance coverage, either through purchase of third-party insurance or self-insurance, in amounts up to the limits contained in the GIA, Section 24-10-114, C.R.S., as they may change from time to time, to insure against all claims costs and expenses Aerotropolis has agreed to indemnify the District for pursuant to this Agreement. Such coverage shall be effective as of the date the Approved Activities are installed in the Overlap Area and Aerotropolis shall maintain such coverage for the duration of time Aerotropolis conducts Approved Activities in the Overlap Area. The District shall be named as an additional insured with respect to such third-party policy.
 - C. Aerotropolis and/or its contractors are solely responsible for any deductibles, self-insured retentions, or uninsured losses for any reason arising out of Aerotropolis's obligations of this Agreement.
 - D. All coverages specified in this agreement shall waive any right of subrogation against the District and its directors, officers, employees, and agents.
 - E. Nothing in this Agreement shall impose upon the District any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by Aerotropolis or its contractors and the District shall not be responsible for any representations or warranties made by or on behalf of Aerotropolis or their contractors to any insurance company or insurance underwriter.
9. **Indemnification.** To the extent of its lawful authority, Aerotropolis shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, lost profits, and insurance deductibles), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis or any of its subcontractors or material suppliers, agents or employees, in connection with this Agreement (or a breach thereof). Further, Aerotropolis hereby agrees to indemnify, defend and hold harmless the District and each of its directors and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities of, by or with respect to, third parties ("any claims"), arising directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Aerotropolis, its employees, subcontractors, material suppliers or agents or employees, or the agents or employees of any subcontractors or material suppliers which causes or allows to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental

Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Nothing in this Agreement or in any actions taken by the District pursuant to this Agreement shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act. Further, Aerotropolis shall not be liable for any claim, loss, damage, injury, or liability arising out of negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants. The obligations of the indemnifications extended by Aerotropolis to the District under this Section shall survive termination or expiration of this Agreement.

Aerotropolis's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law which obligations shall be subject to annual appropriation by Aerotropolis. However, nothing in this Agreement shall be construed as requiring Aerotropolis to defend in litigation, indemnify or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence, willful acts, or intentional torts of the District or any third party under the control or supervision of the District. Nor shall Aerotropolis's obligations under this Section extend to acts or omissions of any third party not under the control or supervision of Aerotropolis. Any insurance coverage requirements specified in this Agreement in no way lessen or limit the obligations of Aerotropolis under the terms of this Section.

- 10. Contractors and Subcontractors.** Aerotropolis is solely and fully responsible to the District for its obligations under this Agreement and Aerotropolis shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf as if the work were performed by it. Aerotropolis shall include in its contracts with any of its contractors or subcontractors performing Approved Activities a provision stating that the contractor and/or subcontractor "shall defend, indemnify, protect and hold the East Cherry Creek Valley Water and Sanitation District ("ECCV") harmless from any and all liability, loss, cost, damage, claim or expense which ECCV may sustain or incur by reason of such contractor's and/or sub-contractor's entry onto ECCV's property and/or work performed on ECCV's property by contractor and/or its agents, representatives, subcontractors or employees pursuant to this agreement. The provisions of this paragraph shall survive termination of this agreement." Furthermore, Aerotropolis shall include in its contracts with its contractors or subcontractors performing Approved Activities a requirement that such contractors or subcontractors maintain at least the minimum insurance coverages required in Section 8 of this Agreement and Aerotropolis shall require all such contractors and/or subcontractors to provide adequate performance bonds that name the District as an additional obligee.
- 11. No Property Interest.** This Agreement does not convey an interest in real property, nor shall it be deemed to create or construed as creating in Aerotropolis any property interest in or to the Overlap Area. The parties do not by this Agreement intend to create a lease, easement, or other real property interest. The act of recording this Agreement, pursuant to the terms of this Agreement, in the records of the Adams County Clerk and Recorder shall not evidence an intent to convey an interest in real property. Further, notwithstanding any contrary provision, the District reserves all of its right and title to the Overlap Area and shall continue to have its full rights to use the Overlap Area for

any purpose. The District reserves the right to license others to install improvements in, on, under, or along the Overlap Area provided that same shall not interfere unreasonably with Aerotropolis 's Improvements.

12. **Ownership of Fee Underlying Overlap Area.** The District's ownership of the Overlap Area is limited to an easement interest only and Aerotropolis acknowledges that the land under the Overlap Area is owned in fee by third parties. Aerotropolis shall be responsible to acquire all rights necessary to construct its Project from these third parties. Aerotropolis agrees that any authorization granted herein is conditioned upon Aerotropolis obtaining such additional authorization from the fee owner(s) of the Overlap Area or others owning any interest in the Overlap Area. Aerotropolis 's interest in the Overlap Area is subject to the terms of the District's Pipeline Easement Deed obtained from third parties. Further, Aerotropolis acknowledges that the District is not giving or making any warranty with respect to title to any portion of the Overlap Area and the District, nor anyone acting for or on behalf of the District has made any representation, statement, warranty or promise concerning the title, physical aspects or condition of the Pipeline Easement Property, or the feasibility, desirability, or adaptability of the Pipeline Easement Property for any particular use.
13. **Termination.** This Agreement and the consent granted hereunder, will automatically terminate, without compensation or liability due to Aerotropolis , upon the occurrence of any of the following events: (i) the termination of the Pipeline Easement held by the District with respect to the Overlap Area; or (ii) upon the abandonment of the use of the Overlap Area by Aerotropolis . In addition, the District may terminate this Agreement and the consent hereby granted, without compensation or liability to Aerotropolis , by giving thirty (30) days prior notice of termination to Aerotropolis upon or at any time after the failure of Aerotropolis to comply with any provision of this Agreement, which failure continues for thirty (30) days after notice from the District. Termination under this Paragraph 13 will not release Aerotropolis from any of its obligations or liability under this Agreement.

Upon termination of this Agreement for any reason, Aerotropolis shall remove the Improvements from the Overlap Area, and shall restore the Overlap Area to the condition prior to this Agreement taking effect. Removal of the Improvements and restoration shall occur no later than thirty (30) days following termination of this Agreement. Removal of the Improvements and restoration of the Overlap Area shall be performed under the same terms and conditions as the construction of the Improvements. If Aerotropolis should fail to remove the Improvements and restore the Overlap Area, the District remove the Improvements and restore the Overlap Area at the expense of Aerotropolis . The provisions of this Paragraph shall survive termination of this Agreement.

14. **Miscellaneous Provisions.**

- A. *Notices.* All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail,

postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notice to District:

East Cherry Creek Valley Water and Sanitation District
6201 S. Gun Club Road
Aurora, Colorado 80016
Attn: David J. Kaunisto
Email: dkaunisto@eccv.org

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Tamara Seaver, Esq.
Email: TSeaver@ISP-Law.com

Notice to Aerotropolis :

Aerotropolis Area Coordinating Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
Attn: Denise Denslow
Email: denise.denslow@claconnect.com

McGeady Becher P.C
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254
Email: legalnotices@specialdistrictlaw.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

- B.** *Recordation.* The Parties agree that this Agreement shall be recorded in the records of the Adams County Clerk and Recorder.

- C.** *Binding Agreement.* The benefits and burdens of this Agreement shall inure to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the Parties, including but not limited to, any special district, municipality, county or other governmental entity to whom the Improvements are dedicated. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that this Agreement: (i) shall be limited to the rights and obligations of Aerotropolis and the District only; (ii) shall not be binding upon any other parties, including the City of Aurora; (iii) shall not run with the land; (iv) shall not be recorded on or against the Pipeline Easement Property or any other property; and (v) shall automatically expire upon the earlier of either of the following events: (A) the dedication of Improvements to the City of Aurora, which shall be evidenced by the City of Aurora granting final acceptance of the Improvements; or (B) the City of Aurora and the District entering into a written agreement governing their respective rights and obligations respecting the Improvements. For the avoidance of doubt, the District acknowledges and agrees that the City of Aurora shall not be bound by this Agreement; that this Agreement shall cease to have legal effect at the time of dedication of Improvements to the City of Aurora; and that it shall be incumbent solely upon the District to secure a new overlap consent agreement with the City of Aurora at such time. Nothing herein shall be construed as obligating the City of Aurora to enter into such an agreement nor to take assignment of this Agreement.
- D.** *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the Parties.
- E.** *Specific Performance.* The terms of this Agreement may be enforced by specific performance.
- F.** *Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the District Court in the County of Arapahoe.
- G.** *Severability.* If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

- H.** *No Waiver.* No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- I.** *Non-Assignable.* Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J.** *Rules of Construction.* For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections refer to the Sections of this Agreement; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- K.** *Exhibits Incorporated.* All exhibits to this Agreement are incorporated herein and are made a part hereof as if set forth fully herein.
- L.** *Counterpart Execution.* This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

[The remainder of this page left intentionally blank.]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officials.

**EAST CHERRY CREEK VALLEY
WATER AND SANITATION DISTRICT**

By: _____
 Its: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of the East Cherry Creek Valley Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

AURORA HIGHLANDS, LLC

APPROVED:

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2024 by _____, as _____ of Aurora
Highlands, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Overlap Area

EXHIBIT B
Construction Plans

EXHIBIT C

Boring Plans