

**AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN
FOR**

**ASPEN BUSINESS PARK METROPOLITAN DISTRICT, AURORA CROSSROADS
METROPOLITAN DISTRICT NOS. 1-2, AND CROSSROADS EAST METROPOLITAN
DISTRICT**

CITY OF AURORA, COLORADO

Prepared

by

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I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Service Plans.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of

all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

ABP District: means the Aspen Business Park Metropolitan District.

AC District No. 1: means the Aurora Crossroads Metropolitan District No. 1.

AC District No. 2: means the Aurora Crossroads Metropolitan District No. 2.

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such

increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

CE District: means the Crossroads East Metropolitan District.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means any one of the Aspen Business Park Metropolitan District, Aurora Crossroads Metropolitan District No. 1 through 2, or Crossroads East Metropolitan District.

Districts: means ABP District, AC District No. 1 AC District No. 2, and CE District collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Maps.

Inclusion Area Boundary Maps: means the maps attached hereto as **Exhibit D**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Maps.

Initial District Boundary Maps: means the maps attached hereto as **Exhibits C-1, C-2, C-3, and C-4**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy: means the mill levy the Districts project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Operating District: means AC District No. 1.

Project: means the development or property commonly referred to as Aspen Business Park, Aurora Crossroads, and Crossroads East, collectively.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Maps and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

Taxing District: means ABP District, AC District No. 2, and CE District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately three hundred twenty-one (321) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately four hundred and thirty-nine (439) acres. Legal descriptions of the Initial District Boundaries and the Inclusion Area Boundaries are attached hereto as **Exhibits A-1, A-2, A-3, A-4 and D**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Initial District Boundaries are attached hereto as **Exhibit C-1, C-2, C-3 and C-4**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit D**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately four hundred and thirty-nine (439) acres of mixed-use land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The daytime population of the Districts at build-out is estimated to be approximately three thousand and thirty-five (3,035) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this Service Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire,

construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

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

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

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

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

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

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

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not

at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

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

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of One Hundred Sixty-One Million Five Hundred Thousand Dollars (\$161,500,000) in the aggregate; provided however, that any Debt issued by the Districts for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI. Notwithstanding anything herein to the contrary, AC District No. 1 shall not issue or incur Debt in excess of Forty-Five Million Dollars (\$45,000,000), which Debt shall only be issued in relation to the refinancing of the AC District No. 2 Limited Tax General Obligation Bonds, Series 2020A and the Subordinate Limited Tax General Obligation Bonds, Series 2020B, originally issued in the combined aggregate principal amount of \$45,000,000 on September 10, 2020 (the “AC District No. 2 Series 2020 Bonds”). Further, AC District No. 2 shall not issue additional Debt unrelated to the refinancing of the AC District No. 2 Series 2020 Bonds nor shall AC District No. 2 enter into any other financial obligations or intergovernmental agreements creating a financial obligation of AC District No. 2 with another governmental entity unless and until the property currently owned by JPMorgan Chase Bank, N.A., is excluded from AC District No. 2 and subsequently included into AC District No. 1.

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

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

13. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is between or among the Districts.

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

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

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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

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

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-15 above or in Section VII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Thirty-Five Million Dollars (\$135,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in

accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such

revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed One Hundred Sixty-One Million Five Hundred Thousand Dollars (\$161,500,000) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed One Hundred Sixty-One Million Five

Hundred Thousand Dollars (\$161,500,000) (exclusive of Debt issued for Regional Improvements described in Section VI above) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

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

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed

ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users as set for in Section VII.K below.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the Operating District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be Five Hundred Thousand Dollars (\$500,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Fifty Thousand Dollars (\$150,000) which is anticipated to be derived from property taxes and other revenues.

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

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the Districts as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

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

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit F**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit F** at their first Board meeting after their organizational elections. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit F** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
9. The creation of the District is in the best interests of the area proposed to be served.

Respectfully submitted this 2nd day of August, 2023.

By: White Bear Ankele Tanaka & Waldron
Attorneys for the Districts

EXHIBIT A-1

Legal Description for Aspen Business Park Metropolitan District

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GPS DERIVED BEARINGS BASED ON A BEARING OF S00°28'18"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, BETWEEN A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 T4S 2003 PLS 26294" IN RANGE BOX AT THE EAST QUARTER CORNER OF SAID SECTION 25 AND A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 36 31 T4S 2003 PLS NO 26294" IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 25 AS SHOWN HEREON.

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25 TO BEAR SOUTH 00°28'18" EAST, A DISTANCE OF 2645.39 FEET BETWEEN A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 T4S 2003 PLS 26294" IN RANGE BOX AT THE EAST QUARTER CORNER OF SAID SECTION 25 AND A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 36 31 T4S 2003 PLS NO 26294" IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 25.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, THENCE NORTH ALONG SAID SECTION LINE, NORTH 00°28'18" WEST, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 89°31'42" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. THENCE THE FOLLOWING 7 (SEVEN) COURSES:

1. THENCE SOUTH 89°30'58" WEST, A DISTANCE OF 1129.65 FEET;
2. THENCE NORTH 00°32'16" WEST, A DISTANCE OF 79.90 FEET;
3. THENCE NORTH 12°09'26" WEST, A DISTANCE OF 839.80 FEET;
4. THENCE SOUTH 79°40'19" WEST, A DISTANCE OF 478.74 FEET;
5. THENCE NORTH 14°32'01" WEST, A DISTANCE OF 793.32 FEET;
6. THENCE NORTH 89°30'51" EAST, A DISTANCE OF 1964.26 FEET;
7. THENCE SOUTH 00°28'18" EAST, A DISTANCE OF 1590.14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,401,215 SQ.FT. OR 55.12 ACRES, MORE OR LESS.

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

I, TOM WILLIS, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

TOM WILLIS
COLORADO P.L.S. #34991
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,555
DRAWN BY: T. HENDERSON
DATE: JANUARY 7, 2022



THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

EXHIBIT A-2

Legal Description for Aurora Crossroads Metropolitan District No. 1

AURORA CROSSROADS METROPOLITAN DISTRICT ONE
DIRECTOR PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, $S00^{\circ}02'02''W$ A DISTANCE OF 255.91 FEET; THENCE $N89^{\circ}57'58''W$ A DISTANCE OF 298.97 FEET TO THE POINT OF BEGINNING;
THENCE $S00^{\circ}02'00''W$ A DISTANCE OF 20.00 FEET;
THENCE $S87^{\circ}45'59''W$ A DISTANCE OF 20.00 FEET;
THENCE $N00^{\circ}02'00''E$ A DISTANCE OF 20.00 FEET;
THENCE $N87^{\circ}45'59''E$ A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES OR 400 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING ASSUMED TO BEAR $S89^{\circ}23'41''W$ AND BEING MONUMENTED BY A FOUND REBAR WITH 3" BRASS CAP PLS #16419 IN RANGE BOX AT THE WEST QUARTER CORNER AND A FOUND REBAR WITH 2" ALUMINUM CAP PLS #10945 AT THE CENTER QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
OCTOBER 30, 2020
303-431-6100

EXHIBIT A-3

Legal Description for Aurora Crossroads Metropolitan District No. 2

AURORA CROSSROADS METROPOLITAN DISTRICT TWO
DISTRICT PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF NORTHWEST QUARTER OF SAID SECTION 6, S00°02'02"W A DISTANCE OF 359.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, S00°02'02"W A DISTANCE OF 2266.79 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, S00°02'05"W A DISTANCE OF 1913.81 FEET TO THE NORTHEAST CORNER OF MCI SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. A6031275;

THENCE ALONG THE NORTHERLY LINE OF SAID MCI SUBDIVISION FILING NO. 1, THE NORTHERLY LINE OF IXC SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. A9130825 AND THE NORTHERLY LINE OF ENRON SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. A9152387, S89°29'57"W A DISTANCE OF 1184.50 FEET TO THE NORTHWEST CORNER OF SAID ENRON SUBDIVISION FILING NO. 1;

THENCE ALONG THE WESTERLY LINE OF SAID ENRON SUBDIVISION FILING NO. 1, S00°01'52"W A DISTANCE OF 703.46 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°29'57"W A DISTANCE OF 505.62 FEET TO A POINT ON THE EASTERLY LINE THE PARCEL OF LAND RECORDED AT RECEPTION NO. D9061041;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1) N00°18'49"W A DISTANCE OF 673.62 FEET;

2) THENCE S89°29'57"W A DISTANCE OF 928.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GUN CLUB ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°18'41"W A DISTANCE OF 756.59 FEET TO A POINT ON THE SOUTHERLY LINE OF E-470 PUBLIC HIGHWAY AUTHORITY PARCEL RECORDED AT RECEPTION NO. B1076982;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1) N89°41'11"E A DISTANCE OF 40.00 FEET;

2) THENCE N00°18'41"W A DISTANCE OF 1182.37 FEET;

3) THENCE N00°19'00"W A DISTANCE OF 266.23 FEET TO A POINT OF CURVATURE;

4) THENCE 297.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 748.51 FEET, A CENTRAL ANGLE OF 22°44'27", AND A CHORD WHICH BEARS N11°03'14"E A DISTANCE OF 295.14 FEET;

THENCE 17.75 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 01°36'34" AND A CHORD WHICH BEARS N45°29'54"E A DISTANCE OF 17.75 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 14.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°12'32" AND A CHORD WHICH BEARS N42°11'55"E A DISTANCE OF 14.31 FEET;

THENCE N38°05'39"E A DISTANCE OF 132.68 FEET TO A POINT OF CURVATURE;

THENCE 162.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 101.00 FEET, A CENTRAL ANGLE OF 92°09'12" AND A CHORD WHICH BEARS N84°10'15"E A DISTANCE OF 145.49 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 25.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 38.50 FEET, A CENTRAL ANGLE OF 37°36'35" AND A CHORD WHICH BEARS S68°33'27"E A DISTANCE OF 24.82 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 48.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 118.50 FEET, A CENTRAL ANGLE OF 23°33'53" AND A CHORD WHICH BEARS N80°51'19"E A DISTANCE OF 48.39 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 269.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 20°25'26" AND A CHORD WHICH BEARS N79°17'05"E A DISTANCE OF 268.06 FEET;

THENCE N89°29'48"E A DISTANCE OF 611.39 FEET;

THENCE N86°18'57"E A DISTANCE OF 237.57 FEET;

THENCE N71°57'01"E A DISTANCE OF 16.35 FEET TO A POINT OF CURVATURE;

THENCE 74.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 20°25'15" AND A CHORD WHICH BEARS N61°44'24"E A DISTANCE OF 74.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 56.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 32°14'57" AND A CHORD WHICH BEARS N67°39'15"E A DISTANCE OF 55.55 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 77.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 58°54'52" AND A CHORD WHICH BEARS N54°19'18"E A DISTANCE OF 73.77 FEET;

THENCE N24°51'51"E A DISTANCE OF 36.56 FEET;

THENCE 139.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 13°24'19" AND A CHORD WHICH BEARS N30°11'37"E A DISTANCE OF 139.01 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 90.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 754.50 FEET, A CENTRAL ANGLE OF 06°53'47" AND A CHORD WHICH BEARS N33°26'53"E A DISTANCE OF 90.76 FEET;

THENCE N30°00'00"E A DISTANCE OF 264.26 FEET TO A POINT OF CURVATURE;

THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N15°00'00"W A DISTANCE OF 35.36 FEET;

THENCE N60°00'00"W A DISTANCE OF 646.55 FEET TO A POINT OF CURVATURE;

THENCE 456.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 871.00 FEET, A CENTRAL ANGLE OF 30°00'00" AND A CHORD WHICH BEARS N75°00'00"W A DISTANCE OF 450.86 FEET;

THENCE N90°00'00"W A DISTANCE OF 302.95 FEET TO A POINT ON SAID E-470 PUBLIC HIGHWAY AUTHORITY PARCEL;

THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

- 1) N15°50'26"E A DISTANCE OF 22.56 FEET;
- 2) THENCE N44°59'59"E A DISTANCE OF 107.00 FEET TO A POINT OF CURVATURE;
- 3) THENCE 1278.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1712.95 FEET, A CENTRAL ANGLE OF 42°46'00" AND A CHORD WHICH BEARS N66°22'59"E A DISTANCE OF 1249.11 FEET;
- 4) THENCE N87°45'59"E A DISTANCE OF 511.84 FEET;

THENCE S00°02'00"W A DISTANCE OF 127.10 FEET;

THENCE S89°57'59"E A DISTANCE OF 219.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, S00°02'02"W A DISTANCE OF 255.91 FEET; THENCE N89°57'58"W A DISTANCE OF 298.97 FEET TO THE POINT OF BEGINNING;
THENCE S00°02'00"W A DISTANCE OF 20.00 FEET;
THENCE S87°45'59"W A DISTANCE OF 20.00 FEET;
THENCE N00°02'00"E A DISTANCE OF 20.00 FEET;
THENCE N87°45'59"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 209.256 ACRES OR 9,115,200 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING ASSUMED TO BEAR S89°23'41"W AND BEING MONUMENTED BY A FOUND REBAR WITH 3" BRASS CAP PLS #16419 IN RANGE BOX AT THE WEST QUARTER CORNER AND A FOUND REBAR WITH 2" ALUMINUM CAP PLS #10945 AT THE CENTER QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 29, 2020
303-431-6100

EXHIBIT A-4

Legal Description for Crossroads East Metropolitan District

AURORA CROSSROADS METROPOLITAN DISTRICT THREE
DISTRICT PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, S89°26'03"W A DISTANCE OF 2573.26 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POWHATON ROAD RECORDED AT RECEPTION NO. B8022077;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°21'00"W A DISTANCE OF 1304.37 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4;
THENCE ALONG SAID NORTHERLY LINE, N89°33'20"E A DISTANCE OF 636.28 FEET TO THE NORTHWEST CORNER OF AURORA PUMPING STATION NO. 3 SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. B8027702;
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINE OF SAID AURORA PUMPING STATION NO. 3 SUBDIVISION FILING NO. 1 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:
1) S00°27'00"E A DISTANCE OF 500.14 FEET;
2) THENCE N89°33'00"E A DISTANCE OF 1495.34 FEET;
3) THENCE N44°38'55"E A DISTANCE OF 623.26 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 4;
THENCE ALONG SAID EASTERLY LINE, S00°21'09"E A DISTANCE OF 1238.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 56.888 ACRES OR 2,478,029 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

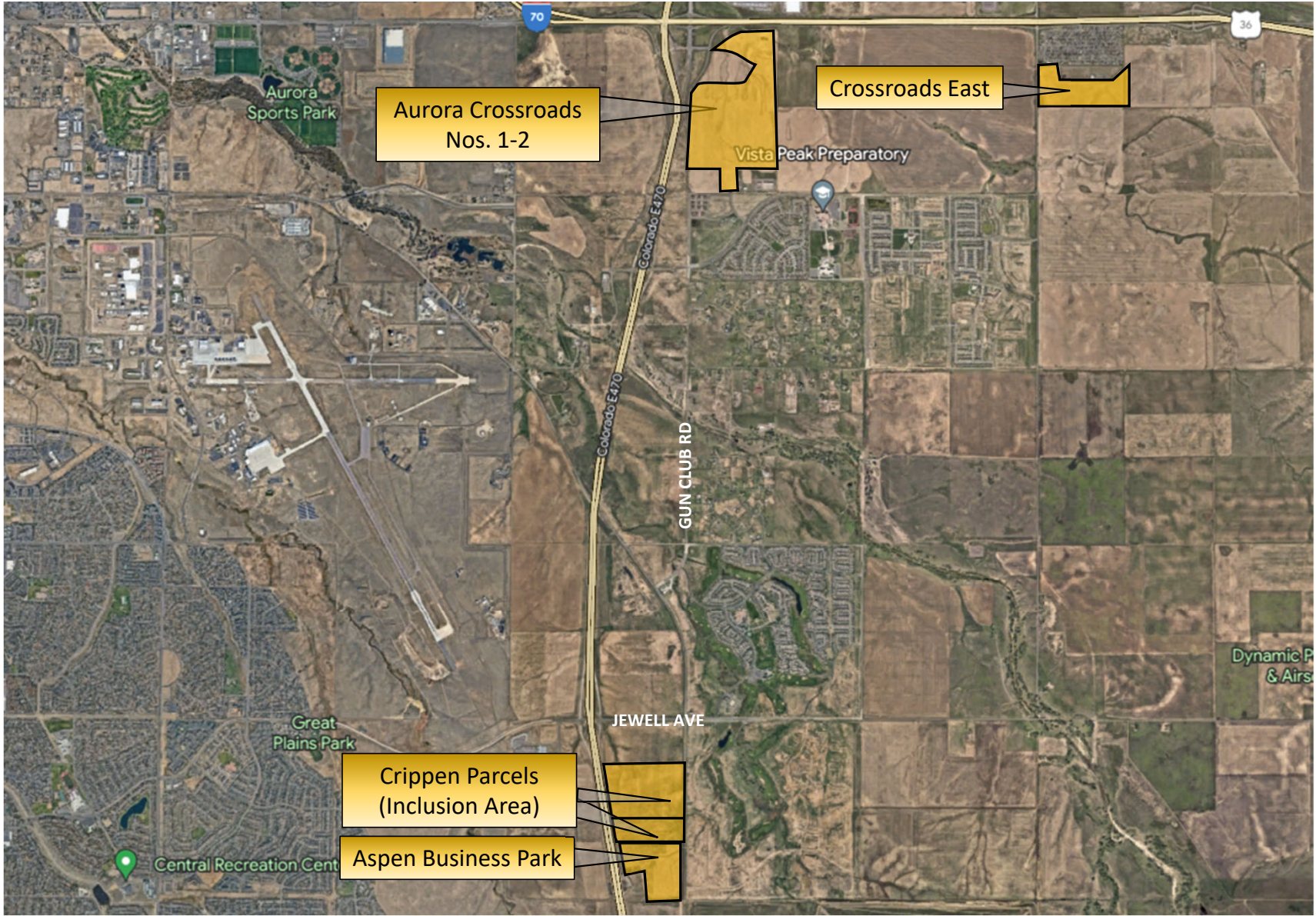
BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S89°26'03"W AND BEING MONUMENTED BY A FOUND 2" BRASS CAP SET IN CONCRETE PLS #4043 AT THE CENTER QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX ILLEGIBLE AT THE WEST QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
OCTOBER 30, 2020
303-431-6100

EXHIBIT B

Aurora Vicinity Map



Aurora Crossroads
Nos. 1-2

Crossroads East

Crippen Parcels
(Inclusion Area)

Aspen Business Park

Aurora Sports Park

Vista Peak Preparatory

Great Plains Park

Central Recreation Cent

Dynamic P & Airs

70

36

Colorado E-470

Colorado E-470

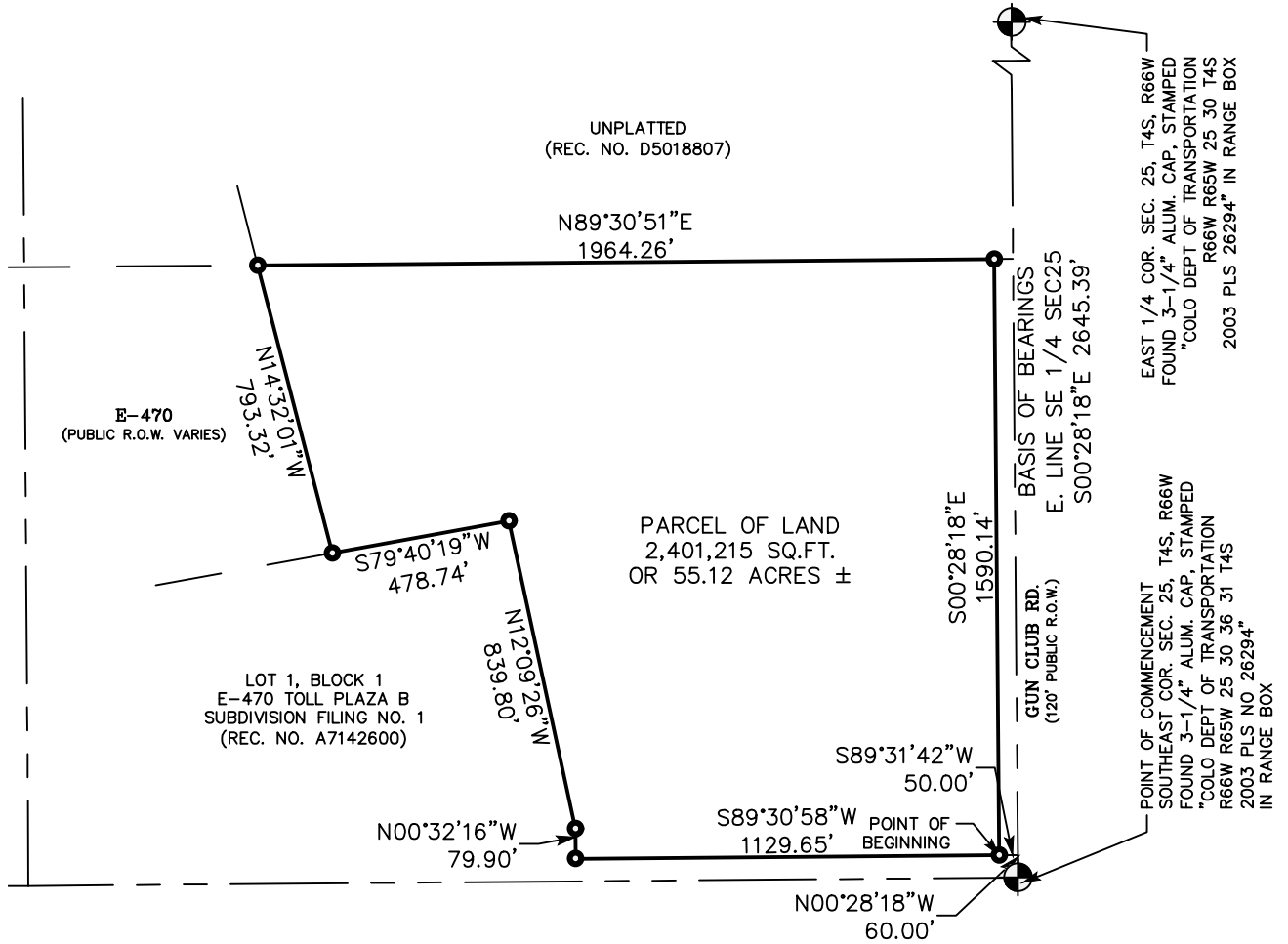
GUN CLUB RD

JEWELL AVE

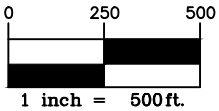
EXHIBIT C-1

Initial District Boundary Map for Aspen Business Park Metropolitan District

ILLUSTRATION FOR EXHIBIT A



GRAPHIC SCALE



THE ABOVE DESCRIBED PARCEL CONTAINS 2,401,215 SQUARE FEET OR (55.12 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PARCEL OF LAND, SITUATED IN THE SE 1/4
OF SECTION 25, T 4 S, R 66 W 6TH P.M., CITY
OF AURORA, ARAPAHOE COUNTY, COLORADO,

DRAWN BY: T. HENDERSON	SCALE: 1" = 500'	R.O.W. FILE NUMBER
CHECKED BY: JK/SS	DATE: 01/07/2022	JOB NUMBER: 21-77,555

EXHIBIT C-2

Initial District Boundary Map for Aurora Crossroads Metropolitan District No. 1

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 1
DIRECTOR PARCEL
SHEET 1 OF 1

POINT OF COMMENCEMENT

115' W.C.
 N1/4, SEC. 6, T4S, R65W, 6TH P.M.
 FOUND REBAR W/ 3-1/4" ALUM. CAP
 PLS #38318
 115' W.C.

INTERSTATE HIGHWAY 70

S00°02'02"W
 255.91'

POINT OF BEGINNING

N87°45'59"E 20.00'

N00°02'00"E 20.00'

ACMD 1
 DIRECTOR PARCEL

S87°45'59"W 20.00'

S00°02'00"W 20.00'

N89°57'58"W 298.97'

NW 1/4
 SECTION 6

NE 1/4
 SECTION 6

EASTERLY LINE NW 1/4 OF SECTION 6

W1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3" BRASS CAP
 PLS #16419
 IN RANGE BOX

S89°23'41"W (BASIS OF BEARING)

C1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #10945

DRAWING LOCATION: G:\HORV\19.1522-Aurora Crossroads - FDP\ENG\DISTRICT_FINAL VERSIONS\ACMD 1 - DIRECTOR PARCEL.dwg

OCTOBER 30, 2020

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

0 50 100
 SCALE: 1"=100'
 ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET



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EXHIBIT C-3

Initial District Boundary Map for Aurora Crossroads Metropolitan District No. 2

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 2
DISTRICT PARCEL
SHEET 1 OF 2

320' W.C., NE COR.,
 SEC. 6, T4S, R65W,
 6TH P.M. FOUND REBAR
 W/ 3-1/4" ALUM. CAP
 PLS #38318, 320' W.C.

ADAMS COUNTY
 ARAPAHOE COUNTY

EXCLUSION PARCEL 1

S00°02'00"W 127.10'
INTERSTATE HIGHWAY 70

POINT OF COMMENCEMENT
 115' W.C.
 N1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3-1/4" ALUM. CAP
 PLS #38318
 115' W.C.

S00°02'02"W 359.83'
POINT OF BEGINNING

NE 1/4
 SECTION 6

C1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #10945

POINT OF COMMENCEMENT
 N1/4, SEC. 6, T4S,
 R65W, 6TH P.M.
 115' W.C.

POINT OF BEGINNING
 N87°45'59"E 20.00'
 S00°02'02"W 255.91'

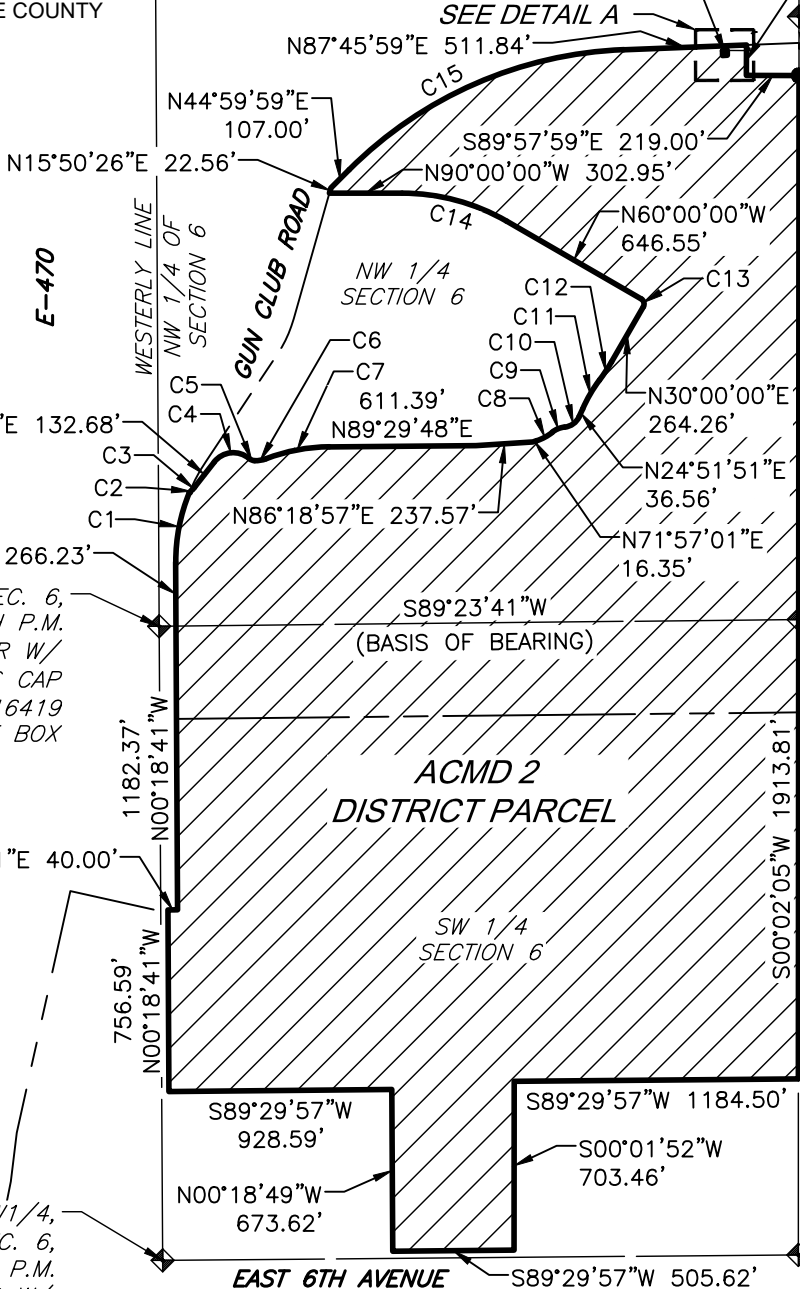
ACMD 1
 DIRECTOR
 PARCEL
 (EXCLUSION
 PARCEL)
 N89°57'58"W 298.97'
 N00°02'00"E 20.00'
 S87°45'59"W 20.00'
 S00°02'00"W 20.00'

DETAIL A
 SCALE: 1"=100'

S1/4, SW1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3-1/4" ALUM. CAP
 PLS #29430

W1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3" BRASS CAP
 PLS #16419
 IN RANGE BOX

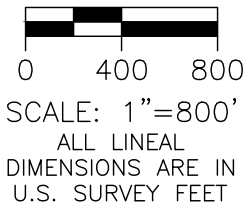
SW COR., NW1/4,
 SW1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #23527
 IN RANGE BOX



DRAWING LOCATION: G:\HORN\19.1522-Aurora Crossroads - FDP\ENG\DISTRICT_FINAL_VERSIONS\ACMD_2 - PARCEL.dwg

JULY 29, 2020

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



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METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 2
DISTRICT PARCEL
SHEET 2 OF 2

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	22°44'27"	748.51'	297.09'	N11°03'14"E	295.14'
C2	1°36'34"	632.00'	17.75'	N45°29'54"E	17.75'
C3	8°12'32"	100.00'	14.33'	N42°11'55"E	14.31'
C4	92°09'12"	101.00'	162.45'	N84°10'15"E	145.49'
C5	37°36'35"	38.50'	25.27'	S68°33'27"E	24.82'
C6	23°33'53"	118.50'	48.74'	N80°51'19"E	48.39'
C7	20°25'26"	756.00'	269.49'	N79°17'05"E	268.06'
C8	20°25'15"	210.00'	74.85'	N61°44'24"E	74.45'
C9	32°14'57"	100.00'	56.29'	N67°39'15"E	55.55'
C10	58°54'52"	75.00'	77.12'	N54°19'18"E	73.77'
C11	13°24'19"	595.50'	139.33'	N30°11'37"E	139.01'
C12	6°53'47"	754.50'	90.81'	N33°26'53"E	90.76'
C13	90°00'00"	25.00'	39.27'	N15°00'00"W	35.36'
C14	30°00'00"	871.00'	456.05'	N75°00'00"W	450.86'
C15	42°46'00"	1712.95'	1278.58'	N66°22'59"E	1249.11'

JULY 29, 2020

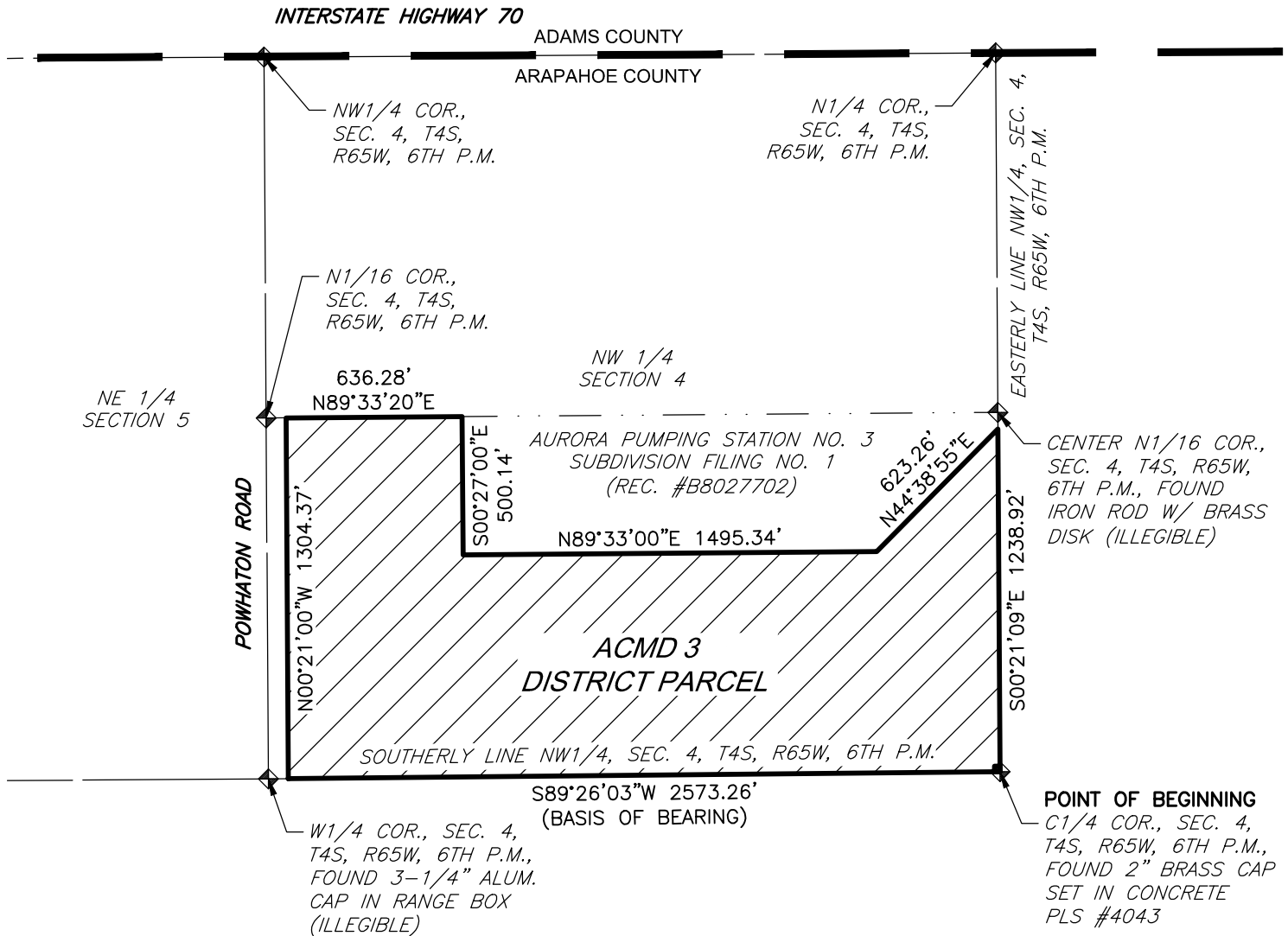


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EXHIBIT C-4

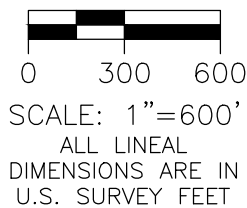
Initial District Boundary Map for Crossroads East Metropolitan District

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 3
DISTRICT PARCEL
SHEET 1 OF 1



DRAWING LOCATION: G:\HORN\19.1522-Aurora Crossroads - FDP\ENG\DISTRICT_FINAL_VERSIONS\ACMD_3 - PARCEL 2.dwg

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



OCTOBER 30, 2020

MARTIN/MARTIN
CONSULTING ENGINEERS

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EXHIBIT D

Inclusion Area Boundary Maps and Legal Descriptions

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GPS DERIVED BEARINGS BASED ON A BEARING OF S00°28'18"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, BETWEEN A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 T4S 2003 PLS 26294" IN RANGE BOX AT THE EAST QUARTER CORNER OF SAID SECTION 25 AND A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 36 31 T4S 2003 PLS NO 26294" IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 25 AS SHOWN HEREON.

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25 TO BEAR SOUTH 00°28'18" EAST, A DISTANCE OF 2645.39 FEET BETWEEN A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 T4S 2003 PLS 26294" IN RANGE BOX AT THE EAST QUARTER CORNER OF SAID SECTION 25 AND A FOUND 3-1/4" ALUM. CAP, STAMPED "COLO DEPT OF TRANSPORTATION R66W R65W 25 30 36 31 T4S 2003 PLS NO 26294" IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 25.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, THENCE NORTH ALONG SAID SECTION LINE, NORTH 00°28'18" WEST, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 89°31'42" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. THENCE THE FOLLOWING 7 (SEVEN) COURSES:

1. THENCE SOUTH 89°30'58" WEST, A DISTANCE OF 1129.65 FEET;
2. THENCE NORTH 00°32'16" WEST, A DISTANCE OF 79.90 FEET;
3. THENCE NORTH 12°09'26" WEST, A DISTANCE OF 839.80 FEET;
4. THENCE SOUTH 79°40'19" WEST, A DISTANCE OF 478.74 FEET;
5. THENCE NORTH 14°32'01" WEST, A DISTANCE OF 793.32 FEET;
6. THENCE NORTH 89°30'51" EAST, A DISTANCE OF 1964.26 FEET;
7. THENCE SOUTH 00°28'18" EAST, A DISTANCE OF 1590.14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,401,215 SQ.FT. OR 55.12 ACRES, MORE OR LESS.

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

I, TOM WILLIS, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

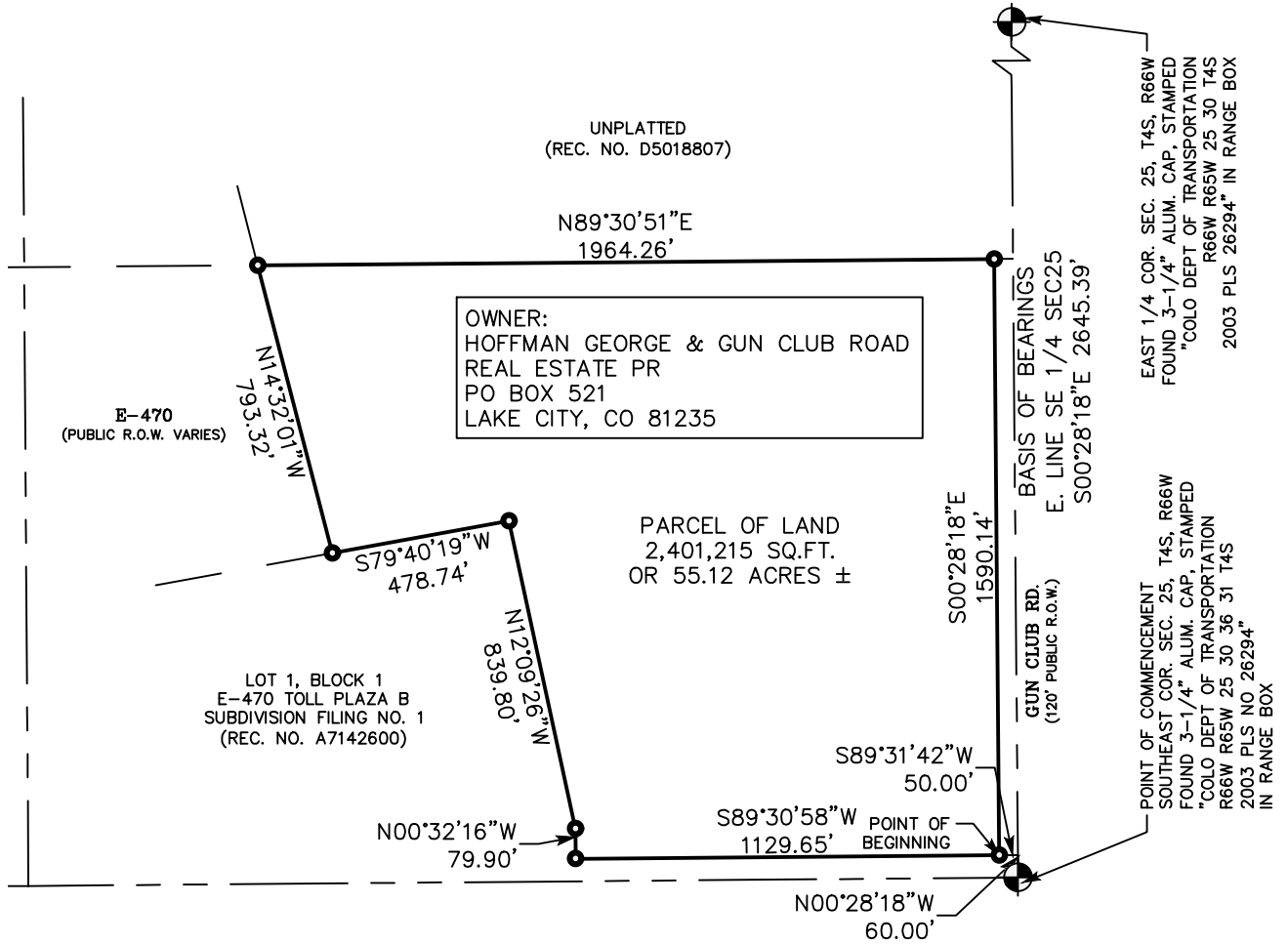
TOM WILLIS
COLORADO P.L.S. #34991
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,555
DRAWN BY: T. HENDERSON
DATE: JANUARY 7, 2022

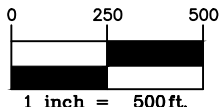


THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

ILLUSTRATION FOR EXHIBIT A



GRAPHIC SCALE



THE ABOVE DESCRIBED PARCEL CONTAINS 2,401,215 SQUARE FEET OR (55.12 ACRES) MORE OR LESS. This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO		A PARCEL OF LAND, SITUATED IN THE SE 1/4 OF SECTION 25, T 4 S, R 66 W 6TH P.M., CITY OF AURORA, ARAPAHOE COUNTY, COLORADO,	
DRAWN BY: T. HENDERSON	SCALE: 1" = 500'		R.O.W. FILE NUMBER
CHECKED BY: JK/SS	DATE: 01/07/2022		JOB NUMBER: 21-77,555

AURORA CROSSROADS METROPOLITAN DISTRICT ONE
DIRECTOR PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, $S00^{\circ}02'02''W$ A DISTANCE OF 255.91 FEET; THENCE $N89^{\circ}57'58''W$ A DISTANCE OF 298.97 FEET TO THE POINT OF BEGINNING;
THENCE $S00^{\circ}02'00''W$ A DISTANCE OF 20.00 FEET;
THENCE $S87^{\circ}45'59''W$ A DISTANCE OF 20.00 FEET;
THENCE $N00^{\circ}02'00''E$ A DISTANCE OF 20.00 FEET;
THENCE $N87^{\circ}45'59''E$ A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES OR 400 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING ASSUMED TO BEAR $S89^{\circ}23'41''W$ AND BEING MONUMENTED BY A FOUND REBAR WITH 3" BRASS CAP PLS #16419 IN RANGE BOX AT THE WEST QUARTER CORNER AND A FOUND REBAR WITH 2" ALUMINUM CAP PLS #10945 AT THE CENTER QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
OCTOBER 30, 2020
303-431-6100

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 1
DIRECTOR PARCEL
SHEET 1 OF 1

POINT OF COMMENCEMENT

115' W.C.
 N1/4, SEC. 6, T4S, R65W, 6TH P.M.
 FOUND REBAR W/ 3-1/4" ALUM. CAP
 PLS #38318
 115' W.C.

INTERSTATE HIGHWAY 70

S00°02'02"W
 255.91'

POINT OF BEGINNING

N87°45'59"E 20.00'

N00°02'00"E 20.00'

ACMD 1
 DIRECTOR PARCEL

S87°45'59"W 20.00'

S00°02'00"W 20.00'

N89°57'58"W 298.97'

NW 1/4
 SECTION 6

NE 1/4
 SECTION 6

EASTERLY LINE NW 1/4 OF SECTION 6

W1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3" BRASS CAP
 PLS #16419
 IN RANGE BOX

C1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #10945

S89°23'41"W (BASIS OF BEARING)

OCTOBER 30, 2020

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

0 50 100
 SCALE: 1"=100'
 ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET



MARTIN/MARTIN
 CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
 303.431.6100 MARTINMARTIN.COM

AURORA CROSSROADS METROPOLITAN DISTRICT TWO
DISTRICT PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF NORTHWEST QUARTER OF SAID SECTION 6, S00°02'02"W A DISTANCE OF 359.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, S00°02'02"W A DISTANCE OF 2266.79 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, S00°02'05"W A DISTANCE OF 1913.81 FEET TO THE NORTHEAST CORNER OF MCI SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. A6031275;

THENCE ALONG THE NORTHERLY LINE OF SAID MCI SUBDIVISION FILING NO. 1, THE NORTHERLY LINE OF IXC SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. A9130825 AND THE NORTHERLY LINE OF ENRON SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. A9152387, S89°29'57"W A DISTANCE OF 1184.50 FEET TO THE NORTHWEST CORNER OF SAID ENRON SUBDIVISION FILING NO. 1;

THENCE ALONG THE WESTERLY LINE OF SAID ENRON SUBDIVISION FILING NO. 1, S00°01'52"W A DISTANCE OF 703.46 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°29'57"W A DISTANCE OF 505.62 FEET TO A POINT ON THE EASTERLY LINE THE PARCEL OF LAND RECORDED AT RECEPTION NO. D9061041;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1) N00°18'49"W A DISTANCE OF 673.62 FEET;

2) THENCE S89°29'57"W A DISTANCE OF 928.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GUN CLUB ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°18'41"W A DISTANCE OF 756.59 FEET TO A POINT ON THE SOUTHERLY LINE OF E-470 PUBLIC HIGHWAY AUTHORITY PARCEL RECORDED AT RECEPTION NO. B1076982;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1) N89°41'11"E A DISTANCE OF 40.00 FEET;

2) THENCE N00°18'41"W A DISTANCE OF 1182.37 FEET;

3) THENCE N00°19'00"W A DISTANCE OF 266.23 FEET TO A POINT OF CURVATURE;

4) THENCE 297.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 748.51 FEET, A CENTRAL ANGLE OF 22°44'27", AND A CHORD WHICH BEARS N11°03'14"E A DISTANCE OF 295.14 FEET;

THENCE 17.75 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 632.00 FEET, A CENTRAL ANGLE OF 01°36'34" AND A CHORD WHICH BEARS N45°29'54"E A DISTANCE OF 17.75 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 14.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°12'32" AND A CHORD WHICH BEARS N42°11'55"E A DISTANCE OF 14.31 FEET;

THENCE N38°05'39"E A DISTANCE OF 132.68 FEET TO A POINT OF CURVATURE;

THENCE 162.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 101.00 FEET, A CENTRAL ANGLE OF $92^{\circ}09'12''$ AND A CHORD WHICH BEARS $N84^{\circ}10'15''E$ A DISTANCE OF 145.49 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 25.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 38.50 FEET, A CENTRAL ANGLE OF $37^{\circ}36'35''$ AND A CHORD WHICH BEARS $S68^{\circ}33'27''E$ A DISTANCE OF 24.82 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 48.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 118.50 FEET, A CENTRAL ANGLE OF $23^{\circ}33'53''$ AND A CHORD WHICH BEARS $N80^{\circ}51'19''E$ A DISTANCE OF 48.39 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 269.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF $20^{\circ}25'26''$ AND A CHORD WHICH BEARS $N79^{\circ}17'05''E$ A DISTANCE OF 268.06 FEET;

THENCE $N89^{\circ}29'48''E$ A DISTANCE OF 611.39 FEET;

THENCE $N86^{\circ}18'57''E$ A DISTANCE OF 237.57 FEET;

THENCE $N71^{\circ}57'01''E$ A DISTANCE OF 16.35 FEET TO A POINT OF CURVATURE;

THENCE 74.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF $20^{\circ}25'15''$ AND A CHORD WHICH BEARS $N61^{\circ}44'24''E$ A DISTANCE OF 74.45 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 56.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $32^{\circ}14'57''$ AND A CHORD WHICH BEARS $N67^{\circ}39'15''E$ A DISTANCE OF 55.55 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 77.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF $58^{\circ}54'52''$ AND A CHORD WHICH BEARS $N54^{\circ}19'18''E$ A DISTANCE OF 73.77 FEET;

THENCE $N24^{\circ}51'51''E$ A DISTANCE OF 36.56 FEET;

THENCE 139.33 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF $13^{\circ}24'19''$ AND A CHORD WHICH BEARS $N30^{\circ}11'37''E$ A DISTANCE OF 139.01 FEET TO A POINT OF REVERSE CURVATURE;

THENCE 90.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 754.50 FEET, A CENTRAL ANGLE OF $06^{\circ}53'47''$ AND A CHORD WHICH BEARS $N33^{\circ}26'53''E$ A DISTANCE OF 90.76 FEET;

THENCE $N30^{\circ}00'00''E$ A DISTANCE OF 264.26 FEET TO A POINT OF CURVATURE;

THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ AND A CHORD WHICH BEARS $N15^{\circ}00'00''W$ A DISTANCE OF 35.36 FEET;

THENCE $N60^{\circ}00'00''W$ A DISTANCE OF 646.55 FEET TO A POINT OF CURVATURE;

THENCE 456.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 871.00 FEET, A CENTRAL ANGLE OF $30^{\circ}00'00''$ AND A CHORD WHICH BEARS $N75^{\circ}00'00''W$ A DISTANCE OF 450.86 FEET;

THENCE $N90^{\circ}00'00''W$ A DISTANCE OF 302.95 FEET TO A POINT ON SAID E-470 PUBLIC HIGHWAY AUTHORITY PARCEL;

THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

- 1) $N15^{\circ}50'26''E$ A DISTANCE OF 22.56 FEET;
- 2) THENCE $N44^{\circ}59'59''E$ A DISTANCE OF 107.00 FEET TO A POINT OF CURVATURE;
- 3) THENCE 1278.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1712.95 FEET, A CENTRAL ANGLE OF $42^{\circ}46'00''$ AND A CHORD WHICH BEARS $N66^{\circ}22'59''E$ A DISTANCE OF 1249.11 FEET;
- 4) THENCE $N87^{\circ}45'59''E$ A DISTANCE OF 511.84 FEET;

THENCE $S00^{\circ}02'00''W$ A DISTANCE OF 127.10 FEET;

THENCE $S89^{\circ}57'59''E$ A DISTANCE OF 219.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, S00°02'02"W A DISTANCE OF 255.91 FEET; THENCE N89°57'58"W A DISTANCE OF 298.97 FEET TO THE POINT OF BEGINNING;
THENCE S00°02'00"W A DISTANCE OF 20.00 FEET;
THENCE S87°45'59"W A DISTANCE OF 20.00 FEET;
THENCE N00°02'00"E A DISTANCE OF 20.00 FEET;
THENCE N87°45'59"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 209.256 ACRES OR 9,115,200 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING ASSUMED TO BEAR S89°23'41"W AND BEING MONUMENTED BY A FOUND REBAR WITH 3" BRASS CAP PLS #16419 IN RANGE BOX AT THE WEST QUARTER CORNER AND A FOUND REBAR WITH 2" ALUMINUM CAP PLS #10945 AT THE CENTER QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 29, 2020
303-431-6100

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 2
DISTRICT PARCEL
SHEET 1 OF 2

320' W.C., NE COR.,
 SEC. 6, T4S, R65W,
 6TH P.M. FOUND REBAR
 W/ 3-1/4" ALUM. CAP
 PLS #38318, 320' W.C.

ADAMS COUNTY
 ARAPAHOE COUNTY

EXCLUSION PARCEL 1

S00°02'00"W 127.10'
INTERSTATE HIGHWAY 70

POINT OF COMMENCEMENT
 115' W.C.
 N1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3-1/4" ALUM. CAP
 PLS #38318
 115' W.C.

S00°02'02"W 359.83'
POINT OF BEGINNING

NE 1/4
 SECTION 6

C1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #10945

POINT OF COMMENCEMENT
 N1/4, SEC. 6, T4S,
 R65W, 6TH P.M.
 115' W.C.

POINT OF BEGINNING
 N87°45'59"E 20.00'
 S00°02'02"W 255.91'

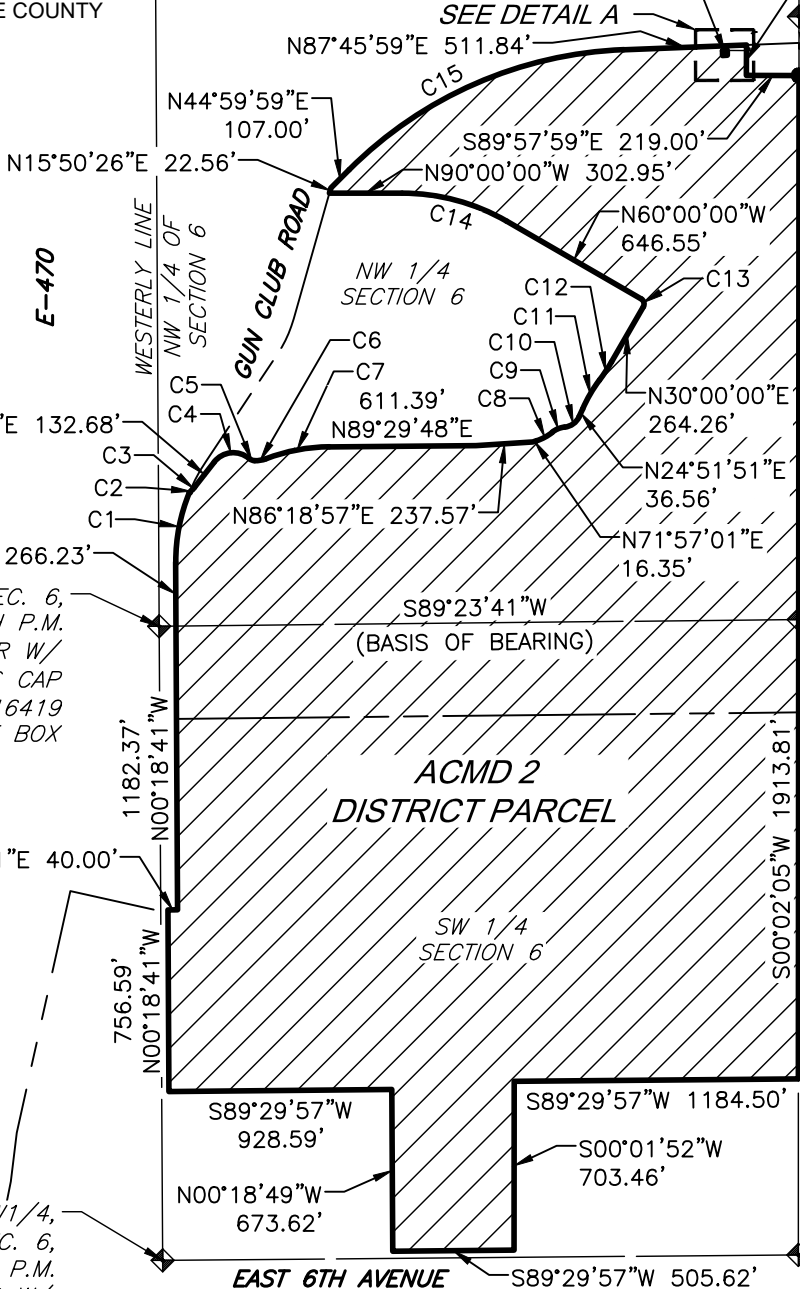
ACMD 1
 DIRECTOR
 PARCEL
 (EXCLUSION
 PARCEL)
 N89°57'58"W 298.97'
 N00°02'00"E 20.00'
 S87°45'59"W 20.00'
 S00°02'00"W 20.00'

DETAIL A
 SCALE: 1"=100'

S1/4, SW1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3-1/4" ALUM. CAP
 PLS #29430

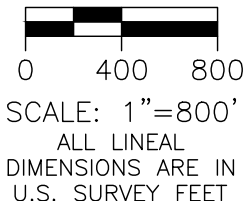
W1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 3" BRASS CAP
 PLS #16419
 IN RANGE BOX

SW COR., NW1/4,
 SW1/4, SEC. 6,
 T4S, R65W, 6TH P.M.
 FOUND REBAR W/
 2" ALUM. CAP
 PLS #23527
 IN RANGE BOX



DRAWING LOCATION: G:\HORN\19.1522-Aurora Crossroads - FDP\ENG\DISTRICT_FINAL_VERSIONS\ACMD_2 - PARCEL.dwg

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



JULY 29, 2020

MARTIN/MARTIN
 CONSULTING ENGINEERS

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METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 2
DISTRICT PARCEL
SHEET 2 OF 2

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	22°44'27"	748.51'	297.09'	N11°03'14"E	295.14'
C2	1°36'34"	632.00'	17.75'	N45°29'54"E	17.75'
C3	8°12'32"	100.00'	14.33'	N42°11'55"E	14.31'
C4	92°09'12"	101.00'	162.45'	N84°10'15"E	145.49'
C5	37°36'35"	38.50'	25.27'	S68°33'27"E	24.82'
C6	23°33'53"	118.50'	48.74'	N80°51'19"E	48.39'
C7	20°25'26"	756.00'	269.49'	N79°17'05"E	268.06'
C8	20°25'15"	210.00'	74.85'	N61°44'24"E	74.45'
C9	32°14'57"	100.00'	56.29'	N67°39'15"E	55.55'
C10	58°54'52"	75.00'	77.12'	N54°19'18"E	73.77'
C11	13°24'19"	595.50'	139.33'	N30°11'37"E	139.01'
C12	6°53'47"	754.50'	90.81'	N33°26'53"E	90.76'
C13	90°00'00"	25.00'	39.27'	N15°00'00"W	35.36'
C14	30°00'00"	871.00'	456.05'	N75°00'00"W	450.86'
C15	42°46'00"	1712.95'	1278.58'	N66°22'59"E	1249.11'

JULY 29, 2020



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 303.431.6100 MARTINMARTIN.COM

AURORA CROSSROADS METROPOLITAN DISTRICT THREE
DISTRICT PARCEL

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, SAID POINT BEING THE POINT OF BEGINNING, THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER, S89°26'03"W A DISTANCE OF 2573.26 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POWHATON ROAD RECORDED AT RECEPTION NO. B8022077;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°21'00"W A DISTANCE OF 1304.37 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 4;
THENCE ALONG SAID NORTHERLY LINE, N89°33'20"E A DISTANCE OF 636.28 FEET TO THE NORTHWEST CORNER OF AURORA PUMPING STATION NO. 3 SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. B8027702;
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINE OF SAID AURORA PUMPING STATION NO. 3 SUBDIVISION FILING NO. 1 THE FOLLOWING THREE (3) CONSECUTIVE COURSES:
1) S00°27'00"E A DISTANCE OF 500.14 FEET;
2) THENCE N89°33'00"E A DISTANCE OF 1495.34 FEET;
3) THENCE N44°38'55"E A DISTANCE OF 623.26 FEET TO A POINT ON THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 4;
THENCE ALONG SAID EASTERLY LINE, S00°21'09"E A DISTANCE OF 1238.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 56.888 ACRES OR 2,478,029 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S89°26'03"W AND BEING MONUMENTED BY A FOUND 2" BRASS CAP SET IN CONCRETE PLS #4043 AT THE CENTER QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX ILLEGIBLE AT THE WEST QUARTER CORNER.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
OCTOBER 30, 2020
303-431-6100

METROPOLITAN DISTRICT MAP
AURORA CROSSROADS METROPOLITAN DISTRICT 3
DISTRICT PARCEL
SHEET 1 OF 1

INTERSTATE HIGHWAY 70

ADAMS COUNTY

ARAPAHOE COUNTY

NW1/4 COR.,
 SEC. 4, T4S,
 R65W, 6TH P.M.

N1/4 COR.,
 SEC. 4, T4S,
 R65W, 6TH P.M.

N1/16 COR.,
 SEC. 4, T4S,
 R65W, 6TH P.M.

EASTERLY LINE NW1/4, SEC. 4,
 T4S, R65W, 6TH P.M.

NE 1/4
 SECTION 5

636.28'
 N89°33'20"E

NW 1/4
 SECTION 4

POWHATON ROAD

N00°21'00"W 1304.37'
 N00°21'00"W 500.14'

AURORA PUMPING STATION NO. 3
 SUBDIVISION FILING NO. 1
 (REC. #B8027702)

N89°33'00"E 1495.34'

623.26'
 N44°38'55"E

CENTER N1/16 COR.,
 SEC. 4, T4S, R65W,
 6TH P.M., FOUND
 IRON ROD W/ BRASS
 DISK (ILLEGIBLE)

ACMD 3
 DISTRICT PARCEL

SOUTHERLY LINE NW1/4, SEC. 4, T4S, R65W, 6TH P.M.

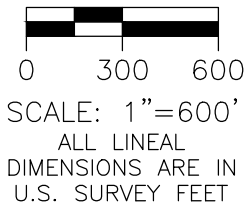
S89°26'03"W 2573.26'
 (BASIS OF BEARING)

W1/4 COR., SEC. 4,
 T4S, R65W, 6TH P.M.,
 FOUND 3-1/4" ALUM.
 CAP IN RANGE BOX
 (ILLEGIBLE)

POINT OF BEGINNING
 C1/4 COR., SEC. 4,
 T4S, R65W, 6TH P.M.,
 FOUND 2" BRASS CAP
 SET IN CONCRETE
 PLS #4043

DRAWING LOCATION: G:\HORN\19.1522-Aurora Crossroads - FDP\ENG\DISTRICT_FINAL_VERSIONS\ACMD_3 - PARCEL 2.dwg

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



OCTOBER 30, 2020

MARTIN/MARTIN
 CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
 303.431.6100 MARTINMARTIN.COM

Parcel No. 1975-25-4-00-006

Approximately 86.6 acres generally located in that part of sec 25-4-66 Desc As Beg 330.66 Ft S Of E 1/4 Corner Of Sd Sec Th W 2180.39 Ft Th Nw 341.11 Ft 738.52 Ft 195.74 Ft & 401.06 Ft To A Pt On N Line Of S 1/2 Of Ne 1/4 Of Sd Sec Th E To Ne Cor Of Sd Sec Th S To Beg Ex Road & Ex M/R's Sec 25-4-66 in Arapahoe County, State of Colorado.



Parcel No. 1975-25-4-00-006

Approximately 31.46 acres generally located in that part of Se 1/4 Of Sec 25-4-66 Desc As Beg 330.66 Ft S Of E 1/4 Corner Of Sd Sec Th W 2180.39 Ft Th Se 682.6 Ft Th E To A Pt On E Line Of Sd Sec Th N To Beg Ex Road & Ex M/R's Sec 25-4-66 in Arapahoe County, State of Colorado.



EXHIBIT E

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *[District name]* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>[District name]</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>[project name]</i> located the City of Aurora, Colorado and described further in the District’s Service Plan. A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District’s Total Debt Issuance Authorized per District’s Service Plan:	\$161,500,000
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. <i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i>
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance</i>

	<i>obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$ _____ Debt Mill Levy is 50 mills
 Operations and Maintenance Mill Levy is _____ mills
Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$ _____ x .0715 = \$ _____ (Assessed Valuation)
 \$ _____ x .060 mills = \$ _____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$ _____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT F

Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO,
ASPEN BUSINESS PARK METROPOLITAN DISTRICT,
AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1,
AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2,
AND CROSSROADS EAST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and among the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and ASPEN BUSINESS PARK METROPOLITAN DISTRICT, AURORA CROSSROADS METROPOLITAN DISTRICT NO. 1, AURORA CROSSROADS METROPOLITAN DISTRICT NO. 2, and CROSSROADS EAST METROPOLITAN DISTRICT, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the City on September 25, 2023 (“Service Plan”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

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

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities,

paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

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

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

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

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

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

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

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

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

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

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

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Sixty-One Million Five Hundred Thousand Dollars (\$161,500,000) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan. Notwithstanding anything herein to the contrary, AC District No. 1 shall not issue or incur Debt in excess of Forty-Five Million Dollars (\$45,000,000), which Debt shall only be issued in relation to the refinancing of the AC District No. 2 Limited Tax General Obligation Bonds, Series 2020A and the Subordinate Limited Tax General Obligation Bonds, Series 2020B, originally issued in the combined aggregate principal amount of \$45,000,000 on September 10, 2020 (the "AC District No. 2 Series 2020 Bonds"). Further, AC District No. 2 shall not issue additional Debt unrelated to the refinancing of the AC District No. 2 Series 2020 Bonds nor shall AC District No. 2 enter into any other financial obligations or intergovernmental agreements creating a financial obligation of AC District No. 2 with another governmental entity unless and until the property currently owned by JPMorgan Chase Bank, N.A., is excluded from AC District No. 2 and subsequently included into AC District No. 1.

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

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

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

14. Consolidation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is between or among the Districts.

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

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

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

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

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually

update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

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

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

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

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and

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

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

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

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

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

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

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

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

To the Districts: Aspen Business Park Metropolitan District
Aurora Crossroads Metropolitan District No. 1
Aurora Crossroads Metropolitan District No. 2
Crossroads East Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
21554 E. Commons Ave., Suite 2000
Attn: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

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

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

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

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of

all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

ASPEN BUSINESS PARK METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

AURORA CROSSROADS METROPOLITAN
DISTRICT NO. 1

By: _____
President

Attest:

Secretary

AURORA CROSSROADS METROPOLITAN
DISTRICT NO. 2

By: _____
President

Attest:

Secretary

CROSSROADS EAST METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney