

**AMENDED AND RESTATED 64TH AVE. ARI AUTHORITY ESTABLISHMENT
AGREEMENT**

This **AMENDED AND RESTATED 64TH AVE. ARI AUTHORITY** (“64th Ave. ARI Authority”) **ESTABLISHMENT AGREEMENT** (“Agreement”) is entered into to be effective as of July 28, 2020 between and among, **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 6, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 8, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 9, COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 10, AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11 (“CIC DISTRICTS”), HM METROPOLITAN DISTRICT NO. 2 (“HM DISTRICT”), VELOCITY METROPOLITAN DISTRICT NO. 4, VELOCITY METROPOLITAN DISTRICT NO. 5, AND VELOCITY METROPOLITAN DISTRICT NO 6 (“VELOCITY DISTRICTS”)** all quasi-municipal corporations and political subdivisions of the State of Colorado (each a “District” or referred to individually herein as a “Party” and collectively, the “Districts” and also collectively referred to herein as the “Parties”).

RECITALS

- A. Each of the Districts has a Service Plan or Service Plan Amendment approved by the City prior to the date of execution of this Agreement (the “Service Plan or Service Plans”).
- B. Each Service Plan includes provisions authorizing each District to provide, plan for, finance, acquire, construct, install, maintain, relocate and/or redevelop, inter alia, 64th Ave. Regional Improvements (defined herein), to serve each District’s respective service area (all defined terms used in this Agreement shall have the meaning set forth in the Service Plans unless otherwise specifically defined herein).
- C. In order to fund the 64th Ave. Regional Improvements and the overhead and administrative costs related to them, each District is contractually obligated to impose the Aurora Regional Improvements Mill Levy (“ARI Mill Levy”).
- D. Each District is authorized to issue debt for the funding of Regional Improvements, of which the 64th Ave. Regional Improvements are a part, in an amount set forth in each District’s respective Service Plan.
- E. Each of the Districts has the authority of its electors to enter into one or more intergovernmental agreements with the state or any political subdivision of the state for the purpose of jointly financing the costs of any public improvements, facilities, systems, programs, or projects which the Districts may lawfully provide, or for the purpose of providing for the operations and maintenance of the Districts and facilities and properties, which agreement may constitute a multiple-fiscal year obligation of the Districts to the extent provided therein.
- F. In order for a District with an Approved Development Plan (defined herein) to participate in the planning and control of funding for the 64th Ave. Regional Improvements, a

District may enter into this Agreement with a minimum of two (2) other Title 32 “Special Districts” from two (2) or more Approved Development Plan areas.

G. CIC Districts, HM District, and Velocity Districts are each from a different Approved Development Plan area for a total of three (3) Approved Development Plan areas in aggregate.

H. CIC Metropolitan District No. 11, HM District and the Velocity Districts entered into that certain 64th Ave. ARI Authority Establishment Agreement on April 7, 2020 (the “Establishment Agreement”).

I. In order for the Establishment Agreement to establish the 64th Ave. ARI Authority, as an authority for purposes of the Service Plans, the opportunity to be a party to the Agreement is required to be offered to the City.

J. The opportunity to be a party to this Agreement and to be a member of the Authority was offered to the City and the City has declined the opportunity to become a party to this Agreement or a member of the Authority and the City has acknowledged the obligation to provide them the opportunity as required under the Service Plans for each of the Districts has been met.

K. Pursuant to Section 29-1-203 and 29-1-203.5, C.R.S., the Districts may cooperate or contract with one another to provide any function, service or facility each of the Districts are lawfully authorized to provide, may form a separate legal entity to do so, and that separate legal entity shall be authorized to issue debt.

L. All the Districts hereto desire to expand the number of participating local governments in the 64th Ave. ARI Authority to include all of the CIC Districts, which shall plan for, design, finance, acquire, construct, maintain, and install, the widening of the 64th Avenue bridge over E-470 and the extension of 64th Ave. from E-470 to Jackson Gap (the “64th Ave. Regional Improvements”).

M. The Districts acknowledge the stated objectives in the Aurora Places Comprehensive Plan adopted by the City in September, 2018 (“Aurora Places Comp Plan”) include a focus on prioritized infrastructure and transportation opportunities that will benefit the area’s development, which area includes the Authority Service Area.

N. The Districts desire to proceed with the 64th Ave. Regional Improvements in furtherance of several of the stated objectives in the Aurora Places Comp Plan, including the articulated focus on prioritized infrastructure and transportation opportunities.

O. The Aurora Places Comp Plan sets forth an objective of seeking alternative methods of funding needed infrastructure and the Districts support the financing of the 64th Ave. Regional Improvements as an alternative method of funding in furtherance of this stated objective.

P. The Districts desire to take advantage of the City’s proximity to the Denver International Airport and the new economic opportunities, as noted in the Aurora Places Comp

Plan, including but not limited to job creation and industrial development that can result from this proximity by the acceleration of the completion of the 64th Ave. Regional Improvements.

Q. The Districts also desire, for the community benefit, the acceleration of the installation of the trails, open space and other public spaces that are included in the Final Development Plans associated with the property within the Authority Service Area which will result, in part, from the accelerated completion of the 64th Ave. Regional Improvements.

R. The Districts have determined proceeding with the 64th Ave. Regional Improvements advances the mutual goals of the City and the Districts to achieve the 64 Ave. Corridor's Community Benefits of creating Great Places, Connecting Places and Workforce Development.

S. Each of the Districts has, prior to the execution of this Agreement, advanced funds or caused funds to be advanced, towards the establishment of the 64th Ave. ARI Authority and towards the design, planning and engineering of the 64th Ave. Regional Improvements and anticipate advancing additional funds for this purpose until such time as the 64th Ave. ARI Authority issues bonds (the "District Project Cost Advances").

T. All of the Districts are entering into this Agreement in reliance on the intention that the 64th Ave. ARI Authority will proceed as expeditiously as possible to issue bonds in an amount sufficient to fund all of the necessary estimated costs of the 64th Ave. Regional Improvements, including the reimbursement of all District Project Cost Advances, and the bond issuance will include a Bond Trustee (respectively, the "Authority Bonds" and the "Bond Trustee").

U. Each of the Districts has determined it necessary and convenient, to achieve the purposes of this Agreement, to authorize the 64th Ave. ARI Authority to exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S.

V. All of the Districts have agreed to pledge their ARI Mill Levies, as further set forth herein below, towards the financing of the 64th Ave. Regional Improvements.

W. The Districts have been in discussions with the City regarding the possible commitment of the City to share certain use taxes and lodger taxes, as more specifically described and set forth herein below, towards the financing of the 64th Ave. Regional Improvements (the "City Contribution Agreement").

X. The Districts desire to set forth the duties and powers of the 64th Ave. ARI Authority and its Board of Directors and to fund the 64th Ave. Regional Improvements, including, but not limited to, the reimbursement of the District Project Cost Advances.

DEFINITIONS

"64th Ave. ARI Authority" or "Authority" has the meaning set forth in Section 1 hereof.

“64th Ave. Regional Improvements” has the meaning set forth in Recital L hereof and is further described in the Master Plan, the total cost of which shall not exceed \$45,000,000 without a written amendment to this Agreement authorized, approved and executed by all Parties.

“ARI Mill Levy” means the Aurora Regional Improvements Mill Levy that is imposed and collected by each District pursuant to its Service Plan.

“ARI Mill Levy Revenue” has the meaning set forth in Section 12(d) hereof.

“Accountant” means Simmons & Wheeler, P.C.

“Act” means the Colorado Special District Act, Article I, Title 32, C.R.S., as amended.

“Adams County Contribution” has the meaning set forth in Section 9(a) hereof.

“Agreement” means this Amended and Restated 64th Ave. ARI Authority Establishment Agreement, as it may be amended from time to time.

“Alternate” has the meaning set forth in Section 3(b) hereof.

“Annual Operating Funds” has the meaning set forth in Section 6(c)(i).

“Approved Development Plan” means a development plan, approved by the City, which identifies, among other things, Public Improvements necessary for facilitating development within each District’s respective service area.

“Authority Bonds” has the meaning set forth in Recital T and more specifically described in Section 9 hereof.

“Authority Service Area” has the meaning set forth in Section 1 hereof.

“Board” means the Board of Directors of the 64th Ave. ARI Authority.

“Board Meeting” or **“Meeting”** means a Board Meeting (either a regular Board Meeting or a special Board Meeting) as set forth in Section 3(e) hereof.

“Bond Attorney” means Ballard Spahr LLP.

“Bond Trustee” has the meaning set forth in Recital T hereof.

“C.R.S.” means the Colorado Revised Statutes.

“City” means the City of Aurora.

“City Contribution Agreement” means the agreement to be entered into between the 64th Ave. ARI Authority and the City pursuant to which the City will contribute the Shared City Use Taxes and Lodgers Taxes.

“CIC ARI Mill Levy Revenue” means the ARI Mill Levy Revenue collected from the CIC Authority Area.

“CIC Authority Area” means the portion of the Authority Service Area containing the property to be included in one of the CIC Districts as generally depicted on Exhibit A.

“CIC Districts” means the Colorado International Center Metropolitan District No. 6, Colorado International Center Metropolitan District No. 7, Colorado International Center Metropolitan District No. 8, Colorado International Center Metropolitan District No. 9, Colorado International Center Metropolitan District No. 10, and Colorado International Center Metropolitan District No. 11.

“CIC District Directors” means the six (6) Director appointed by the CIC Districts to the Board, with one (1) Director appointed by each of the CIC Districts.

“City Lodgers Tax” means the 8.0% City Lodgers Tax generated and collected within the Authority Service Area.

“City Ordinances” means Ordinances adopted by the City Council in accordance with the City’s rules and procedures.

“City Use Tax” means the net Use Tax rate of 3.5%, after deduction of the City’s dedicated .25% of the total 3.75% Use Tax rate generated within the Authority Service Area.

“Construction and Warranty Period” means the first thirty-six (36) months from the first day of the month following the date of execution of this Agreement.

“District Advances” means the District Project Cost Advances and the Monthly Cost Advances as more specifically described in Section 7 hereof.

“Districts Funding Deposit” has the meaning set forth in Section 9(d) hereof.

“Director” means a person who has been appointed to the Board by any of the Districts.

“Directors” shall mean the CIC District Directors, the HM District Director, and the Velocity District Directors.

“Districts” mean CIC Districts, HM Metropolitan District No. 2; and Velocity Districts.

“District Project Cost Advances” has the meaning set forth in Recital S hereof and more specifically described in Section 7 hereof.

“E-470 Contribution” has the meaning set forth in Section 9(b) hereof.

“Establishment Agreement” means that certain 64th Ave. ARI Authority Establishment Agreement dated April 7, 2020 by and between Colorado International Center Metropolitan District No. 11, HM Metropolitan District No. 2, and Velocity Metropolitan District No. 4, Velocity Metropolitan District No. 5, and Velocity Metropolitan District No. 6.

“Events of Default” means those events described in Section 23 hereof.

“HM ARI Mill Levy Revenue” means the ARI Mill Levy Revenue collected from the HM Authority Area.

“HM Authority Area” means the portion of the HM District’s service area included in the Authority Service Area as generally depicted on Exhibit B.

“HM District” means the HM Metropolitan District No. 2.

“HM District Director” means the one (1) Director appointed by the HM District to the Board.

“Master Plan” or **“Plan”** means a master plan for the Regional Improvements adopted by the 64th Ave. ARI Authority pursuant to the Service Plans of the Districts and as may be amended by the Board from time to time.

“Monthly Project Cost Advances” has the meaning set forth in Section 7 hereof.

“Net Revenue” has the meaning set forth in Section 9(c)(i) hereof.

“Operating Expenses” has the meaning set forth in Section 6(a) hereof.

“Operating Shortfall” has the meaning set forth in Section 6(d) hereof.

“Operating Shortfall Advances” has the meaning set forth in Section 6(d) hereof.

“Parties” means the Districts.

“Present at a Meeting” or **“Present”** means either physically present at a Board Meeting or attending a Board Meeting via video conference or telephone conference or some other electronic device.

“Project Budget” has the meaning set forth in Section 9 herein.

“Project Costs” means the costs properly attributable to the 64th Ave. Regional improvements or any part thereof, including reimbursement or payment of such costs incurred by the Parties prior to the organization of the Authority, including without limitation:

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;

(d) the costs of surveys, appraisals, plans, designs, specifications, and estimates;

(e) the costs, fees, and expenses of printers, engineers, architects, construction management, financial consultants, market researchers, accountants, legal advisors, or other agents or employees;

(f) the costs of publishing, reproducing, posting, mailing, or recording documents;

(g) the costs of contingencies or reserves;

(h) the costs of repaying any short-term financing, construction loans, and other temporary loans, and of the incidental expenses incurred in connection with such loans;

(i) the costs of acquiring any property, rights, easements, licenses, privileges, agreements, and franchises;

(j) the costs of demolition, removal, and relocation;

(k) the costs of organizing the Authority and amending the Districts' Service Plans; and

(l) all other lawful costs as determined by the Board.

"Quorum" has the meaning set forth in Section 3(f) hereof.

"Quorum Vote" has the meaning set forth in Section 3(j) hereof.

"Service Plan" or **"Service Plans"** has the meaning set forth in Recital A hereof.

"Shared City Use Taxes and Lodgers Taxes" means 35% of the City Use Tax and 31% of the City Lodgers Tax (less an amount from the City Lodgers Tax equal to 12.5% of the preceding years receipts for the Visitors' Promotion Program pursuant to City Code Section 130-169), all as more specifically set forth in the City Contribution Agreement.

"Special Districts" means special districts organized pursuant to the Act.

"Unanimous Voting Requirement Matters" has the meaning set forth in Section 3(i) hereof.

"Target Annual Operating Funds" has the meaning set forth in Section 6(a) hereof.

"Velocity ARI Mill Levy Revenue" means the ARI Mill Levy Revenue collected from the Velocity Authority Area.

"Velocity Authority Area" means the portion of the Authority Service Area containing the property to be included in one of the Velocity Districts as generally depicted on Exhibit C.

“**Velocity Districts**” mean Velocity Metropolitan District No. 4, Velocity Metropolitan District No. 5, and Velocity Metropolitan District No. 6.

“**Velocity District Directors**” mean the three (3) Directors appointed by the Velocity Districts to the Board, with one (1) Director appointed by each of the Velocity Districts.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Districts herein, the Districts agree as follows:

COVENANTS AND AGREEMENTS

1. **Establishment of the 64th Ave. ARI Authority; Authority Service Area.**

Pursuant to Section 29-1-203 and 29-1-203.5, C.R.S., as of April 7, 2020 and by the Establishment Agreement, a separate legal entity and political subdivision and public corporation of the State of Colorado known as the 64th Ave. ARI Authority was created (“**64th Ave. ARI Authority**” or “**Authority**”). Pursuant to the Establishment Agreement and this Agreement the 64th Ave. ARI Authority is an independent legal entity and public corporation separate and distinct from the Parties. The service area of the Authority consists of the combination of the CIC Authority Area, HM Authority Area, and Velocity Authority Area (the “**Authority Service Area**”).

2. **Powers and Purposes.** The purpose of the 64th Ave. ARI Authority is to affect the development of the 64th Ave. Regional Improvements, in whole or in part, for the benefit of the Districts and their inhabitants, and others.

(a) **Functions, Services and General Powers.** The functions, services and general powers of the 64th Ave. ARI Authority are, to the extent permitted by law, as follows:

(i) To plan, design, acquire, construct, install, maintain, relocate and/or redevelop and finance the 64th Ave. Regional Improvements;

(ii) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the authorized purposes of the 64th Ave. ARI Authority;

(iii) To conduct its business and affairs for the benefit of the Districts and the City and their inhabitants and others, in the discretion of the Board;

(iv) To enter into, make and perform contracts of every kind with the Districts, the City, the United States, any state or political subdivision thereof, or any other city, town, municipality, city and county, special district formed pursuant to Title 32, C.R.S., or any predecessor thereof, or any individual, firm, association, partnership, corporation or any other organization of any kind with the capacity to contract for any of the purposes contemplated under this Agreement;

(v) To contract for goods and services and to retain agents, consultants, professional services and support services;

(vi) To incur debts, liabilities, or obligations to the extent and in the manner permitted by law and as provided herein, and to borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver bonds, notes and other obligations of the 64th Ave. ARI Authority subject to the provisions of Section 29-1-203.5(3)(a) C.R.S. for any of the authorized purposes of the 64th Ave. ARI Authority, and as provided by law. The bonds, notes and any other obligations of the 64th Ave. ARI Authority shall not themselves be the debts, liabilities or obligations of the Districts or the City, and further provided that, bonds, notes, or other financial obligations issued by the Authority are not an indebtedness of the Authority within the meaning of any provision or limitation specified in the State constitution or law;

(vii) To buy, lease, construct, appropriate, contract for, invest in, and otherwise acquire and to own, hold, maintain, equip, operate, manage, improve, develop, and deal in and with, and to sell, lease, exchange, transfer, convey, and otherwise dispose of, and to mortgage, pledge, hypothecate, and otherwise encumber real and personal property of every kind, tangible and intangible, utilized for the purposes of the 64th Ave. ARI Authority;

(viii) To construct and maintain works and establish and maintain facilities across or along any public street or highway. In the use of streets or highways, the 64th Ave. ARI Authority shall be subject to the reasonable rules and regulations of the City and any other applicable governmental entities;

(ix) To fix, maintain and revise fees, rates and charges for the use of the 64th Ave. ARI Authority's functions, services or facilities, and to adopt, by resolution, reasonable regulations for the public welfare and pertaining to such facilities and services, including, without limitation, the use and protection of such facilities and services;

(x) To sue and be sued in the name of the 64th Ave. ARI Authority;

(xi) To have and use a corporate seal;

(xii) In general, to exercise all powers which are now conferred by law upon a separate legal entity organized pursuant to Section 29-1-203 and Section 29-1-203.5 C.R.S., or essential to the provision of its functions, services and facilities, subject to such limitations as are or may be prescribed by law or herein;

(xiii) To exercise any general power of a special district specified in Part 10 of Article 1 of Title 32, C.R.S. which is necessary or convenient, as determined by a majority vote of the Board, to achieve the purposes of this Agreement;

(xiv) To own, operate and manage the 64th Ave. Regional Improvements and to cooperate with other governmental entities with regard to the 64th Ave. Regional Improvements;

(xv) To collect and administer the ARI Mill Levy for all such purposes above, subject to the terms of this Agreement;

(xvi) To accept contributions, grants, or loans from the City, any public or private agency, individual, or the United States or the State of Colorado or any department, instrumentality, or agency thereof;

(xvii) To take all actions necessary or appropriate to carry out and implement the provisions of this Agreement; and

(xviii) The 64th Ave. ARI Authority shall not have the power to levy a tax or to exercise the power of eminent domain.

3. **Governing Body.** The 64th Ave. ARI Authority shall be governed and directed by a Board of Directors (“Director(s)” and collectively “Board”), according to the following:

(a) **Appointment of Directors by Districts.** Each of the six (6) CIC Districts shall appoint one (1) Director to the Board, the HM District shall appoint one (1) Director to the Board and each of the three (3) Velocity Districts shall appoint one (1) Director to the Board, each of whom shall serve at the pleasure of the appointing District and shall have the voting authority and value as set forth in Section 3(h). For the CIC Districts the same person may be appointed to serve as the Director of one or more of the CIC Districts. For the Velocity Districts the same person may be appointed to serve as the Director of one or more of the Velocity Districts.

(b) **Alternate.** Each District may appoint an alternate to serve as a Director, at the pleasure of such appointing District (“Alternate”). An Alternate has the same powers as a Director and, as such, reference made in the Agreement to Director shall also apply to an Alternate.

(c) **Tenure.** Each Director term shall be for three (3) years, and each Director may serve consecutive terms. However, upon the expiration of a term or other early vacancy, a Director shall continue to serve until a successor has been appointed by the District, as appropriate, on whose behalf the Director sits on the Board. If a Director fails to attend three (3) consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for one or more of such absences, that Director shall be deemed to have vacated his position.

(d) **Compensation.** Directors shall not receive compensation for their services from the 64th Ave. ARI Authority as directors of special districts receive under the Colorado Special District Act (the “Act”), as the Act may be amended from time to time.

(e) **Meetings.** Regular meetings of the Board shall be held at such place, on such day, and at such hour as the Board shall, by resolution, from time to time establish. It is hereby mandated that at least one (1) regular meeting shall be held annually. Special meetings may be held in accordance with the Act. Prior to being allowed to participate as a Director at a meeting, a Director shall take an oath or affirmation which shall be filed with the Authority of the commitment of the Director to support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado and to faithfully perform the duties of the office of director of the Authority to the best of their ability. This requirement to take and file an oath shall apply to Alternates.

(f) **Quorum.** A Quorum (“**Quorum**”) is established by at least seven (7) of the Directors in office being Present at a Board Meeting, which shall mean being either physically present at a Board Meeting or attending a Board Meeting via video conference, telephone conference or by some other electronic means (“**Present**” or “**Present at a Meeting**”). If a Quorum is not established, the Secretary or other officer may continue the Meeting to a different time and place, and in such case the Secretary shall notify absent Directors of the time and place of such continued Meeting. For purposes of counting towards a Quorum, if the same person has been appointed as a Director for more than one District, that person will be counted as being a Director present for the number of Districts to which he has been appointed.

(g) **Powers.** The powers and duties of the Board, which shall be exercised by a Quorum in accordance with the voting requirements set forth in Section 3(h)-(j), unless otherwise specified herein, include the powers and duties to:

(i) Establish and amend the Master Plan, with any amendments to be approved by the Board no later than October 1, 2020;

(ii) govern the business and affairs of the 64th Ave. ARI Authority and to establish the policies, rules and regulations of the 64th Ave. ARI Authority;

(iii) exercise all power of the 64th Ave. ARI Authority as set forth in Section 2 herein, including but not limited to:

electing officers of the Board;

adopting operating and capital budgets;

reporting to the Districts on the progress of plans for and development of the 64th Ave. Regional Improvements;

keeping minutes of its proceedings;

keeping financial books and records to account for all of its receipts and expenditures of funds and to obtain an independent audit or audit exemption of same, as appropriate, annually;

establishing by-laws of the Board and adopting, by resolution, rules and regulations respecting the exercise of the 64th Ave. ARI Authority’s powers and purposes;

complying with all applicable State statutory provisions; and

authorizing the employment of such employees, and engagement of agents, consultants and contractors, as in the discretion of the Board may be necessary, subject to the limitations of any adopted budgets.

(h) **Voting; Calculation of Votes.** The outcome of each vote shall be determined based upon the number of final votes cast for or against a measure when a Quorum is Present. For voting purposes, each of the CIC District Directors shall have one (1) vote for a total

of six (6) votes among the CIC Districts (“CIC District Directors”), the HM District Director shall have three (3) votes (“HM District Director”), and each of the Velocity District Directors shall have one (1) votes (“Velocity District Directors”) for a total of three (3) votes among the Velocity Districts. If the same person has been appointed as a Director for more than one District, that person’s vote will be counted as being cast for the number of Districts to which he has been appointed.

(i) **Unanimous Voting Requirements.** The Parties agree that a unanimous vote will be required to pass any motion related to the issuance of the Authority Bonds or other debt obligations, the addition of any projects to be funded other than the 64th Ave. Regional Improvements, an amendment to this Agreement, the increase or imposition of any fees or funding obligations on any or all of the Parties, the approval of an annual budget that requires funds to be contributed by the Parties in excess of the ARI Mill Levy for a budget shortfall or the addition of any additional parties to this Agreement (the “Unanimous Voting Requirement Matters”).

(j) **Voting Requirement For All Other Matters.** The Parties agree voting on all other matters, other than Unanimous Voting Requirement Matters, shall be determined by seven (7) or more votes, and may only be determined when a Quorum is Present (“Quorum Vote”).

(k) **Conflict Disclosures.** Directors shall disclose conflicts of interest in the same manner required of officers of special districts under the Colorado Revised Statutes.

4. **Officers.** The officers of the 64th Ave. ARI Authority shall be a President, Vice-President, Secretary and Treasurer and such other officers and assistant officers as may be authorized by the Board from time to time to perform such duties as may be approved by the Board. The same person may hold more than one officer position. The President, Vice-President, Secretary and Treasurer shall be elected by a majority vote of the Directors Present at a Meeting at which they are appointed. Each officer shall serve for a term of one (1) calendar year (except that the terms of the initial officers may be less than one (1) full year) or until his or her successor is duly appointed, whichever later occurs.

(a) **Duties.** In addition to duties designated by the Board, the duties of the officers shall include the following:

(i) The President shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the 64th Ave. ARI Authority;

(ii) The Vice-President shall, in the absence of the President, or in the event of his or her inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of, and be subject to, all the restrictions upon the President. The Vice-President shall also perform such other duties as may be prescribed by the Board from time to time;

(iii) The Secretary shall maintain the official records of the 64th Ave. ARI Authority, including the minutes of the meetings of the Board, and a register of the names

and addresses of the Districts, Directors and officers and shall issue notice of Meetings, attest and affix the corporate seal to all documents of the 64th Ave. ARI Authority and perform such other duties as the Board may prescribe from time to time; and

(iv) The Treasurer shall serve as financial officer of the 64th Ave. ARI Authority and except as the Board may otherwise decide by resolution, shall be responsible for the receipt, custody, investment and disbursement of the 64th Ave. ARI Authority's funds and securities and for duties incident to the office of Treasurer, and shall perform such other duties as the Board may prescribe from time to time.

(b) **Bonds.** The Treasurer and any other officer, employee or agent of the 64th Ave. ARI Authority charged with responsibility for the custody of any of its funds or property shall give a fidelity bond in such sum and with such surety as the Board shall determine. The Board, in its discretion, may also require any other officer, agent or employee of the 64th Ave. ARI Authority to give a fidelity bond in such an amount and with such surety as it shall determine. The cost of such fidelity bond shall be an expense payable by the 64th Ave. ARI Authority.

5. 64th Ave. ARI Authority Budget.

(a) **2020 Budget and Budget Amendment.** In its first year of operation the Board adopted a budget for fiscal year 2020. Within ninety (90) days of execution of this Agreement the Board shall prepare, in consultation with the Districts, and shall circulate the preliminary budget amendment to the Districts. The Districts shall provide written comments, if any, to the Authority within thirty (30) days of receipt of the draft budget amendment for fiscal year 2020. The Authority shall take into consideration all written comments received and shall adopt a budget amendment, if required for fiscal year 2020.

(b) **Budget Process for 2021 and Each Year Thereafter.** The Board shall prepare a draft budget for the next fiscal year in consultation with the Districts, and shall have the duty to prepare and recommend a preliminary annual operating budget for the 64th Ave. ARI Authority on or before September 1 of each planning year. Budget review and approval by the Board shall occur prior to November 1 of each planning year. If the Board fails to approve the budget, the preliminary budget documents shall become the final budget for that planning year. Should a preliminary operating budget not exist, three (3%) percent shall be added to the operating budget from the previous year. The 64th Ave. ARI Authority shall make available to each member District and the City a detailed statement of its final revenues and expenditures for the prior fiscal year, in the form of an audit as required by State statutes, or if an audit is not required under State statute, in the form of a long form audit exemption, as soon as reasonably practical after the close of each fiscal year.

(c) **Content of annual budget.** Each annual budget shall include:

- (i) An administrative, operating and maintenance budget;
- (ii) A capital improvement budget;

(iii) A schedule for bond issuances, if any, by the 64th Ave. ARI Authority;

(iv) If applicable, a schedule of payments to be made on issued and/or to be issued bonds of the 64th Ave. ARI Authority; and

(v) Provisions for the payment of any shortfalls in ARI Mill Levy funds as set forth in Section 6.

(d) **District Affirmative Duty to Include in District Budget.** The Districts will each receive a copy of the preliminary and final budgets. Each District has the affirmative duty to:

(i) incorporate that proportion of the Operating Shortfall (defined herein) and the District Project Cost Advances anticipated to be due from such District in its annual budget as set forth in Sections 6 and 7, into their annual District budgets;

(ii) authorize the payment of such Operating Shortfall and District Project Cost Advances; and

(iii) pass a funding resolution for the same.

(e) **Budget Amendments.** The 64th Ave. ARI Authority budget may be amended as necessary to reflect changes in actual revenues or expenses. Any amendments to the final budget shall follow the process set forth in this Section 5 and once the process is completed the budget amendment shall become the final budget for purposes of this Agreement.

6. Annual Operating Funds/Shortfall Advances.

(a) **First Use of ARI Mill Levy Funds.** The use of the first Seventy-five Thousand (\$75,000) Dollars received by the 64th Ave. ARI Authority in ARI Mill Levy Revenue in each year beginning in tax collection year 2021, and in every year thereafter, as adjusted pursuant to (c)(i) below, (the "Target Annual Operating Funds"), shall be for payment of the 64th Ave. ARI Authority's administrative, operational and maintenance expenses (the "Operating Expenses").

(b) **Commitment of District ARI Mill Levy.** By signing this Agreement, each District has properly authorized and is committing its ARI Mill Levy funds for this purpose, without the need for further or recurring approval by a District. This commitment is non-discretionary and non-revocable so long as a District is a member of the 64th Ave. ARI Authority.

(c) **Annual Operating Funds.** In the event the Board determines that it has excess funds from the Target Annual Operating Funds in relation to its Operating Expenses, it can transfer the excess for use in payment on the Authority Bonds.

(i) The \$75,000 a year shall be increased annually by one (1%) percent, beginning in budget year 2021, to assure there are sufficient Annual Operating Funds (“**Annual Operating Funds**”) to pay for anticipated increases in the cost of Operating Expenses.

(d) **Operation Shortfall.** The Parties anticipate it will be determined, at the time of adoption of the 64th Ave. ARI Authority budget, whether the ARI Mill Levy Revenue will not be sufficient to fund the Target Annual Operating Funds and therefore will not be sufficient to fund the Operating Expenses (the “**Operating Shortfall**”). The Districts agree to advance funds to the 64th Ave. ARI Authority to fund the annual Operating Shortfall (the “**Operating Shortfall Advances**”) as follows:

(i) The Districts agree that until the ARI Mill Levy Revenue is sufficient to fund the Target Annual Operating Funds there will be a calculation by the 64th Ave. ARI Authority accountant (the “**Accountant**”) of what is anticipated to be received from the CIC ARI Mill Levy, the HM ARI Mill Levy and the Velocity ARI Mill Levy and the amount of the Operating Shortfall;

(ii) It is the intent of the Districts that the CIC ARI Mill Levy Revenue will fund fifty (50%) percent of the Target Annual Operating Funds, the HM ARI Mill Levy Revenue will fund twenty-five (25%) percent of the Target Annual Operating Funds, and the Velocity ARI Mill Levy Revenue will fund twenty-five (25%) percent of the Target Annual Operating Funds; and

(iii) In the event there is an Operating Shortfall, the Accountant will determine how much of the Operating Shortfall will be funded by the CIC Districts, HM District and Velocity Districts so that the amount of the ARI Mill Levy Revenue received from each of these Districts and the Monthly Project Cash Advances (as defined below) to be made by each of the Districts maintains the same percentages of contribution towards the Target Annual Operating Funds of fifty (50%) percent for the CIC Districts, and twenty-five (25%) percent for the HM District and Velocity Districts.

7. **District Advances.** The Parties acknowledge the Authority shall rely on the “**District Project Cost Advances**”, as previously defined, to pay the Project Costs (“**Project Costs**”), until such time as the Authority Bonds have been issued in sufficient amount to fund all of the 64th Ave. Regional Improvements and to reimburse all District Project Cost Advances made prior to the execution of this Agreement by the Districts and the advances made after the execution of this Agreement and prior to the issuance of the Authority Bonds. No funds will be advanced for construction until the Authority Bonds are issued. After the execution of this Agreement, the Districts agree to advance funds to the Authority on a monthly basis (“**Monthly Project Cost Advances**” and together with “**District Project Cost Advances**” are referred to as “**District Advances**”), to assure there are sufficient amounts on deposit to meet the Colorado statutory requirements for proceeding with the planning, design and bidding, based on the following percentages:

(a) CIC Districts, in the aggregate, shall advance funds equal to fifty (50%) percent of the Monthly Project Cost Advances;

(b) HM District shall advance funds equal to twenty-five (25%) of the Monthly Project Cost Advances; and

(c) Velocity Districts, in the aggregate, shall advance funds equal to twenty-five (25%) of the Monthly Project Cost Advances.

8. **Reimbursement of District Project Cost Advances and Construction.** It is the intent of the Parties that, upon establishment, the 64th Ave. ARI Authority shall enter into a funding agreement with each District for reimbursement of the District Advances and that upon the receipt of Authority Bond proceeds sufficient to fund the 64th Ave. Regional Improvements, and to reimburse the District Advances, the 64th Ave. ARI Authority shall reimburse the District Advances and shall proceed to construct and complete the 64th Ave. Regional Improvements as expeditiously as possible.

9. **Authority Bonds.** The project budget for the 64th Ave. Regional Improvements is estimated to be thirty-four million dollars (\$34,000,000) (the "Project Budget"). It is the intent of the Parties that the Project Budget be funded as follows:

(a) **Adams County Contribution.** The Authority shall enter into an agreement with Adams County pursuant to which Adams County shall contribute two (\$2,000,000) million dollars towards the Project Budget (the "Adams County Contribution").

(b) **E-470 Contribution.** The Authority shall enter into an agreement with the E-470 Authority pursuant to which the E-470 Authority shall contribute eight (\$8,000,000) million dollars towards the Project Budget (the "E-470 Contribution").

(c) **Authority Bonds.** The Authority shall proceed to issue the Authority Bonds to net seventeen million dollars (\$17,000,000) towards the Project Budget (respectively, the "Authority Bonds" and the "Authority Bond Proceeds").

(i) The Authority Bonds shall be issued by a resolution of the Board and shall be payable from the ARI Mill Levy Revenues, minus the Target Annual Operating Funds, (the "Net Revenue"), and other available revenues of the 64th Ave. ARI Authority, as approved by the Board plus the Shared City Use Taxes and Lodgers Taxes share annually received by the 64th Ave. ARI Authority pursuant to the City Contribution Agreement.

(ii) Each of the Districts shall adopt and execute all documentation reasonably required by the 64th Ave. ARI Authority to evidence its commitment to impose, collect and remit to the 64th Ave. ARI Authority the ARI Mill Levy Revenues and to assure the Net Revenue is available for payment of the principal, interest and costs related to and required to be paid by the documentation issuing the Authority Bonds and the Districts Funding Deposit.

(d) **Districts Funding Deposit/Subordinate Reimbursement.** The Districts shall collectively advance a total of seven (\$7,000,000) million dollars towards the Project Budget (the "Districts Funding Deposit"), in the following amounts:

(i) Velocity Districts shall not advance any funds towards the Districts Funding Deposit.

(ii) CIC Districts shall advance \$5,385,478 towards the Districts Funding Deposit.

(iii) HM District shall advance \$1,614,522 towards the Districts Funding Deposit.

(iv) In the event of an additional shortfall in the Project Budget to fund the actual cost of completion to final acceptance of the 64th Ave. Regional Improvements by the City, the Authority shall make revisions, if feasible, to the scope of the 64th Ave. Regional Improvements so as to make possible the completion to final acceptance within the funds available. In the event revisions to the scope do not reduce the cost of completion to final acceptance within the funds available:

(i) the CIC Districts shall advance seventy-seven (77%) percent of the additional shortfall amount in the Project Budget and the amount of CIC Districts Funding Deposit shall be increased by such amount; and

(ii) HM District shall advance twenty-three (23%) percent of the additional shortfall amount in the Project Budget and the amount of HM District Funding Deposit shall be increased by such amount.

(v) The Districts Funding Deposit shall be reimbursed to the advancing Districts by the Authority:

(i) From the Pledged Revenues after all of the Authority Bonds (including any bonds issued to refund the Authority Bonds) have been repaid;

(ii) On a pro rata basis calculated by the percentage of the amount of the Districts Project Budget Advance made by each District by the Authority;

(iii) With eight (8%) percent simple interest that accrues from the date of the Districts Funding Deposit until the total amount of the Districts Funding Deposit, plus interest, has been completely repaid (references to repayment of the Districts Funding Deposit in this Agreement shall include the repayment of interest); and

(iv) With interest to be paid first and then principal until all of the Districts Funding Deposit, plus interest, has been completely repaid.

(e) The Parties shall work towards a simultaneous funding of the Project Budget by the coordination of the deposits of the Adams County Contribution, the E-470 Contribution, and the delivery of the Authority Bond Proceeds and the Districts Funding Deposit to the Authority Project Fund prior to the award of the construction contract for the 64th Ave. Regional Improvements.

(f) If the Authority Bond Proceeds are greater than the seventeen million dollars (\$17,000,000) contemplated in Section 9(c) above and less than or equal to nineteen million five hundred thousand dollars (\$19,500,000), then:

(i) The amount greater than seventeen million dollars (\$17,000,000) up to and including, the first two million five hundred thousand dollars (\$2,500,000) shall reduce, dollar for dollar, the amount of the Districts Funding Deposit by CIC referenced in Section 9(d)(ii) above.

(g) If the Authority Bond Proceeds are greater than nineteen million five hundred thousand dollars (\$19,500,000) then:

(i) The amount greater than seventeen million dollars (\$17,000,000) up to and including, the first two million five hundred thousand dollars (\$2,500,000) shall reduce, dollar for dollar, the amount of the Districts Funding Deposit by CIC referenced in Section 9(d)(ii) above; and

(ii) For every dollar the amount is greater than nineteen million five hundred thousand dollars (\$19,500,000) the Districts Funding Deposit by CIC referenced in Section 9(d)(ii) above shall be reduced by seventy seven (77%) of that same dollar amount and by HM District referenced in Section 9(d)(iii) above shall be reduced by twenty three (23%) percent of that same dollar amount.

10. **Funding Obligations.** Notwithstanding any fact, circumstance, dispute, or any other matter, the Districts agree they will not take or fail to take any action which would delay a payment to the 64th Ave. ARI Authority or impair the 64th Ave. ARI Authority's ability to receive payments due.

11. **Pledge of ARI Mill Levy.** Each of the Districts agrees to impose an ARI Mill Levy, as required under its Service Plan, beginning in tax collection year 2021 and terminating in the year of dissolution of the Authority, in the amount of five (5) mills, 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 (the "ARI Mill Levy"). After the issuance of Authority Bonds, each District agrees that it will not pursue or consent to any amendment or restatement of its Service Plan that would have the effect of reducing the amount of the ARI Mill Levy described above. Each of the Districts agree to remit all of the taxes collected as a result of the ARI Mill Levy imposition to the 64th Ave. ARI Authority within sixty (60) days of receipt from Adams County; provided, however, at any time that any Authority Bonds are outstanding, all taxes collected as a result of the ARI Mill Levy imposition shall be remitted as set forth in the applicable indenture, loan agreement, pledge agreement, or other similar financial instrument executed by the Districts in connection with the issuance of the Authority Bonds. This commitment to impose the ARI Mill Levy is a multiple fiscal year obligation of the District, payable from ad valorem property taxes generated as a result of the certification by the District of the ARI Mill Levy and the Net Revenue therefrom is hereby pledged to the repayment of the Authority Bonds and the Districts Funding

Deposit. Each of the Districts hereby pledges to annually determine, fix and certify the ARI Mill Levy to Adams County and to pay the amounts described herein for payment of the Annual Operating Funds (see Section 6) and the Net Revenue (see Section 9) to the 64th Ave. ARI Authority.

(a) **Effectuation of Pledge; Appropriation.** Except as limited hereby, the amounts to be paid hereunder are hereby appropriated for that purpose, and such amounts shall be included in the annual budgets and the appropriation resolutions or measures to be adopted or passed by the board of directors of each District in each year this Agreement remains in effect.

(i) No provision of any constitution, statute, resolution or other measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of a District to levy, administer, enforce and collect the ARI Mill Levy required for the payment of its obligations hereunder.

(ii) It shall be the duty of the board of directors of each District annually, at the time and in the manner provided by law for the levying of such District's taxes, to ratify and carry out the provisions hereof regarding the levy and collection of the ARI Mill Levy, and to require the officers of the District to cause the appropriate officials of the county in which it is located to levy, extend and collect said taxes in the manner provided by law.

12. **Remittance of ARI Mill Levy Revenue.**

(a) CIC Districts have, within their service area, the portion of the Authority Service Area as generally depicted on **Exhibit A**, attached hereto and incorporated herein by this reference ("CIC Authority Area").

(i) CIC Districts agree they shall enter into and shall deliver, such agreements and in a form as required by the Bond Attorney to the 64th Ave. ARI Authority, to assure the ARI Mill Levy is imposed on the entirety of the CIC Authority Area, and the ARI Mill Levy Revenue collected from the CIC Authority Area is pledged for repayment of the Authority Bonds and the Districts Funding Deposit beginning in the year of issuance of the Authority Bonds and terminating on the first to occur of either the repayment of the Authority Bonds and the Districts Funding Deposit (including repayment of any Bonds issued to refund the Authority Bonds or Districts Funding Deposit) or December 1, 2060 (the "CIC ARI Mill Levy Revenue") and is remitted to the 64th Ave. ARI Authority.

(b) HM District has within its service area the portion of the Authority Service Area as generally depicted on **Exhibit B**, attached hereto and incorporated herein by this reference ("HM Authority Area").

(i) HM District agrees it shall enter into and shall deliver such agreements, in a form as required by the Bond Attorney to the 64th Ave. ARI Authority, to assure the ARI Mill Levy is imposed on the entirety of the HM Authority Area, and the ARI Mill Levy Revenue collected from the HM Authority Area is pledged for repayment of the Authority Bonds and the Districts Funding Deposit beginning in the year of issuance of the Authority Bonds and terminating on the first to occur of either the repayment of the Authority Bonds and the Districts Funding Deposit (including repayment of any Bonds issued to refund the Authority Bonds or

Districts Funding Deposit) or December 1, 2060 (the "HM ARI Mill Levy Revenue") and is remitted to the 64th Ave. ARI Authority.

(c) Velocity Districts have, within their service area, the portion of the Authority Service Area as generally depicted on Exhibit C, attached hereto and incorporated herein by this reference ("Velocity Authority Area").

(i) Velocity Districts agree they shall enter into and shall deliver such agreements, in a form as required by the Bond Attorney to the 64th Ave. ARI Authority, to assure the ARI Mill Levy is imposed on the entirety of the Velocity Authority Area, and the ARI Mill Levy Revenue collected from the Velocity Authority Area is pledged for repayment of the Authority Bonds and the Districts Funding Deposit beginning in the year of issuance of the Authority Bonds and terminating on the first to occur of either the repayment of the Authority Bonds and the Districts Funding Deposit (including repayment of any Bonds issued to refund the Authority Bonds or Districts Funding Deposit) or December 1, 2060 (the "Velocity ARI Mill Levy Revenue") and is remitted to the 64th Ave. ARI Authority.

(d) The total annual revenue received from the CIC ARI Mill Levy Revenue, the HM ARI Mill Levy Revenue and the Velocity ARI Mill Levy Revenue shall be known as the "ARI Mill Levy Revenue".

13. City Contribution Agreement. The Districts anticipate the Authority will execute, and the City will execute, the City Contribution Agreement, which is intended to include provisions regarding the contribution by the City of the Shared City Use Taxes and Lodgers Taxes, which shall be governed by the terms and conditions as set forth in the City Contribution Agreement.

14. 64th Ave. ARI Authority Reliance; Funding Obligations Pending Dispute Resolution. The Districts agree that their respective funding obligations set forth in this Agreement are absolute, irrevocable, unconditional and irrevocable within the meaning of Section 29-1-203, C.R.S. The Districts agree that their authority to modify this Agreement is limited so as to prohibit a repeal of the funding obligations in this Agreement. The Districts each agree, notwithstanding any fact, circumstance, dispute, or any other matter, that they will not take or fail to take any action which would delay a payment to the 64th Ave. ARI Authority or impair the 64th Ave. ARI Authority's ability to receive payments due hereunder.

(a) The Districts acknowledge that the 64th Ave. ARI Authority may issue the Authority Bonds and the 64th Ave. ARI Authority may obtain financial commitments and security for the Authority Bonds from third parties, all of whom shall be relying on performance of the payment obligations of each of the Districts hereunder. The Parties acknowledge the commitments of the Districts to pledge the ARI Mill Levy Revenue as set forth herein may be evidenced by separate pledge agreements related to the issuance of the Authority Bonds and once executed, the commitments in such pledge agreements shall substitute for the commitments in this Agreement related to the ARI Mill Levy Revenue;

(b) The purpose of this Section is to ensure that the 64th Ave. ARI Authority receives all payments due under this Agreement in a timely manner so that the 64th Ave. ARI

Authority may pay its bonds, notes or other financial obligations. Each District agrees that during the pendency of any litigation which may arise hereunder, all payments required hereunder shall be made by such District for the purpose of enabling the 64th Ave. ARI Authority to make payments on the Authority's Bonds or other financial obligations. If a District believes it has valid defenses, setoffs, counterclaims, or other claims, it shall nevertheless make all payments to the 64th Ave. ARI Authority as described in this Agreement under protest, stating the reasons therefor, and seek to recover such payments by separate actions at law or in equity for damages or specific performance.

15. **Ownership and Dedication of 64th Ave. Regional Improvements, Maintenance and Improvements.** The 64th Ave. ARI Authority shall own, operate and maintain all 64th Ave. Regional Improvements paid for in whole or in part from the 64th Ave. ARI Authority funds unless and until the same are dedicated to the City or another appropriate governmental entity for perpetual ownership and maintenance. The transfer of ownership shall occur subject to a majority vote of the Board Present at a Meeting at which the question of transfer of ownership is presented for consideration and upon execution of documents conveying ownership. Upon dissolution of the 64th Ave. ARI Authority, and in consultation with the Bond Attorney, all property owned by the 64th Ave. ARI Authority shall be transferred to: (a) one or more of the Districts; (b) an entity that exists as a result of a consolidation of the Districts; or (c) other governmental entity(ies) approved by the Districts immediately prior to dissolution.

16. **No Private Inurement.** The 64th Ave. ARI Authority is being established by the Parties solely for governmental purposes. No part of the assets or net earnings of the 64th Ave. ARI Authority shall be distributable to its Directors, officers, or other private persons, except that, in accordance with applicable law, the 64th Ave. ARI Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the 64th Ave., including, but not limited to, any amounts advanced to fund District Project Cost Advances and Operating Shortfall Advances.

17. **Books and Accounts; Financial Statement.** During the Term, each of the Parties will keep proper and current books and accounts in which complete and accurate entries shall be made of the revenues and expenditures that relate to their respective obligations under this Agreement. **Inspection of Records.** All books, records and reports (except those allowed or required by applicable law to be kept confidential) in the possession of each of the Parties relating to their respective obligations under this Agreement, shall at all reasonable times be open to inspection by the Bond Trustee and the Parties, and such accountants or other agents as the Parties may from time to time designate.

19. **Amendments.** No alterations, amendments or modifications hereof shall be valid unless approved by a unanimous vote of the Board and executed by an instrument with the same formality as this Agreement; provided, however, that the Parties may not alter, amend or modify this Agreement unless such alteration, amendment or modification is permitted by, and in full compliance with, the terms of any bond resolutions, indentures, loan agreements or other documents pursuant to which the 64th Ave. ARI Authority has issued the Authority Bonds, notes or other financial obligations. Neither this Agreement, nor any term hereof, can be changed,

modified, or abandoned, in whole or in part, except by the instrument in writing, and no prior, contemporary, or subsequent oral agreement shall have any validity whatsoever.

20. **Authority Approval of this Agreement.** The Authority, by placement of the signature of its President below, as attested by its Secretary, evidences that the terms of this Amendment were approved by the unanimous vote of the Board as it was constituted prior to date of execution of this Agreement.

21. **Term; Termination.** This Agreement shall remain in full force and effect:

(a) If Authority Bonds are issued on or before March 1, 2021, then this Agreement shall remain in full force and effect until the Authority Bonds or other debt, including repayment of any Bonds issued to refund the Authority Bonds have (a) been repaid, or (b) provisions for full repayment and/or discharge of such obligations, by escrow or otherwise, have been made pursuant to the terms of such obligation, or (c) until the ARI Mill Levy of all Parties has expired under each District's Service Plan, whichever last occurs.

(b) If Authority Bonds have not issued on or before March 1, 2021, then this Agreement shall terminate with such termination to be effective as of April 1, 2021.

(i) The Districts recognize the need for the Authority to wind up its affairs and to dissolve pursuant to statutory requirements and the Districts agree to advance funds based upon the percentages set forth in Section 7 above to assure sufficient funding is available for such costs. The commitment of each of the Districts to advance funds for these purposes shall survive the termination of this Agreement.

(ii) The Districts acknowledge, if this Agreement is terminating because the Authority Bonds have not issued on or before March 1, 2021, that any and all obligations of the Authority to reimburse advances made by the Parties hereunder shall terminate and the Authority shall have no obligation to reimburse so that it may proceed to dissolution as an entity.

(iii) If the Authority Bonds have not issued on or before March 1, 2021 resulting in the termination of this Agreement, then on or before April 1, 2021, provided each District is current in the payment of the District Advances, all completed design and engineering documents for the 64th Ave. Regional Improvements, including drawing, specifications, plans, and files, shall be delivered to each District in hard copy and in electronic format for use, reuse, adaptation, modification, or other purpose at the District's sole risk, without liability or legal expense to the applicable engineering or design firm, and without violation of any copyright or intellectual property interest related thereto.

22. **Notices.** All notices, demands, requests or other communications to be sent by one Party to another 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: Colorado International Center Metropolitan
District Nos. 6, 7, 8, 9, 10 and 11
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Attn: Ann Finn
Email: afinn@sdmsi.com
Phone: 303-987-0835

With a Copy to: McGeady Becher P.C.
450 East 17th Street, Suite 400
Denver, CO 80203
Attn: Megan Becher
Email: mbecher@specialdistrictlaw.com
Phone: 303-592-4380

To: HM Metropolitan District No. 2
CLA (Clifford Larson Allen LLP)
8390 E Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Matt Urkoski
Email: Matt.Urkoski@claconnect.com
Phone: 303-779-5710

With a Copy to: McGeady Becher P.C.
450 East 17th Street, Suite 400
Denver, CO 80203
Attn: Paula Williams
Email: pwilliams@specialdistrictlaw.com
Phone: 303-592-4380

To: Velocity Metropolitan District Nos. 4, 5, 6
Greenwood Plaza Boulevard, Suite 220
Greenwood Village, CO 80111
Attn: Christopher H. Fellows
Email: chris@fellowsusa.com
Phone: 303-795-9900

With a Copy to: Icenogle Seaver Pogue, P.C.
4725 South Monaco, Suite 360
Denver, CO 80237
Attn: Alan D. Pogue
Email: apogue@isp-law.com
Phone: 303-292-9100

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 parties hereto at least ten (10) days written notice thereof in accordance the provisions hereof, each of the Parties shall have the right from time to time to change its address.

23. **Events of Default.** The occurrence of any one or more of the following events, and/or the existence of any one or more of the following conditions shall constitute an Event of Default under this Agreement:

(a) **Failure to Make a Payment.** The failure of any Party to make any payment when the same shall become due and payable as provided in this Agreement and cure such failure within ten (10) business days of receipt of notice from one of the other Parties or the 64th Ave. ARI Authority of such failure; or

(b) **Failure to Perform or Observe a Covenant, Agreement or Condition.** The failure to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any Party and to cure such failure within thirty (30) days of receipt of notice from one of the other Parties or the 64th Ave. ARI Authority of such failure unless such default cannot be cured within such thirty (30) day period, in which event the defaulting Party shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within said thirty (30) day period and the defaulting Party is diligently pursuing the cure to completion.

24. **Remedies on Occurrence of Events of Default.** Upon the occurrence of an Event of Default, the Parties, the 64th Ave. ARI Authority and the Bond Trustee (as a third-party beneficiary hereunder) shall have the following rights and remedies:

(a) **Writ of Mandamus Remedy.** The non-defaulting Parties, the 64th Ave. ARI Authority or the Bond Trustee, or any combination of the foregoing, may request a court of competent jurisdiction to issue a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Party to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Party to perform in accordance with this Agreement;

(b) **Enforcement of Any Legal or Equitable Remedy.** The non-defaulting Parties, the 64th Ave. ARI Authority or the Bond Trustee may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance or any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement; and

(c) **Funding Enforcement.** The non-defaulting Parties shall have the right to budget, advance and expend funds as necessary to enforce the terms of this Agreement.

25. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado and any enforcement of this Agreement by the Parties shall be instituted in the Adams County District Court.

26. **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.

27. **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.

28. **Parties Interested Herein.** Except as provided below in this Section, it is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. Notwithstanding the foregoing, the Bond Trustee is expressly made a third-party beneficiary hereunder.

29. **Additional Parties.** Additional parties may be added to this Agreement by a written amendment approved by a unanimous vote.

30. **Assignment and Delegation.** The Authority is expressly permitted to assign to the Bond Trustee all right, title, and interest of the 64th Ave. ARI Authority in revenues resulting from the ARI Mill Levy payable to it hereunder, and all rights of the 64th Ave. ARI Authority to enforce payment of the same in accordance with the terms hereof.

31. **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.

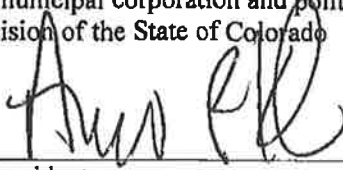
32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

33. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated 64th Ave. ARI Establishment Agreement as of the day and year first set forth above.

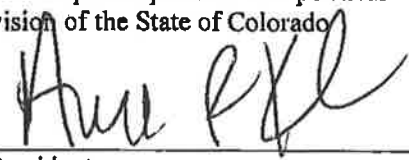
**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 6, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President


Attest:


Secretary

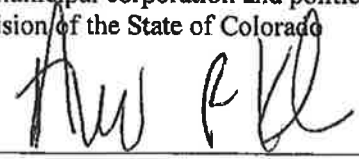
**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 7, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

Attest:


Secretary

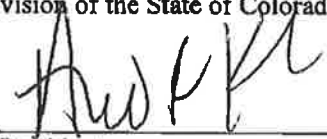
**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 8, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

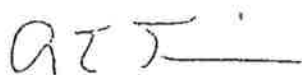
Attest:


Secretary

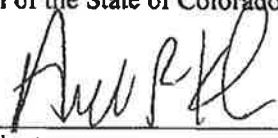
**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 9, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

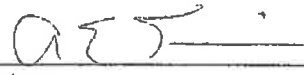
Attest:


Secretary

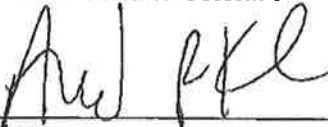
**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 10, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

Attest:


Secretary

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 11, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

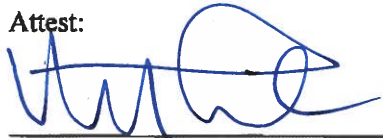
Attest:


Secretary

**HM METROPOLITAN DISTRICT NO. 2, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: 
Its: President

Attest:


Secretary

**VELOCITY METROPOLITAN DISTRICT
NO. 4, a quasi-municipal corporation and
political subdivision of the State of Colorado**

By: 
Its: President

Attest:


~~Secretary~~ **GENERAL COUNSEL**

**VELOCITY METROPOLITAN DISTRICT
NO. 5, a quasi-municipal corporation and
political subdivision of the State of Colorado**

By: 
Its: President

Attest:


~~Secretary~~ **GENERAL COUNSEL**

**VELOCITY METROPOLITAN DISTRICT
NO. 6, a quasi-municipal corporation and
political subdivision of the State of Colorado**

By: 
Its: President

Attest:


~~Secretary~~ **GENERAL COUNSEL**

By Placement of my signature below, I, Kevin Smith, as President of the 64th Ave. ARI Authority Board, hereby represent the Authority Board, by unanimous vote at its meeting held on July 28, 2020, approved the terms of this Amended and Restated 64th Ave. ARI Authority Establishment Agreement.

The 64th Ave. ARI Authority Board, a political subdivision and public corporation of the State of Colorado

By: 
Its: President

Attest:

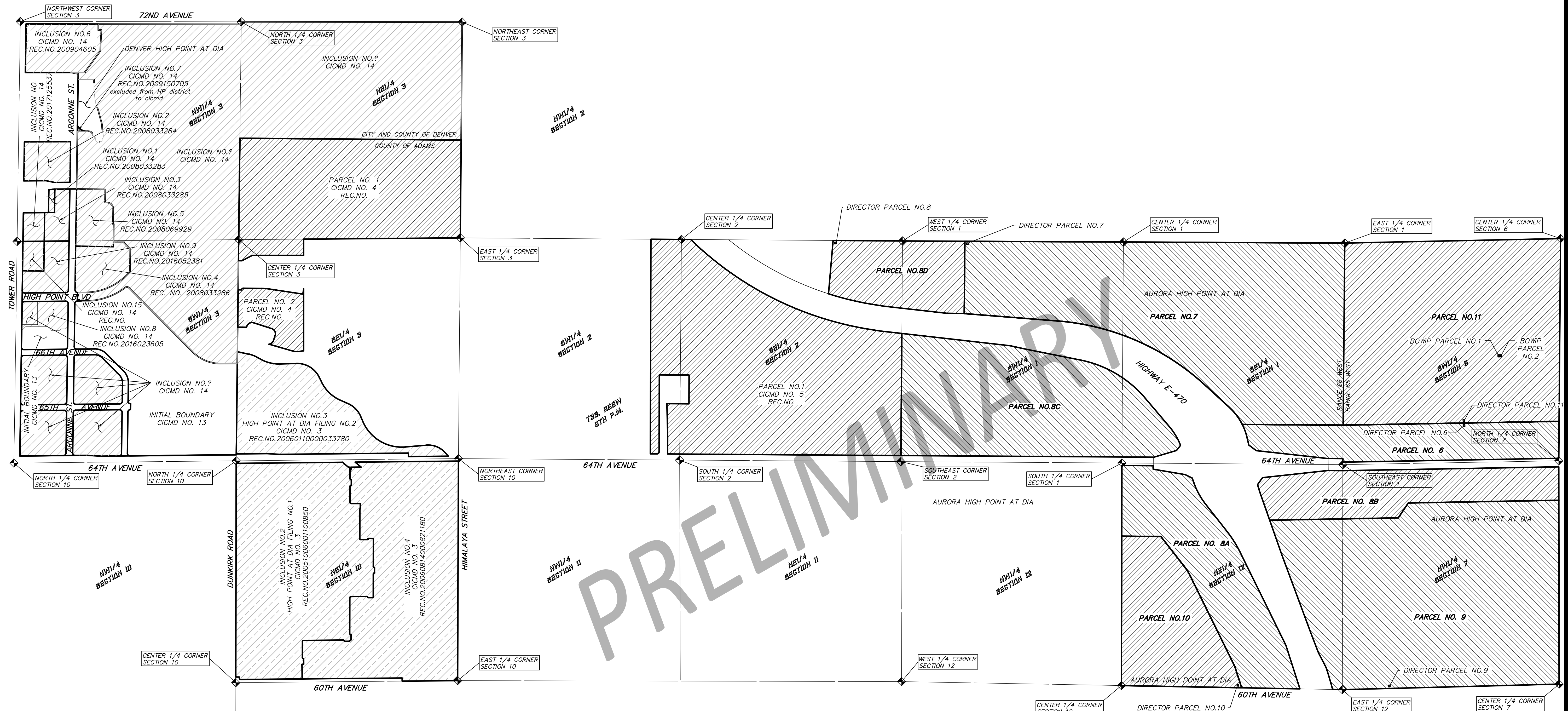

Secretary

EXHIBIT A

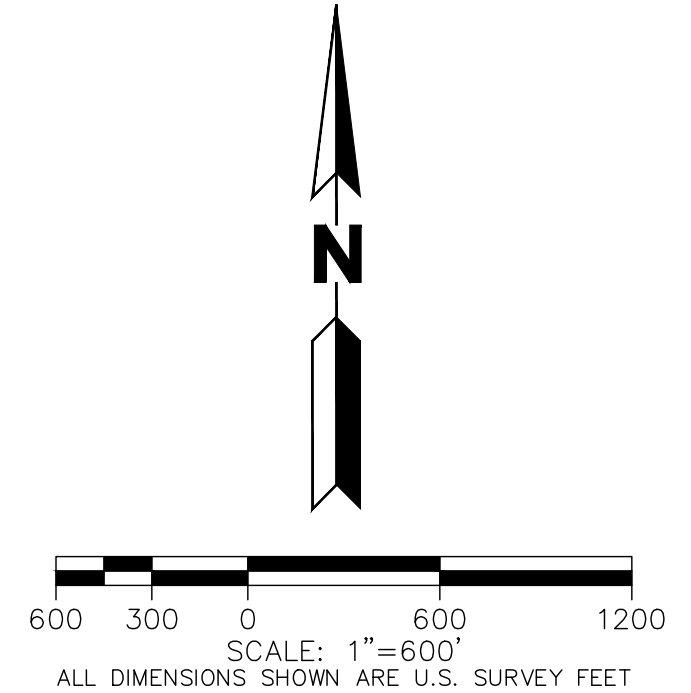
CIC Service Area

METROPOLITAN DISTRICT MAP

AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO'S. 3 THROUGH 11, 13 AND 14



PRELIMINARY



- LEGEND**
- = DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT BOUNDARY LINE
 - = AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT BOUNDARY LINE
 - = COLORADO INDUSTRIAL CENTER METROPOLITAN DISTRICT NO. 14 EXCLUDED FROM DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
 - = COLORADO INDUSTRIAL CENTER METROPOLITAN DISTRICT NO. 3 EXCLUDED FROM AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT
 - = COLORADO INDUSTRIAL CENTER METROPOLITAN DISTRICT NO'S 4-11 AS NOTED EXCLUDED FROM AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT
 - = SECTION LINE
 - = COUNTY BOUNDARY LINE

**METROPOLITAN DISTRICTS
MAP**

No.	Description of Revisions	Date	Name

Date:	JULY 22, 2020
Job Number:	16.0616
Surveyed By:	D.PETER
Drawn By:	D.PETER
Checked By:	D.PETER

Plot Date:
 PLOT DATE:
 Location: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02_District Mapping Updates 8-11\OVERALL DISTRICTS MAP revised 2020.07.20.dwg

PARCEL NO. 6

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, N00°30'26"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 1, N00°30'26"E A DISTANCE OF 42.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°34'14"W A DISTANCE OF 183.82 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) N83°40'56"W A DISTANCE OF 856.97 FEET; 2) THENCE N53°21'07"W A DISTANCE OF 111.83 FEET; 3) THENCE N12°34'40"W A DISTANCE OF 82.79 FEET; 4) 176.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°15'37", A RADIUS OF 709.41 FEET AND A CHORD WHICH BEARS N19°42'28"W A DISTANCE OF 176.11 FEET; THENCE S89°34'14"E A DISTANCE OF 1199.67 FEET; THENCE N88°58'40"E A DISTANCE OF 2589.41 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID EASTERLY LINE, S00°27'36"W A DISTANCE OF 442.15 FEET; THENCE ALONG A LINE THAT IS 30.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, S88°58'40"W A DISTANCE OF 2583.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35.634 ACRES, (1,552,195 SQUARE FEET), MORE OR LESS.

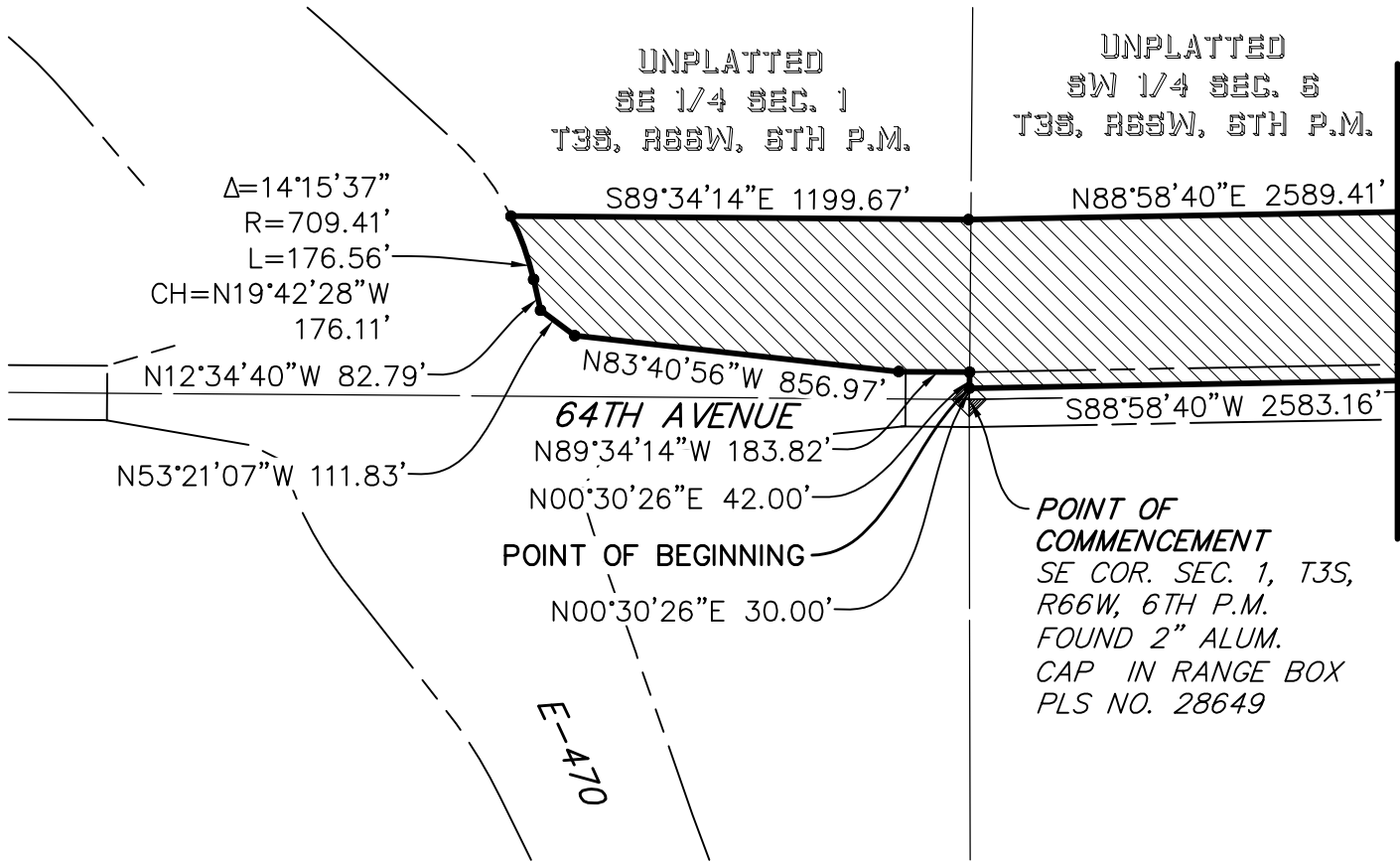
ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 14, 2020

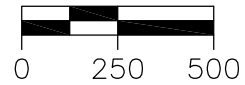
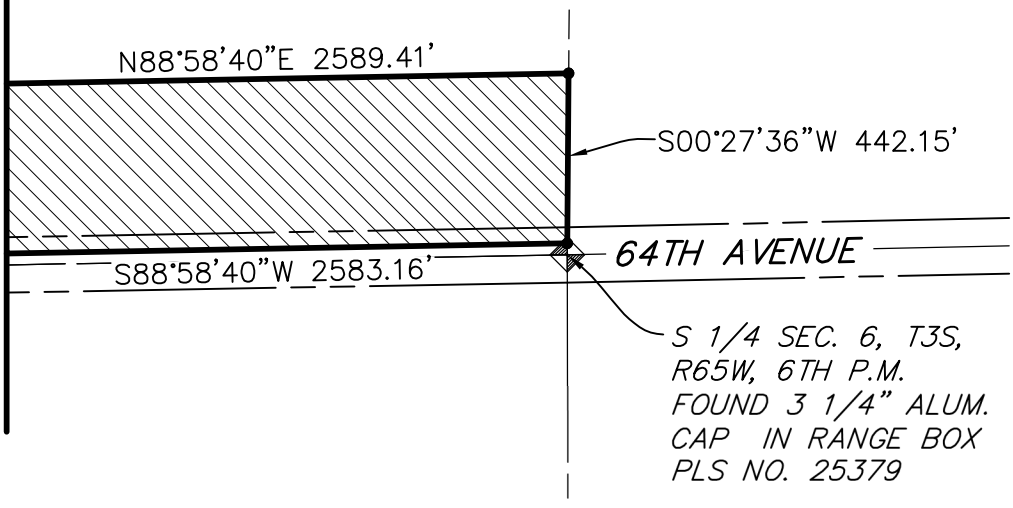


DRAWING LOCATION: G:\SCHLAPPE\16.0616-High_Point_District_Mapping_Updates\PLANS\2020.07.02_District_Mapping_Updates_6-11\Parcels_Exhibits\PARCEL_NO.6.dwg



MATCH LINE SEE BELOW

MATCH LINE SEE ABOVE



SCALE: 1"=500'
ALL DIMENSIONS ARE U.S. SURVEY FEET

PARCEL NO. 6

JULY 14, 2020

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



MARTIN/MARTIN
 CONSULTING ENGINEERS

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

HIGH POINT
PARCEL NO.6

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N00-30-26E	42.000				
002	N89-34-14W	183.820				
003	N83-40-56W	856.970				
004	N53-21-07W	111.830				
005	N12-34-40W	82.790				
006	N19-42-28W	176.110	709.410	176.560	176.565	014-15-37 CCW
007	S89-34-14E	1199.670				
008	N88-58-40E	2589.410				
009	S00-27-36W	442.150				
010	S88-58-40W	2583.160				

CLOSURE = 0.018 S47-40-15E
PERIMETER = 8268.365 PRECISION = 1: 462759
AREA = 1552199.99 SQ. FEET OR 35.633609 ACRES

PARCEL NO. 7

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 6, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, S89°43'55"E A DISTANCE OF 2647.30 FEET TO THE EAST QUARTER OF SAID SECTION 1; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1, S00°30'26"W A DISTANCE OF 2176.99 FEET; THENCE S88°58'40"W A DISTANCE OF 6.62 FEET; THENCE N89°34'14"W A DISTANCE OF 1199.67 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) 256.79 FEET ALONG THE ARC OF A NON -TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°44'23", A RADIUS OF 709.41 FEET AND A CHORD WHICH BEARS N37°12'28"W A DISTANCE OF 255.39 FEET; 2) THENCE N47°34'40"W A DISTANCE OF 400.00 FEET TO A POINT OF CURVATURE; 3) THENCE 1952.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°53'51", A RADIUS OF 2951.16 FEET AND A CHORD WHICH BEARS N66°31'36"W A DISTANCE OF 1916.61 FEET; 4) THENCE N85°28'31"W A DISTANCE OF 1120.97 FEET; THENCE N00°27'41"E A DISTANCE OF 864.46 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE ALONG SAID NORTHERLY LINE, S89°43'28"E A DISTANCE OF 1896.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 152.410 ACRES, (6,638,994 SQUARE FEET), MORE OR LESS.

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

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 14, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02_District_Mapping_Updates_6-11\Parcels_Exhibits\PARCEL_NO.7.dwg

POINT OF BEGINNING
C 1/4 SEC. 1, T3S,
R66W, 6TH P.M.

E 1/4 SEC. 1, T3S,
R66W, 6TH P.M.

S89°43'28"E 1896.51'

S89°43'55"E 2647.30'

N00°27'42"E

864.46'

N85°28'31"W 1120.97'

UNPLATTED

SE 1/4 SEC. 1
T3S, R66W, 6TH P.M.

S00°30'26"W 2176.99'

UNPLATTED
SW 1/4 SEC. 1
T3S, R66W,
6TH P.M.

$\Delta=37^{\circ}53'51''$
R=2951.16'
L=1952.00'
CH=N66°31'36"W
1916.61'

E-470

N47°34'40"W 400.00'

64TH AVENUE

S 1/4 SEC. 1, T3S,
R65W, 6TH P.M.

N89°34'14"W
1199.67'

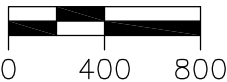
S88°58'40"W
6.62'

NW CORNER
SEC. 7, T3S,
R65W, 6TH P.M.

$\Delta=20^{\circ}44'23''$
R=709.41'
L=256.79'
CH=N37°12'28"W
255.39'

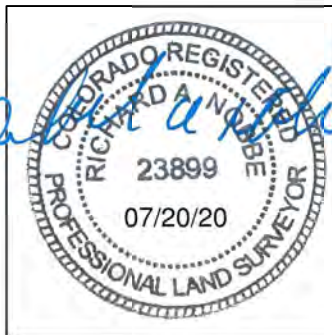
UNPLATTED
NE 1/4 SEC. 12
T3S, R66W, 6TH P.M.

E-470



SCALE: 1"=800'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

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



PARCEL NO. 7

JULY 14, 2020



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

MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
 HIGH POINT
 PARCEL NO.7

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S89-43-55E	2647.300				
002	S00-30-26W	2176.990				
003	S88-58-40W	6.620				
004	N89-34-14W	1199.670				
005	N37-12-28W	255.390	709.410	256.790	256.790	020-44-23 CCW
006	N47-34-40W	400.000				
007	N66-31-36W	1916.610	2951.160	1952.000	1951.999	037-53-51 CCW
008	N85-28-31W	1120.970				
009	N00-27-41E	864.460				
010	S89-43-28E	1896.510				

CLOSURE = 0.004 N13-30-24W
 PERIMETER = 12521.308 PRECISION = 1: 1000000
 AREA = 6638984.38 SQ. FEET OR 152.410110 ACRES

PARCEL NO. 8A

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, S00°13'14"W A DISTANCE OF 29.94 FEET TO THE POINT OF BEGINNING; THENCE S89°34'14"E A DISTANCE OF 374.70 FEET; THENCE S00°27'55"W A DISTANCE OF 40.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) CONSECUTIVE COURSES: 1) S80°19'22"E A DISTANCE OF 387.39 FEET; 2) THENCE S63°56'46"E A DISTANCE OF 94.26 FEET; 3) THENCE S19°34'40"E A DISTANCE OF 59.78 FEET TO A POINT OF CURVATURE; 4) THENCE 294.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°33'13", A RADIUS OF 908.51 FEET AND A CHORD WHICH BEARS S28°51'17"E A DISTANCE OF 292.91 FEET; 5) THENCE S38°07'54"E A DISTANCE OF 421.75 FEET TO A POINT OF CURVATURE; 6) THENCE 279.37 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°55'27", A RADIUS OF 1342.39 FEET AND A CHORD WHICH BEARS S32°10'10"E A DISTANCE OF 278.87 FEET; 7) THENCE S26°12'27"E A DISTANCE OF 1245.12 FEET; 8) THENCE S17°51'51"E A DISTANCE OF 548.53 FEET TO THE SOUTHERLY OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE, N88°56'40"W A DISTANCE OF 697.05 FEET; THENCE N17°52'14"W A DISTANCE OF 269.11 FEET; THENCE N26°12'18"W A DISTANCE OF 1202.50 FEET TO A POINT OF CURVATURE; THENCE 142.02 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°55'27", A RADIUS OF 682.39 FEET AND A CHORD WHICH BEARS N32°10'01"W A DISTANCE OF 141.76 FEET; THENCE N38°07'45"W A DISTANCE OF 422.32 FEET TO A POINT OF CURVATURE; THENCE 27.20 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°58'53", A RADIUS OF 1587.86 FEET AND A CHORD WHICH BEARS N37°32'18"W A DISTANCE OF 27.20 FEET; THENCE N89°34'38"W A DISTANCE OF 467.85 FEET TO A POINT ON THE WESTERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID WESTERLY LINE, N00°07'24"E A DISTANCE OF 845.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 49.526 ACRES, (2,157,367 SQUARE FEET), MORE OR LESS.

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

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616--High Point District Mapping Update\PLANS\2020.07.02_District_Mapping_Updates_6-11\Parcels_Exhibits\PARCEL_NO.8A.dwg

POINT OF COMMENCEMENT
N 1/4 SEC. 12,
T3S, R66W, 6TH
P.M. FOUND
3" BRASS CAP
IN RANGE BOX
PLS NO. 16398

64TH AVENUE

S00°13'14"W 29.94'
POINT OF BEGINNING
N00°07'24"E 845.08'

S89°34'14"E 374.70'

S00°27'55"W 40.97'

S80°19'22"E 387.39'

S63°56'46"E 94.26'

S19°34'40"E 59.78'

$\Delta=18^{\circ}33'13''$
R=908.51'
L=294.20'
CH=S28°51'17"E
292.91'

S38°07'54"E 421.75'

N89°34'38"W 467.85'
 $\Delta=0^{\circ}58'53''$
R=1587.86'
L=27.20'
CH=N37°32'18"W
27.20'

$\Delta=11^{\circ}55'27''$
R=1342.39'
L=279.37'
CH=S32°10'10"E
278.87'

N38°07'45"W 422.32'
 $\Delta=11^{\circ}55'27''$
R=682.39'
L=142.02'
CH=N32°10'01"W
141.76'

UNPLATTED
NE 1/4 SEC. 12
T3S, R66W, 6TH P.M.

S26°12'27"E 1245.12'
E-470
N26°12'18"W 1202.50'

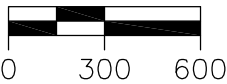
S17°51'51"E
548.53'

N17°52'14"W 269.11'

N88°56'40"W
697.05'

CENTER 1/4 SEC. 12,
T3S, R66W, 6TH P.M.

E 1/4 SEC. 12, T3S,
R66W, 6TH P.M.

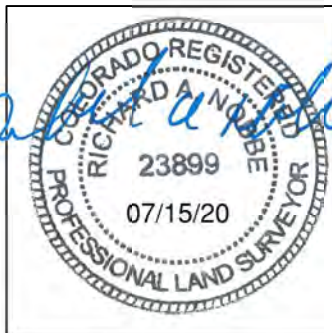


SCALE: 1"=600'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

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

PARCEL NO. 8A

JULY 13, 2020



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

HIGH POINT
 PARCEL NO.8A

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S89-34-14E	374.700				
002	S00-27-55W	40.970				
003	S80-19-22E	387.390				
004	S63-56-46E	94.260				
005	S19-34-40E	59.780				
006	S28-51-17E	292.910	908.510	294.200	294.194	018-33-13 CCW
007	S38-07-54E	421.750				
008	S32-10-10E	278.870	1342.390	279.370	279.374	011-55-27 CW
009	S26-12-27E	1245.120				
010	S17-51-51E	548.530				
011	N88-56-40W	697.050				
012	N17-52-14W	269.110				
013	N26-12-18W	1202.500				
014	N32-10-01W	141.760	682.390	142.020	142.016	011-55-27 CCW
015	N38-07-45W	422.320				
016	N37-32-18W	27.200	1587.860	27.200	27.200	000-58-53 CW
017	N89-34-38W	467.850				
018	N00-07-24E	845.080				

CLOSURE = 0.006 S48-27-32W
 PERIMETER = 7819.194 PRECISION = 1: 1000000
 AREA = 2157360.81 SQ. FEET OR 49.526189 ACRES

PARCEL NO.8B

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER CORNER OF SAID SECTION 7; THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, $S00^{\circ}26'36''E$ A DISTANCE OF 72.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, $N88^{\circ}58'40''E$ A DISTANCE OF 2582.92 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER, THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER, $S00^{\circ}05'23''E$ A DISTANCE OF 400.05 FEET; THENCE $S88^{\circ}58'40''W$ A DISTANCE OF 1800.19 FEET; THENCE $S34^{\circ}03'48''W$ A DISTANCE OF 215.26 FEET; THENCE $S88^{\circ}58'40''W$ A DISTANCE OF 1537.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) $N19^{\circ}20'19''W$ A DISTANCE OF 332.47 FEET TO A POINT OF CURVATURE; 2) THENCE 117.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $04^{\circ}39'31''$, A RADIUS OF 1442.05 FEET AND A CHORD WHICH BEARS $N17^{\circ}00'34''W$ A DISTANCE OF 117.22 FEET; 3) THENCE $N35^{\circ}20'55''E$ A DISTANCE OF 101.52 FEET; 4) THENCE $N83^{\circ}49'08''E$ A DISTANCE OF 785.62 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, $S89^{\circ}34'14''E$ A DISTANCE OF 179.60 FEET THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.754 ACRES, (1,688,114 SQUARE FEET), MORE OR LESS.

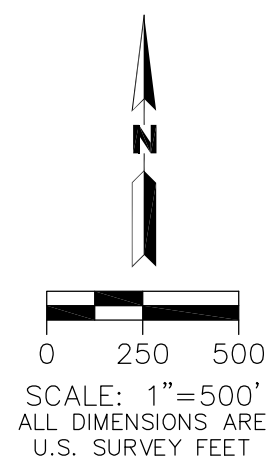
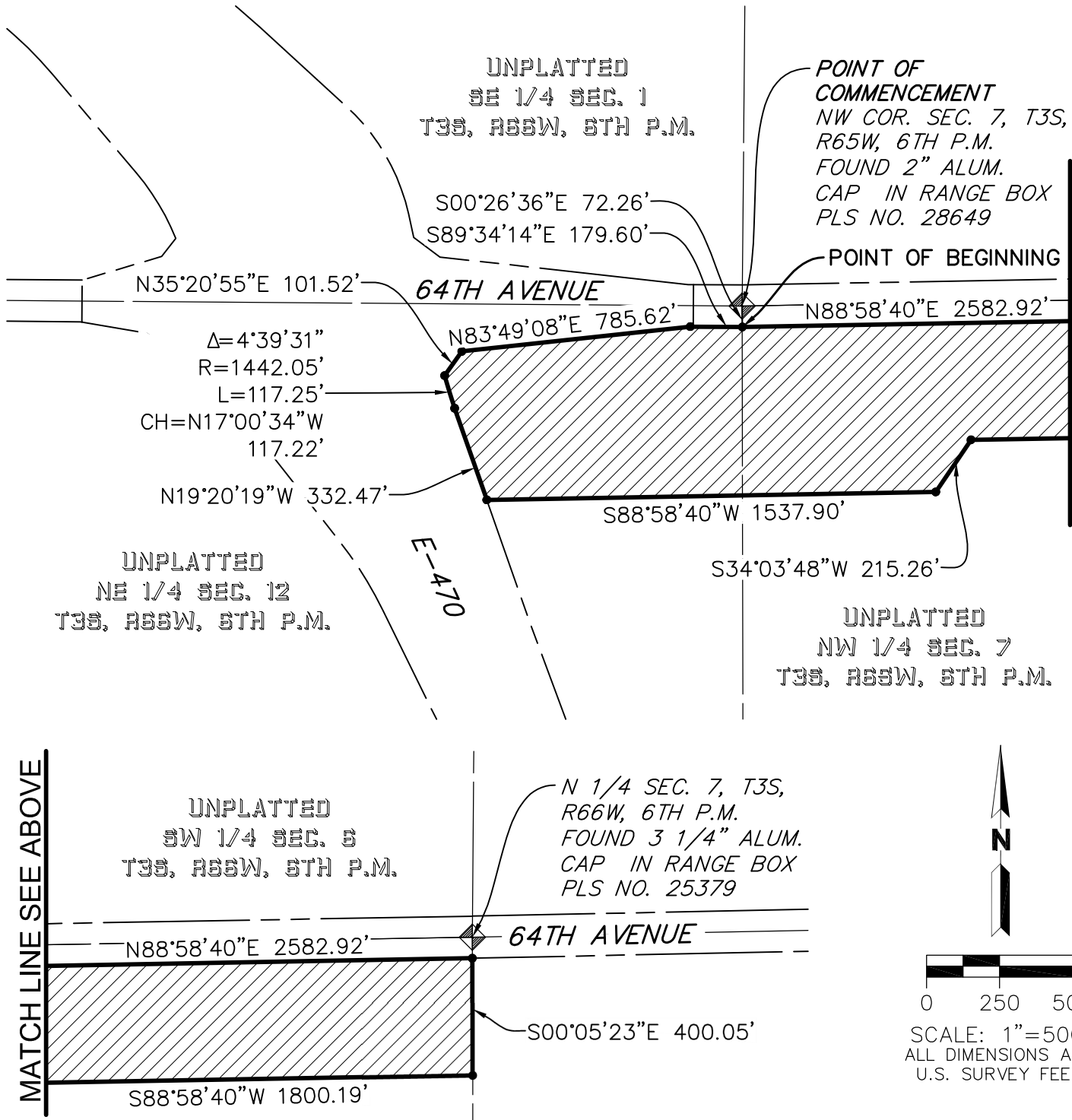
ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR $S00^{\circ}39'14''W$ AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020



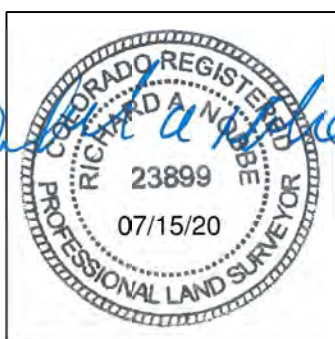
DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02 District Mapping Updates 6-11\Parcels Exhibits\PARCEL_NO.8B.dwg



PARCEL NO. 8B

JULY 13, 2020

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



MARTIN/MARTIN
CONSULTING ENGINEERS

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

MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
HIGH POINT
PARCEL NO. 8B

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N88-58-40E	2582.920				
002	S00-05-23E	400.050				
003	S88-58-40W	1800.190				
004	S34-03-48W	215.260				
005	S88-58-40W	1537.900				
006	N19-20-19W	332.470				
007	N17-00-34W	117.220	1442.050	117.250	117.252	004-39-31 CW
008	N35-20-55E	101.520				
009	N83-49-08E	785.620				
010	S89-34-14E	179.600				

CLOSURE = 0.004 S26-48-44W
PERIMETER = 8052.782 PRECISION = 1: 1000000
AREA = 1688102.85 SQ. FEET OR 38.753509 ACRES

PARCEL NO.8C

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE ALONG WESTERLY LINE OF SAID SOUTHWEST QUARTER, N00°25'38"E A DISTANCE OF 72.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AND THE POINT OF BEGINNING; THENCE ALONG WESTERLY LINE OF SAID SOUTHWEST QUARTER, N00°25'38"E A DISTANCE OF 1460.22 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) CONSECUTIVE COURSES: 1) S83°31'41"E A DISTANCE OF 1303.82 FEET; 2) THENCE S77°39'59"E A DISTANCE OF 192.76 FEET; 3) THENCE S78°44'24"E A DISTANCE OF 662.54 FEET TO A POINT OF CURVATURE; 4) THENCE 919.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38°24'12", A RADIUS OF 1371.99 FEET AND A CHORD WHICH BEARS S59°33'39"E A DISTANCE OF 902.48 FEET; 5) THENCE S40°22'18"E A DISTANCE OF 445.69 FEET TO A POINT OF CURVATURE; 6) THENCE 260.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°48'08", A RADIUS OF 795.30 FEET AND A CHORD WHICH BEARS S30°55'32"E A DISTANCE OF 259.81 FEET; 7) THENCE S37°58'19"W A DISTANCE OF 78.62 FEET; 8) THENCE S73°29'30"W A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) N89°34'14"W A DISTANCE OF 381.56 FEET; 2) THENCE N89°38'31"W A DISTANCE OF 2643.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 87.015 ACRES, (3,790,382 SQUARE FEET), MORE OR LESS.

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

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02_District Mapping Updates 6-11\Parcels Exhibits\PARCEL_NO.8C.dwg

W 1/4 SEC. 1, T3S,
R66W, 6TH P.M.
FOUND 3 1/4" ALUM.
CAP PLS NO. 35585

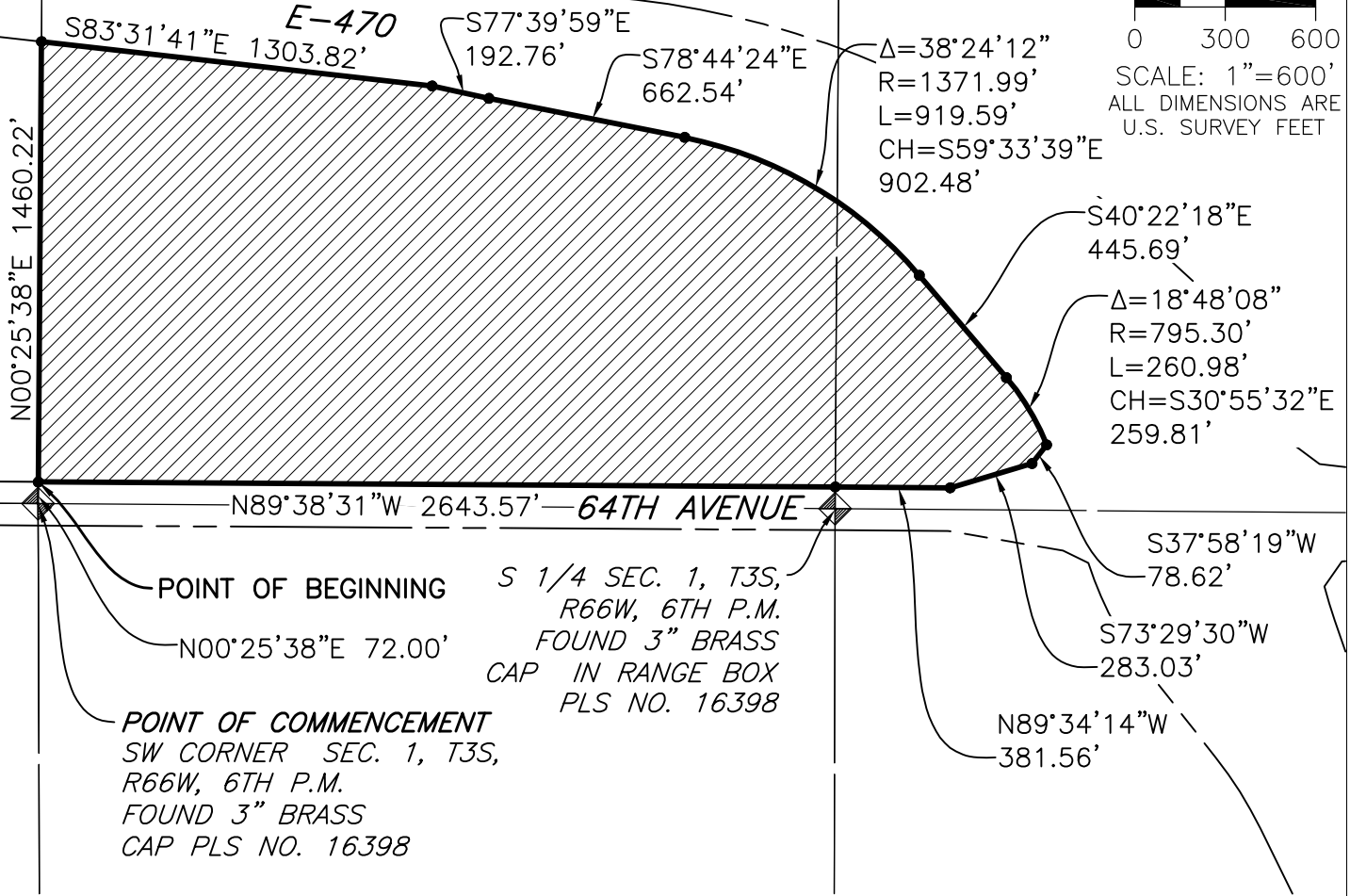
C 1/4 SEC. 1, T3S,
R66W, 6TH P.M.

UNPLATTED
SW 1/4 SEC. 1
T3S, R66W,
6TH P.M.

UNPLATTED
SE 1/4 SEC. 1
T3S, R66W,
6TH P.M.



0 300 600
SCALE: 1"=600'
ALL DIMENSIONS ARE
U.S. SURVEY FEET



POINT OF BEGINNING

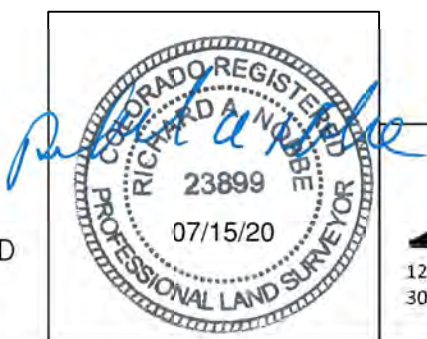
N00°25'38"E 72.00'

POINT OF COMMENCEMENT
SW CORNER SEC. 1, T3S,
R66W, 6TH P.M.
FOUND 3" BRASS
CAP PLS NO. 16398

S 1/4 SEC. 1, T3S,
R66W, 6TH P.M.
FOUND 3" BRASS
CAP IN RANGE BOX
PLS NO. 16398

PARCEL NO. 8C

JULY 13, 2020



MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

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

HIGH POINT
PARCEL NO. 8C

No	Bearing	Chord	Radius	M Arc	C Arc	Delta	
001	N00-25-38E	1460.220					
002	S83-31-41E	1303.820					
003	S77-39-59E	192.760					
004	S78-44-24E	662.540					
005	S59-33-39E	902.480	1371.990	919.590	919.598	038-24-12	CW
006	S40-22-18E	445.690					
007	S30-55-32E	259.810	795.300	260.980	260.979	018-48-06	CW
008	S37-58-19W	78.620					
009	S73-29-30W	283.030					
010	N89-34-14W	381.560					
011	N89-38-31W	2643.570					

CLOSURE = 0.009 S16-02-00E
PERIMETER = 8632.387 PRECISION = 1: 969733
AREA = 3790367.44 SQ. FEET OR 87.014863 ACRES

PARCEL NO.8D

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2 TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, S89°43'41"E A DISTANCE OF 745.57 FEET; THENCE S00°27'42"W A DISTANCE OF 863.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES; 1) N89°11'05"W A DISTANCE OF 212.61 FEET; 2) THENCE N83°31'41"W A DISTANCE OF 756.60 FEET; 3) THENCE N81°16'41"W A DISTANCE OF 97.07 FEET TO A POINT OF CURVATURE; 4) THENCE 579.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°02'26", A RADIUS OF 3669.72 FEET AND A CHORD WHICH BEARS N76°45'27"W A DISTANCE OF 578.44 FEET; THENCE N04°54'24"E A DISTANCE OF 639.95 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 2; THENCE ALONG SAID NORTHERLY LINE, S89°36'04"E A DISTANCE OF 830.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.932 ACRES, (1,260,272 SQUARE FEET), MORE OR LESS.

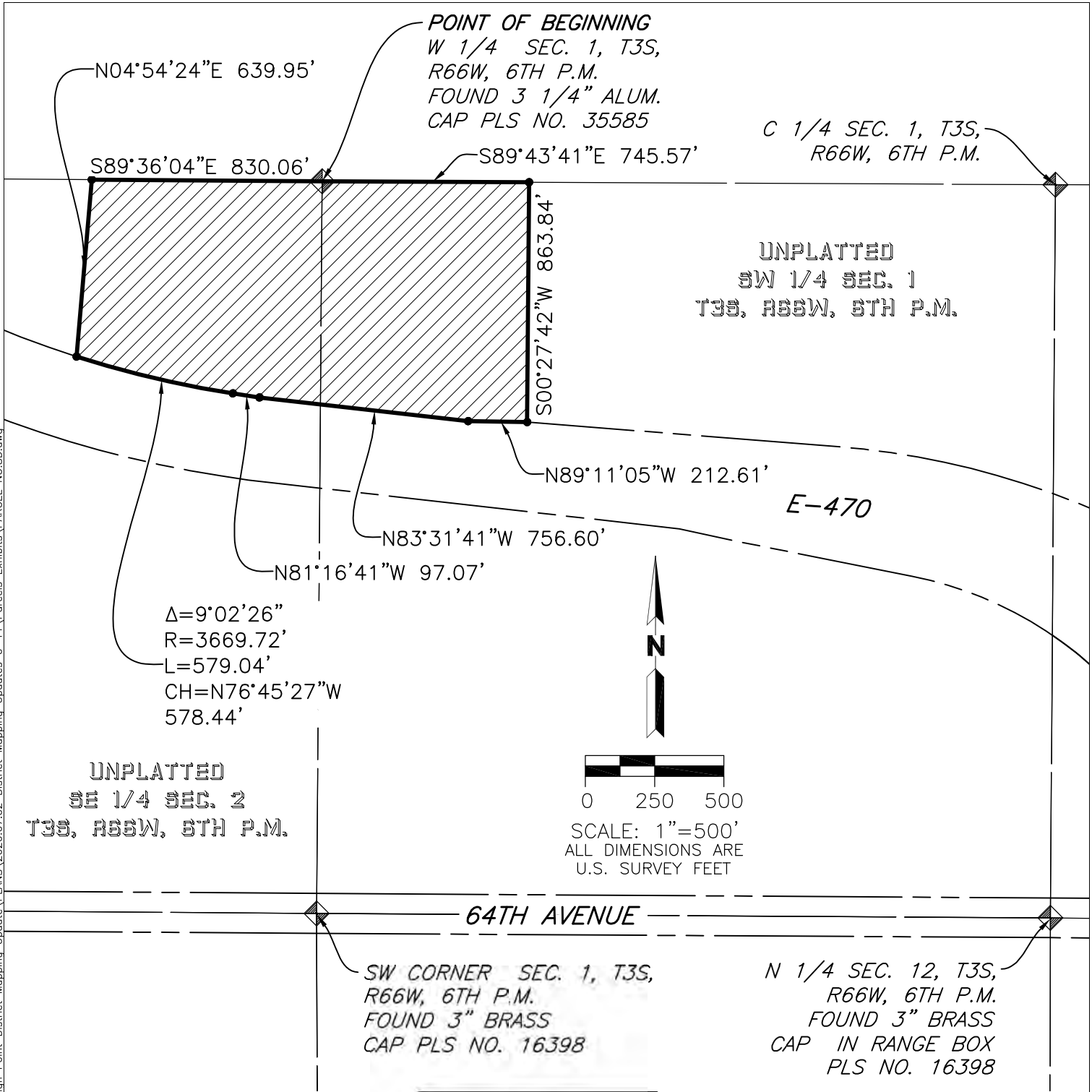
ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020

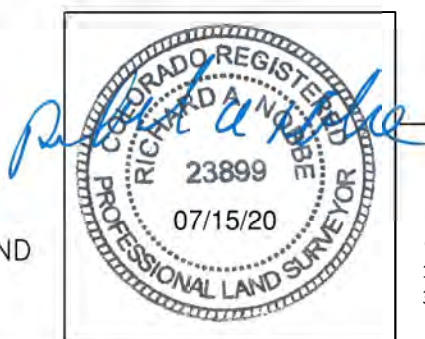


DRAWING LOCATION: G:\SCHLAPPE\16.0616--High Point District Mapping Update\PLANS\2020.07.02_District Mapping Updates 6-11\Parcels Exhibits\PARCEL_NO.8D.dwg



PARCEL NO. 8D

JULY 13, 2020



MARTIN/MARTIN
CONSULTING ENGINEERS

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

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

MARTIN/MARTIN, INC., 4251 Kipling, Wheat Ridge, Colorado 80034-4001
HIGH POINT
PARCEL NO.8D

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S89-43-41E	745.570				
002	S00-27-42W	863.840				
003	N89-11-05W	212.610				
004	N83-31-41W	756.600				
005	N81-16-41W	97.070				
006	N76-45-27W	578.440	3669.720	579.040	579.041	009-02-26 CW
007	N04-54-24E	639.950				
008	S89-36-04E	830.060				

CLOSURE = 0.008 S35-30-33W
PERIMETER = 4724.741 PRECISION = 1: 581282
AREA = 1260273.90 SQ. FEET OR 28.931908 ACRES

PARCEL NO.9

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 7, S88°32'05"W A DISTANCE OF 2593.10 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 12, N88°56'36"W A DISTANCE OF 115.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF E-470; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) CONSECUTIVE COURSES: 1) 268.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°12'29", A RADIUS OF 4798.31 FEET AND A CHORD WHICH BEARS N16°32'42"W A DISTANCE OF 268.62 FEET; 2) THENCE N27°18'36"W A DISTANCE OF 204.19 FEET; 3) THENCE, N21°05'15"W A DISTANCE OF 259.37 FEET; 4) THENCE N20°19'42"W A DISTANCE OF 479.08 FEET; 5) THENCE N20°24'51"W A DISTANCE OF 500.45 FEET; 6) THENCE N19°20'19"W A DISTANCE OF 449.93 FEET; THENCE N88°58'40"E A DISTANCE OF 1537.90 FEET; THENCE N34°03'48"E A DISTANCE OF 215.26 FEET; THENCE N88°58'40"E A DISTANCE OF 1800.19 FEET TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 7; THENCE ALONG SAID EASTERLY LINE, S00°05'23"E A DISTANCE OF 2197.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 151.574 ACRES, (6,602,569 SQUARE FEET), MORE OR LESS.

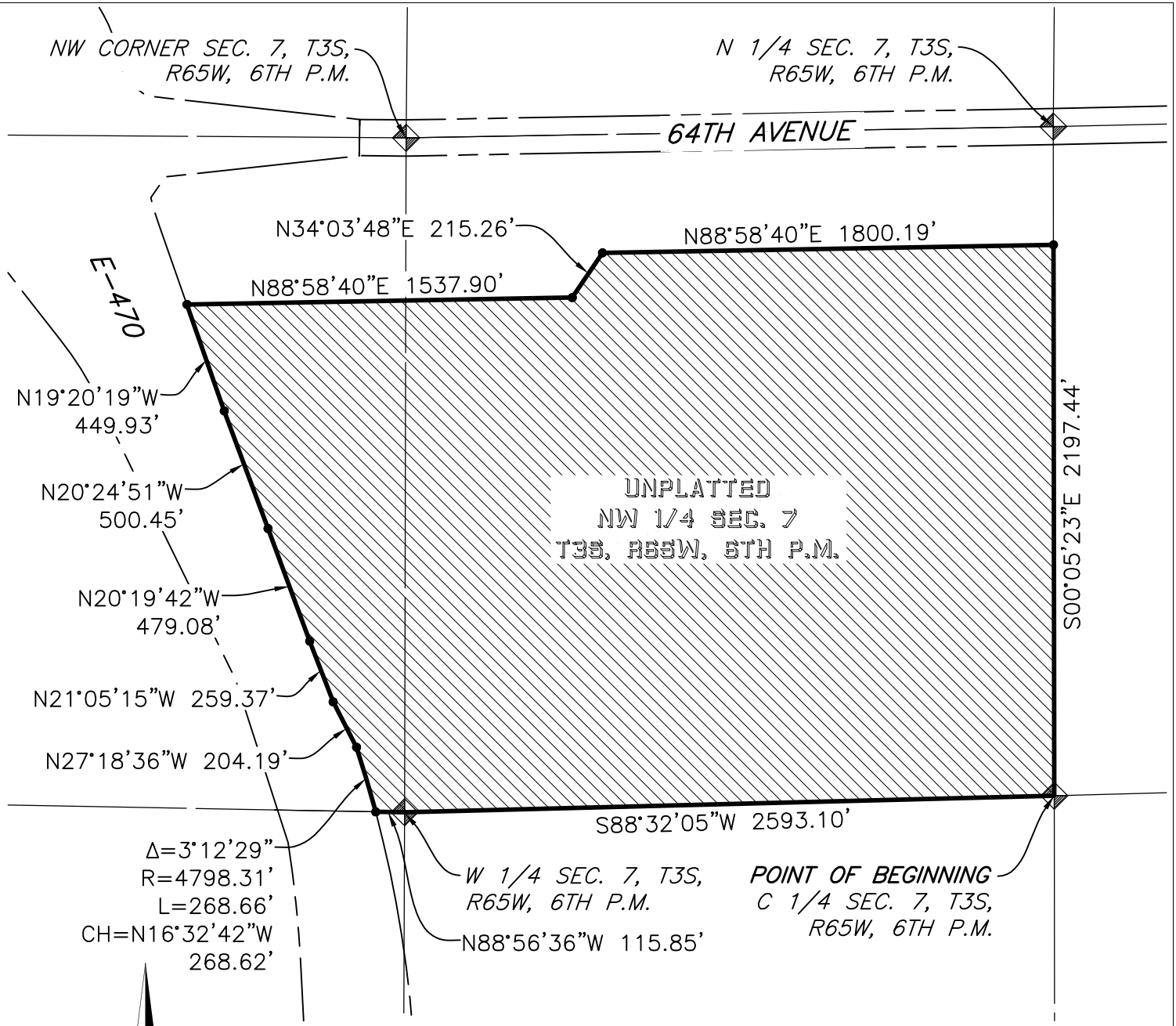
ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

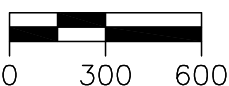
PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02_District Mapping Updates 6-11\Parcels Exhibits\PARCEL_NO.9.dwg

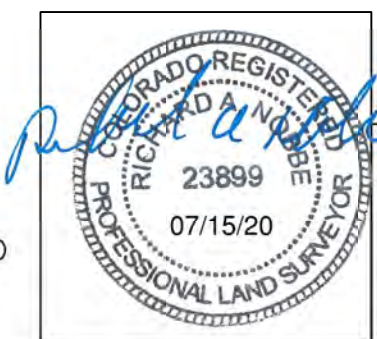


$\Delta=3^{\circ}12'29''$
 $R=4798.31'$
 $L=268.66'$
 $CH=N16^{\circ}32'42''W$
 $268.62'$



SCALE: 1"=600'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

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



PARCEL NO. 9

JULY 13, 2020

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

HIGH POINT
PARCEL NO. 9

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S88-32-05W	2593.100				
002	N88-56-36W	115.850				
003	N16-32-42W	268.620	4798.310	268.660	268.655	003-12-29 CCW
004	N27-18-36W	204.190				
005	N21-05-15W	259.370				
006	N20-19-42W	479.080				
007	N20-24-51W	500.450				
008	N19-20-19W	449.930				
009	N88-58-40E	1537.900				
010	N34-03-48E	215.260				
011	N88-58-40E	1800.190				
012	S00-05-23E	2197.440				

CLOSURE = 0.005 S55-00-29W
PERIMETER = 10621.415 PRECISION = 1: 1000000
AREA = 6602570.49 SQ. FEET OR 151.574162 ACRES

PARCEL NO. 10

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, S00°07'36"W A DISTANCE OF 875.01 FEET TO THE POINT OF BEGINNING; THENCE S89°34'38"E A DISTANCE OF 467.85 FEET; THENCE 27.20 FEET ALONG THE ARC OF A NON -TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°58'53", A RADIUS OF 1587.86 FEET AND A CHORD WHICH BEARS S37°32'18"E A DISTANCE OF 27.20 FEET; THENCE S38°07'45"E A DISTANCE OF 422.32 FEET TO A POINT OF CURVATURE; THENCE 142.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°55'27", A RADIUS OF 682.39 FEET AND A CHORD WHICH BEARS S32°10'01"E A DISTANCE OF 141.76 FEET; THENCE S26°12'18"E A DISTANCE OF 1202.50 FEET; THENCE S17°52'14"E A DISTANCE OF 269.11 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID SOUTHERLY LINE, N88°56'39"W A DISTANCE OF 1438.41 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, N00°07'36"E A DISTANCE OF 1785.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41.845 ACRES, (1,822,781 SQUARE FEET), MORE OR LESS.

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

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 13, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02 District Mapping Updates 6-11\Parcels Exhibits\PARCEL_NO.10.dwg

64TH AVENUE

POINT OF COMMENCEMENT
N 1/4 SEC. 12,
T3S, R66W, 6TH
P.M. FOUND
3" BRASS CAP
IN RANGE BOX
PLS NO. 16398

NE CORNER SEC. 12,
T3S, R66W, 6TH P.M.
FOUND 2" ALUM.
CAP IN RANGE BOX
PLS NO. 28649

POINT OF BEGINNING

N00°07'36"E
875.01'

S89°34'38"E
467.85'

$\Delta=0^{\circ}58'53''$
R=1587.86'
L=27.20'
CH=S37°32'18"E
27.20'

S38°07'45"E
422.32'

$\Delta=11^{\circ}55'27''$
R=682.39'
L=142.02'
CH=S32°10'01"E
141.76'

N00°07'36"E 1785.76'

S26°12'18"E 1202.50'

E-470

UNPLATTED
NE 1/4 SEC. 12
T3S, R66W, 6TH P.M.

S17°52'14"E
269.11'

N88°56'39"W 1438.41'

C 1/4 SEC. 12, T3S,
R66W, 6TH P.M.



SCALE: 1"=500'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

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



PARCEL NO.10

JULY 13, 2020

MARTIN/MARTIN
CONSULTING ENGINEERS

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

HIGH POINT
PARCEL NO.10

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S89-34-38E	467.850				
002	S37-32-18E	27.200	1587.860	27.200	27.200	000-58-53 CCW
003	S38-07-45E	422.320				
004	S32-10-01E	141.760	682.390	142.020	142.016	011-55-27 CW
005	S26-12-18E	1202.500				
006	S17-52-14E	269.110				
007	N88-56-39W	1438.410				
008	N00-07-36E	1785.760				

CLOSURE = 0.006 S68-52-00W
PERIMETER = 5755.166 PRECISION = 1: 1000000
AREA = 1822779.13 SQ. FEET OR 41.845251 ACRES

PARCEL NO. 11

LAND DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 6, THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, S00°27'36"W A DISTANCE OF 2184.19 FEET; THENCE S88°58'40"W A DISTANCE OF 2582.95 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WESTERLY LINE N00°30'40"E A DISTANCE OF 2176.99 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER ; THENCE ALONG SAID NORTHERLY LINE, N88°49'01"E A DISTANCE OF 2581.20 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE FOLLOWING PARCEL. A PARCEL OF LAND SITUATED IN SAID SOUTHWEST QUARTER; COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, N00°27'36"E A DISTANCE OF 1240.05 FEET; THENCE N89°32'24"W A DISTANCE OF 694.40 FEET TO THE POINT OF BEGINNING; THENCE S88°33'51"W A DISTANCE OF 40.00 FEET; THENCE N01°26'09"W A DISTANCE OF 20.00 FEET; THENCE N88°33'51"E A DISTANCE OF 40.00 FEET; THENCE S01°26'09"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 129.190 ACRES, (5,627,845 SQUARE FEET), MORE OR LESS.

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

BASIS OF BEARING: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR S00°39'14"W AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #36580 AT THE CENTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #29412 AT THE SOUTH QUARTER CORNER.

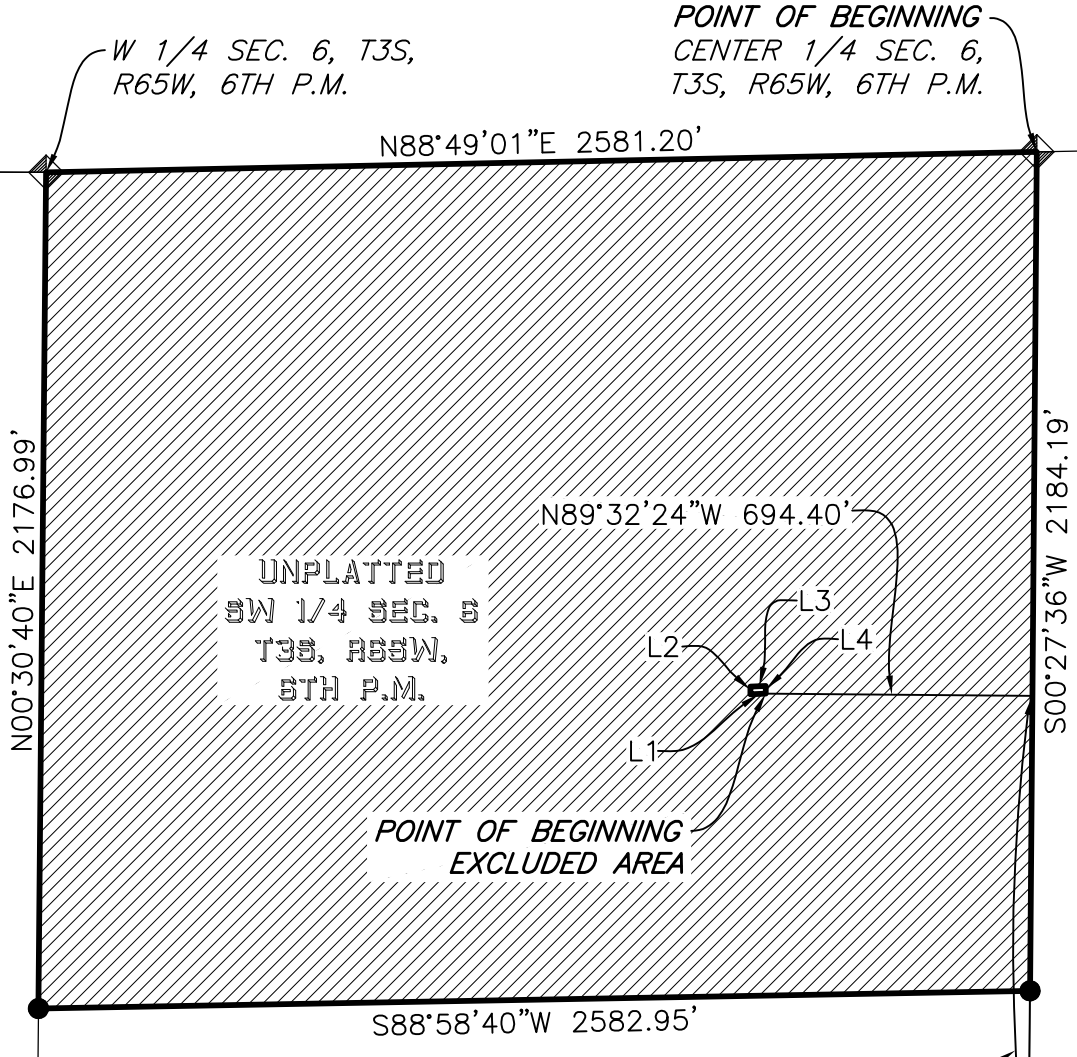
PREPARED BY DENNIS PETER
REVIEWED BY RICHARD A. NOBBE, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
JULY 22, 2020



DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping Update\PLANS\2020.07.02_District_Mapping_Updates_6-11\Parcels_ Exhibits\PARCEL_NO.11.dwg

UNPLATTED
SE 1/4 SEC. 1
T3S, R65W,
6TH P.M.

UNPLATTED
SW 1/4 SEC. 6
T3S, R65W,
6TH P.M.



POINT OF BEGINNING
CENTER 1/4 SEC. 6,
T3S, R65W, 6TH P.M.

N88°49'01"E 2581.20'

N00°30'40"E 2176.99'

N89°32'24"W 694.40'

S00°27'36"W 2184.19'

POINT OF BEGINNING
EXCLUDED AREA

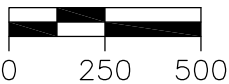
S88°58'40"W 2582.95'

N00°27'36"E 1240.05'

64TH AVENUE

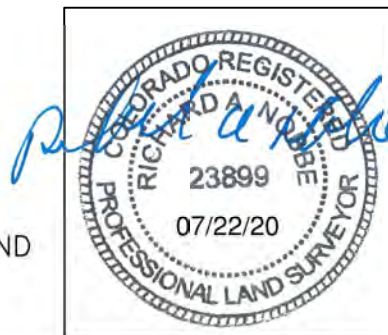
SW COR, SEC. 6, T3S,
R65W, 6TH P.M.

POINT OF COMMENCEMENT
EXCLUDED AREA
S 1/4, SEC. 6, T3S,
R65W, 6TH P.M.



SCALE: 1"=500'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

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



PARCEL NO.11
SHEET 1 OF 2

JULY 22, 2020

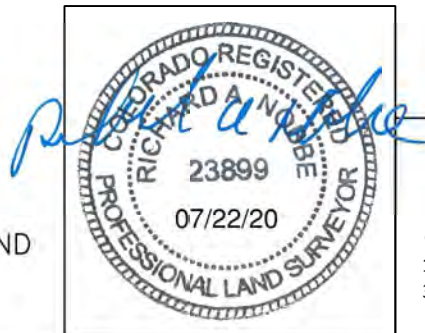


12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

DRAWING LOCATION: G:\SCHLAPPE\16.0616--High Point District Mapping Update\PLANS\2020.07.02_District_Mapping_Updates_6-11\Parcels_ Exhibits\PARCEL_NO.11.dwg

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S88°33'51"W	40.00'
L2	N01°26'09"W	20.00'
L3	N88°33'51"E	40.00'
L4	S01°26'09"E	20.00'

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



PARCEL NO.11
SHEET 2 OF 2

JULY 22, 2020

 **MARTIN/MARTIN**
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

HIGH POINT
PARCEL NO 11

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S00-27-36W	2184.190				
002	S88-58-40W	2582.950				
003	N00-30-40E	2176.990				
004	N88-49-01E	2581.200				

CLOSURE = 0.006 N57-42-17E
PERIMETER = 9525.330 PRECISION = 1: 1000000
AREA = 5628279.54 SQ. FEET OR 129.207519 ACRES

HIGH POINT

PARCEL NO. 11 EXCEPTION AREA

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	S88-33-51W	40.000				
002	N01-26-09W	20.000				
003	N88-33-51E	40.000				
004	S01-26-09E	20.000				

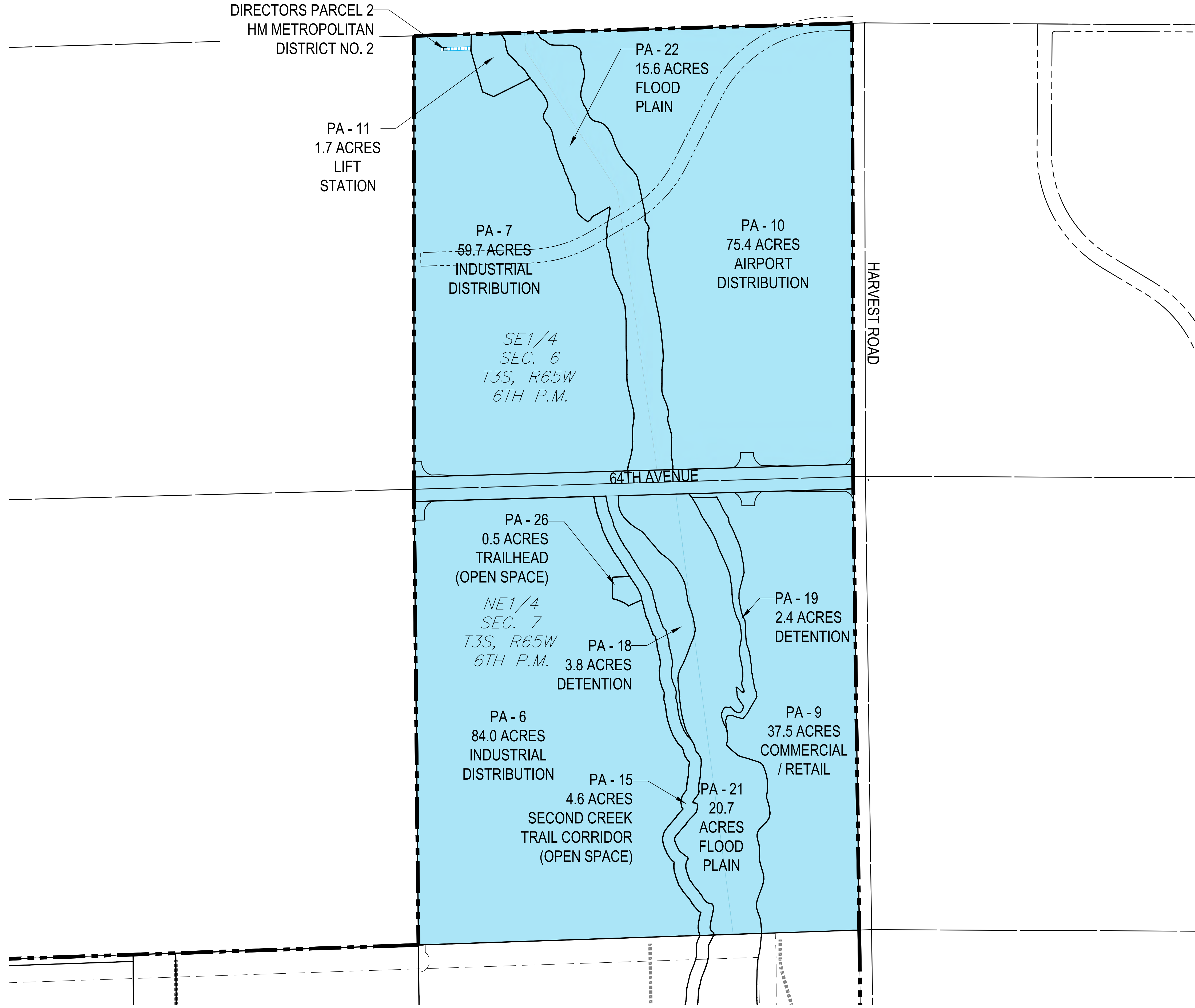
CLOSURE = 0.000 N00-54-17E

PERIMETER = 120.000 PRECISION = 1: 1000000

AREA = 800.00 SQ. FEET OR 0.018365 ACRES

EXHIBIT B
HM Service Area

HM METROPOLITAN DISTRICT NO. 2



PLOT DATE: Thursday, August 13, 2020 3:16 PM LAST SAVED BY: DLE
 DRAWING LOCATION: G:\HORN\19.0001-Harvest Mile FDP\ENG\LEGAL\64TH AVENUE - DISTRICT MAP\64TH AVENUE - DISTRICT MAP.dwg



NOT FOR CONSTRUCTION

64TH AVENUE AUTHORITY
 DISTRICT MAP

No.	Issue / Revision	Date	Name
1	DISTRICT MAP	08/04/20	MM
2	INCLUDE DIRECTORS PARCEL 2	08/13/20	MM

Job Number 19.0001
 Project Manager D. LE
 Design By D. LE
 Drawn By D. LE
 Principal in Charge P. HORN
 THE DESIGNS SHOWN HEREIN INCLUDING ALL TECHNICAL DRAWINGS, SPECIFICATIONS, NOTES, CONDITIONS, CONTRACTS, AGREEMENTS, & CAN NOT BE COPIED, REPRODUCED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM MARTIN/MARTIN, INC.

Sheet Number:
DM

INCLUSION AREA FOR HM METROPOLITAN DISTRICT NO.2
EXHIBIT A
1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, N88°21'35"E A DISTANCE OF 2568.89 FEET;

THENCE ALONG A LINE 72 FEET WESTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 6, S00°06'31"E A DISTANCE OF 2583.93 FEET;

THENCE ALONG A LINE 72 FEET NORTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 6, S88°21'19"W A DISTANCE OF 2573.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID WESTERLY LINE, N00°00'38"W A DISTANCE OF 2584.25 FEET;

EXCLUDING DIRECTORS PARCELS 1-9 AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, THENCE S65°53'21"E A DISTANCE OF 168.70 FEET TO THE POINT OF BEGINNING;

THENCE N88°21'15"E A DISTANCE OF 180.00 FEET;

THENCE S01°38'45"E A DISTANCE OF 20.00 FEET;

THENCE S88°21'15"W A DISTANCE OF 180.00 FEET

THENCE N01°38'45"W A DISTANCE OF 20.00 FEET;

SAID PARCEL CONTAINS 151.636 ACRES (6,637,832 SQ. FT.) MORE OR LESS.

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

BASIS OF BEARING:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S00°33'21"E ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH RANGE 65 WEST OF THE 6TH P.M. BEING MONUMENTED AS A FOUND 3 1/4" ALUMINUM CAP PLS # 25379 IN RANGEBOX AT THE CENTER QUARTER CORNER AND A FOUND 2 1/2" ALUMINUM CAP PLS #28285 AT THE SOUTH QUARTER CORNER.

PREPARED BY: DOMINIC BEJARANO
REVIEWED BY: RICHARD A. NOBBE, P.L.S.
FOR AND ON BEHALF OF
MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
MARCH 4, 2020



INCLUSION AREA FOR HM METROPOLITAN DISTRICT NO.2

EXHIBIT A
2 OF 2

POINT OF
COMMENCEMENT

NW1/4 COR.,
SEC. 6,
T.3S., R.65W.,
6TH P.M.

S65°53'21"E 168.70'

N88°21'15"E 180.00'

N88°21'35"E 2568.89'

S01°38'45"E 20.00'

DIRECTORS PARCELS
1-9

S88°21'15"W 180.00'

N01°38'45"W 20.00'

72.00'

METRO DISTRICT A
151.636 ACRES
6,637,832 SQ. FT.

SE1/4
SEC. 6
T3S, R65W
6TH P.M.

N00°00'38"W 2584.25'

S00°06'31"E 2583.93'

S88°21'19"W 2573.32'

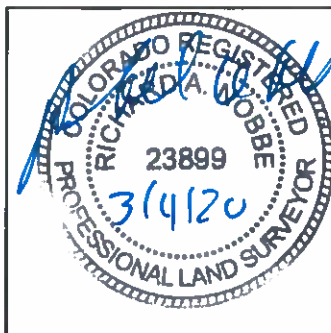
72.00'



0 250 500

SCALE: 1"=500'

ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET



MARCH 04, 2020

MARTIN/MARTIN
CONSULTING ENGINEERS

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

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

INCLUSION AREA FOR HM METROPOLITAN DISTRICT NO.2
EXHIBIT B
1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 7, ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, N00°33'29"W A DISTANCE OF 2597.34 FEET;
THENCE ALONG A LINE 72 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, N88°21'19"E A DISTANCE OF 2573.73 FEET ;
THENCE ALONG A LINE 72 FEET WESTERLY OF AND PARALLEL TO EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, S00°46'20"E A DISTANCE OF 2584.18 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7 ;
THENCE ALONG SAID SOUTHERLY LINE, S88°04'02"W A DISTANCE OF 2583.68 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 153.340 ACRES (6,679,470 SQ. FT.) MORE OR LESS.

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

BASIS OF BEARING:

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S00°33'21"E ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH RANGE 65 WEST OF THE 6TH P.M. BEING MONUMENTED AS A FOUND 3 1/4" ALUMINUM CAP PLS # 25379 IN RANGEBOX AT THE CENTER QUARTER CORNER AND A FOUND 2 1/2" ALUMINUM CAP PLS #28285 AT THE SOUTH QUARTER CORNER.

PREPARED BY: DOMINIC BEJARANO
REVIEWED BY: RICHARD A. NOBBE, P.L.S.
FOR AND ON BEHALF OF
MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
MARCH 4, 2020



INCLUSION AREA FOR HM METROPOLITAN DISTRICT NO.2
EXHIBIT B
2 OF 2

N88°21'19"E 2573.73'

72.00'

N00°33'29"W 2597.34'

NW1/4
SEC. 7,
T3S, R65W
6TH P.M.

METRO DISTRICT B
153.340 ACRES
6,679,470 SQ. FT.

NE1/4
SEC. 7
T3S,
R65W
6TH P.M.

S00°46'20"E 2584.18'

72.00'

S88°04'02"W 2583.68'

POINT OF COMMENCEMENT

C1/4 COR., SEC. 7
T.3S., R.65W., 6TH P.M.
FOUND 3-1/4" ALUM. CAP
PLS #25379

SE1/4
SEC. 7
T3S,
R65W
6TH P.M.



SCALE: 1"=500'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

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







MARCH 04, 2020

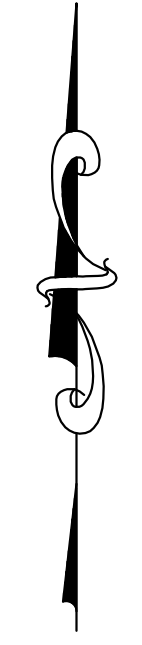
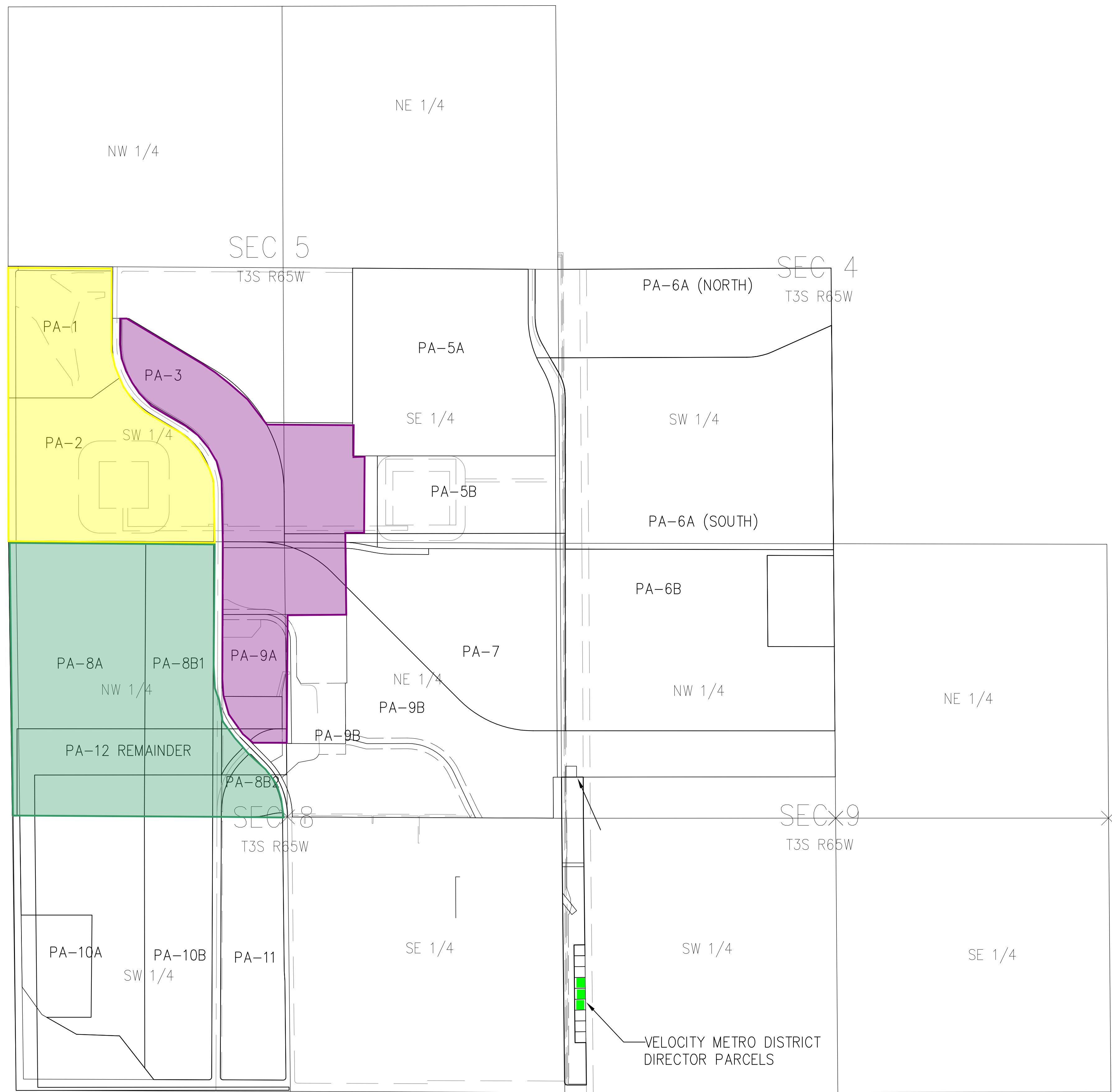
 **MARTIN/MARTIN**
CONSULTING ENGINEERS

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

EXHIBIT C
Velocity Service Area

THIS AND ANY OTHER ELECTRONIC MEDIA COUNTDOWN IS AN INSTRUMENT OF SERVICE PREPARED BY HERBICK AND COMPANY FOR A DEFINED PROJECT. PLEASE CONSULT WITH THE PROJECT ENGINEER FOR A FINISHED INSTRUMENT. WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF HERBICK AND COMPANY, THIS INSTRUMENT SHALL BE AT THE USER'S RISK FOR THE UNAUTHORIZED USE WITHOUT LIABILITY OF LOSS OF DATA TO HERBICK AND COMPANY.

-  DISTRICT 4
-  DISTRICT 5
-  DISTRICT 6
-  DISTRICT 4-6



N.T.S.

EXHIBIT A

PROPERTY DESCRIPTION

THREE PARCELS OF LAND BEING A PORTION OF SECTION 5, AND SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, AS BEARING S00°15'29"E A DISTANCE OF 2651.67 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 5 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 27275 AND THE NORTH QUARTER CORNER OF SAID SECTION 8 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 14630.

PARCEL 1

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 5;

THENCE S72°39'11"W A DISTANCE OF 1639.76 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP AS DESCRIBED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S89°40'05"E A DISTANCE OF 73.11 FEET;

THENCE S59°00'41"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 962.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°34'06", A RADIUS OF 1395.00 FEET, A CHORD BEARING S44°13'38"E A DISTANCE OF 711.95 FEET, AND AN ARC DISTANCE OF 719.91 FEET;

THENCE S89°40'02"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 841.44 FEET;

THENCE S00°00'04"W A DISTANCE OF 318.58 FEET;

THENCE S89°59'56"E A DISTANCE OF 239.54 FEET;

THENCE S00°01'22"W A DISTANCE OF 424.46 FEET;

THENCE S00°01'18"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 457.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES;

1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°09'54", A RADIUS OF 955.00 FEET, A CHORD BEARING N79°57'30"W A DISTANCE OF 19.42 FEET, AND AN ARC DISTANCE OF 19.42 FEET;

2. THENCE N79°22'33"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 148.12 FEET;

3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°33'33", A RADIUS OF 955.00 FEET, A CHORD BEARING N84°39'19"W A DISTANCE OF 175.75 FEET, AND AN ARC DISTANCE OF 176.00 FEET;



KENNETH G. QUELTETTE, P.L.S. 24673

DATE: AUGUST 11, 2020

JOB NO. 65418434

FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 1 OF 3

EXHIBIT A

PROPERTY DESCRIPTION

4. THENCE N89°56'06"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 313.18 FEET;
5. THENCE N89°37'30"W A DISTANCE OF 491.28 FEET;
6. THENCE N89°47'10"W A DISTANCE OF 354.28 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
 1. N00°12'50"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 465.49 FEET;
 2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 59°13'35", A RADIUS OF 792.00 FEET, A CHORD BEARING N29°23'57"W A DISTANCE OF 782.72 FEET, AND AN ARC DISTANCE OF 818.69 FEET;
 3. THENCE N59°00'45"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 294.80 FEET;
 4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 59°20'35", A RADIUS OF 708.00 FEET, A CHORD BEARING N29°20'27"W A DISTANCE OF 700.96 FEET, AND AN ARC DISTANCE OF 733.30 FEET;
 5. THENCE N00°19'51"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 249.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,456,089 SQUARE FEET (56.384 ACRES), MORE OR LESS.

PARCEL 2

- COMMENCING** AT SAID CENTER QUARTER CORNER OF SECTION 5;
THENCE S12°06'00"E A DISTANCE OF 2777.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S00°17'58"E A DISTANCE OF 282.71 FEET;
THENCE N89°40'46"W A DISTANCE OF 27.02 FEET;
THENCE N00°17'58"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 283.35 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°44'13", A RADIUS OF 892.00 FEET, A CHORD BEARING S88°19'23"E A DISTANCE OF 27.04 FEET, AND AN ARC DISTANCE OF 27.04 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,650 SQUARE FEET (0.176 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 2 OF 3

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 3

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 5;

THENCE S11°38'08"E A DISTANCE OF 2773.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S00°17'58"E A DISTANCE OF 283.32 FEET;

THENCE N89°40'46"W A DISTANCE OF 496.71 FEET;

THENCE S00°01'03"E A DISTANCE OF 354.57 FEET;

THENCE S89°58'57"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 243.93 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°23'17", A RADIUS OF 250.00 FEET, A CHORD BEARING S45°19'19"E A DISTANCE OF 351.66 FEET, AND AN ARC DISTANCE OF 390.03 FEET;

THENCE S00°37'40"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 1000.12 FEET;

THENCE N89°39'32"W A DISTANCE OF 367.61 FEET;

THENCE S45°07'32"W A DISTANCE OF 9.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP AS DESCRIBED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N44°52'35"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 111.92 FEET;

2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°05'22", A RADIUS OF 758.00 FEET, A CHORD BEARING N28°19'54"W A DISTANCE OF 431.70 FEET, AND AN ARC DISTANCE OF 437.76 FEET;

3. THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°00'03", A RADIUS OF 758.00 FEET, A CHORD BEARING N05°47'12"W A DISTANCE OF 158.48 FEET, AND AN ARC DISTANCE OF 158.77 FEET;

4. THENCE N00°12'50"E TANGENT WITH THE LAST DESCRIBED CURVE AND NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1255.95 FEET;

5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, A CHORD BEARING N45°12'54"E A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. S89°47'10"E A DISTANCE OF 329.18 FEET;

2. THENCE S89°37'30"E A DISTANCE OF 482.27 FEET;

3. THENCE S84°59'44"E A DISTANCE OF 70.25 FEET;

4. THENCE S89°56'06"E A DISTANCE OF 241.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,324,598 SQUARE FEET (30.409 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK

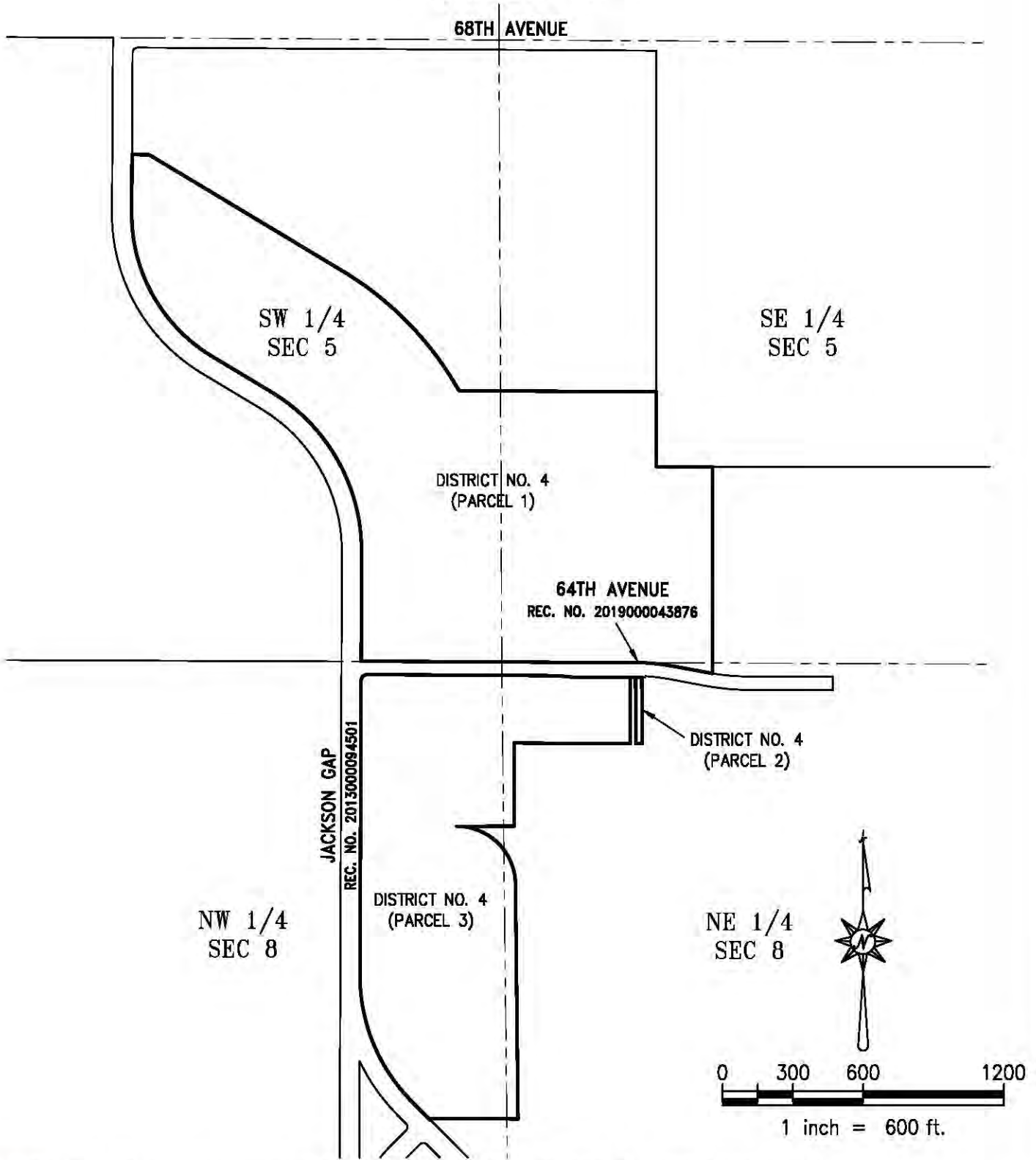
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 3 OF 3

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK

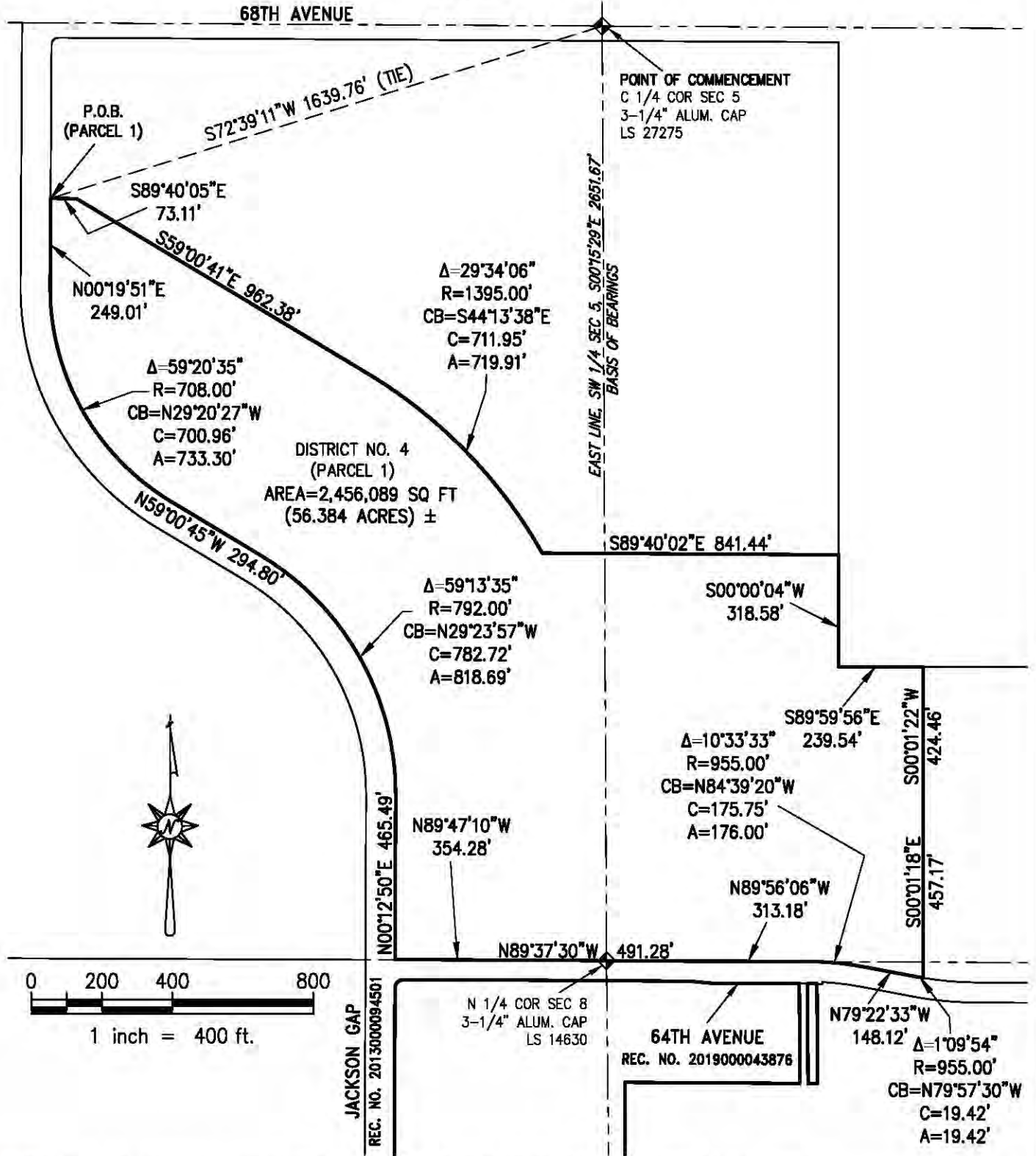
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VICINITY MAP

DATE: 8/11/20

SHEET: 1 OF 3

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



MERRICK

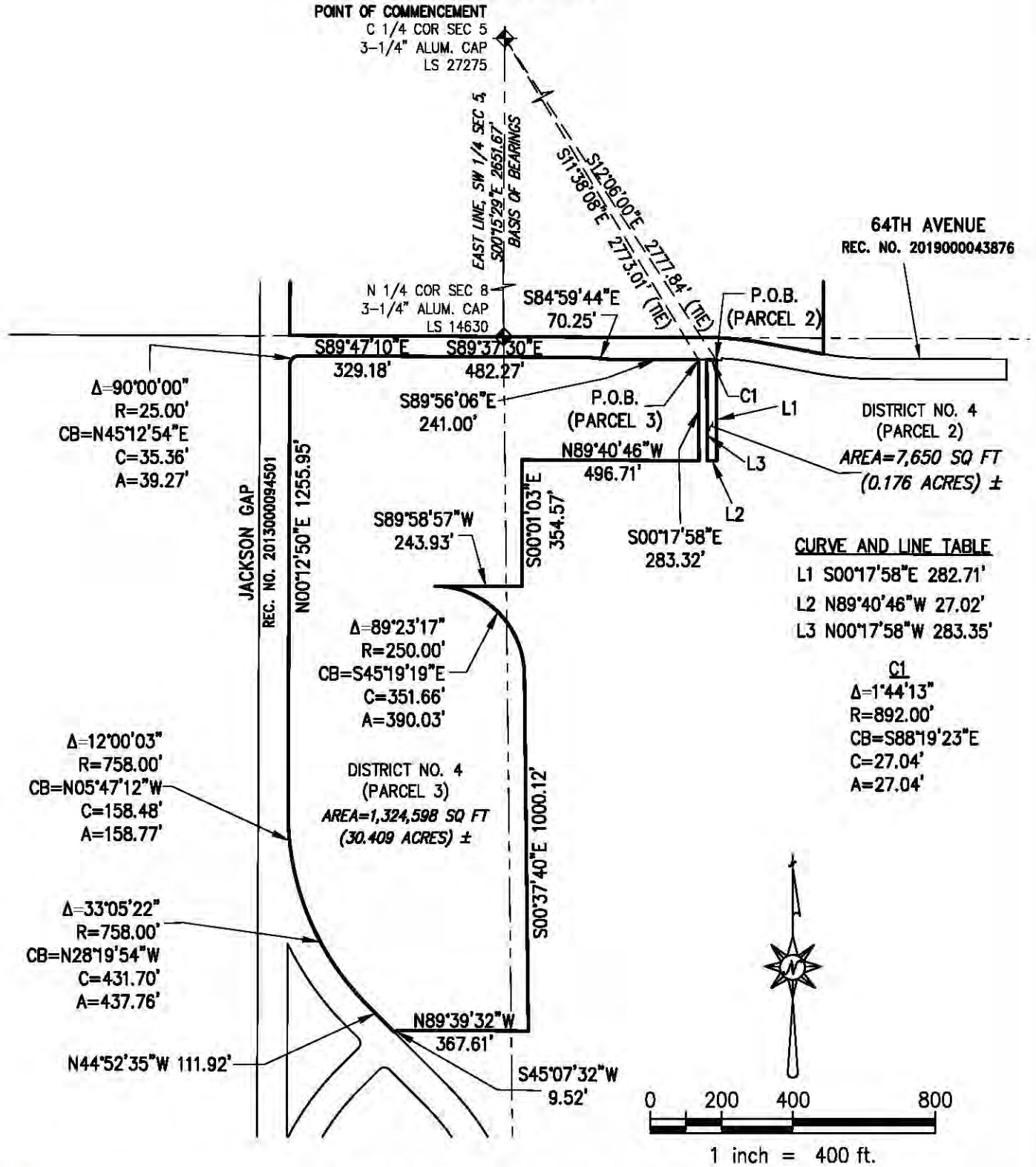
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 2 OF 3

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 3 OF 3

EXHIBIT A

(Legal Description)

(Exhibit A to Order for Inclusion of Property -
Velocity Metropolitan District No. 5)

PORTEOS
PARCEL PA-1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP
3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3
SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN SAID POINT BEING
THE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF THE SAID SOUTHWEST QUARTER
S89°40'09"E A DISTANCE OF 1012.71 FEET TO A POINT ON THE WESTERLY RIGHT-
OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT
RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°19'51"W A DISTANCE
OF 747.04 FEET TO A POINT OF CURVATURE;
THENCE 336.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 24°21'15" AND A CHORD WHICH
BEARS S11°50'47"E A DISTANCE OF 334.12 FEET;
THENCE S54°07'43"W A DISTANCE OF 331.06 FEET;
THENCE N89°59'19"W A DISTANCE OF 806.30 FEET TO A POINT ON THE WESTERLY
LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;
THENCE ALONG SAID WESTERLY LINE N00°06'29"W A DISTANCE OF 1273.71 FEET
TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF
THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST
OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS
MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST
QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE
CENTER QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
10/9/2013
REV. 01/14/2014

PORTEOS
PARCEL PA-2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP
3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA,
COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3
SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG
THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5,
S00°06'29"E A DISTANCE OF 1273.71 FEET TO THE POINT OF BEGINNING;
THENCE S89°59'19"E A DISTANCE OF 806.30 FEET;
THENCE N54°07'43"E A DISTANCE OF 331.06 FEET TO A POINT ON THE WESTERLY
RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013
AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4)
CONSECUTIVE COURSES;
1.) 483.65 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT,
HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 34°59'20" AND A CHORD
WHICH BEARS S41°31'05"E A DISTANCE OF 476.17 FEET TO A POINT OF TANGENCY;
2.) THENCE S59°00'45"E A DISTANCE OF 294.80 FEET TO A POINT OF CURVATURE;
3.) THENCE 731.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
RADIUS OF 708.00 FEET, A CENTRAL ANGLE OF 59°13'35" AND A CHORD WHICH
BEARS S29°23'57"E A DISTANCE OF 699.70 FEET;
4.) THENCE S00°12'50"W A DISTANCE OF 465.46 FEET;
THENCE N89°47'10"W A DISTANCE OF 1982.08 FEET TO A POINT ON THE WESTERLY
LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID WESTERLY LINE OF SECTION 5 N00°06'29"W A DISTANCE OF
1382.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 58.322 ACRES (2,540,502 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 1/4" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 1/4" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
10/9/2013
REV. 01/14/2014

EXHIBIT A

LEGAL DESCRIPTION – PA – 8A & 8B

DATE FILED: July 4, 2019 6:41 PM
FILING ID: 9FF4160A2F911
CASE NUMBER: 2008CV483

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°46'23" WEST, 2655.85 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 72.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HARVEST ROAD AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000011259 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00°46'23" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2655.89 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89°47'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1910.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°12'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2657.40 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89°43'41" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1864.32 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 5,013,216 SQUARE FEET OR 115.088 ACRES, MORE OR LESS.

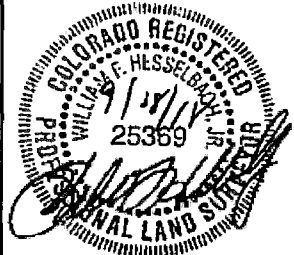
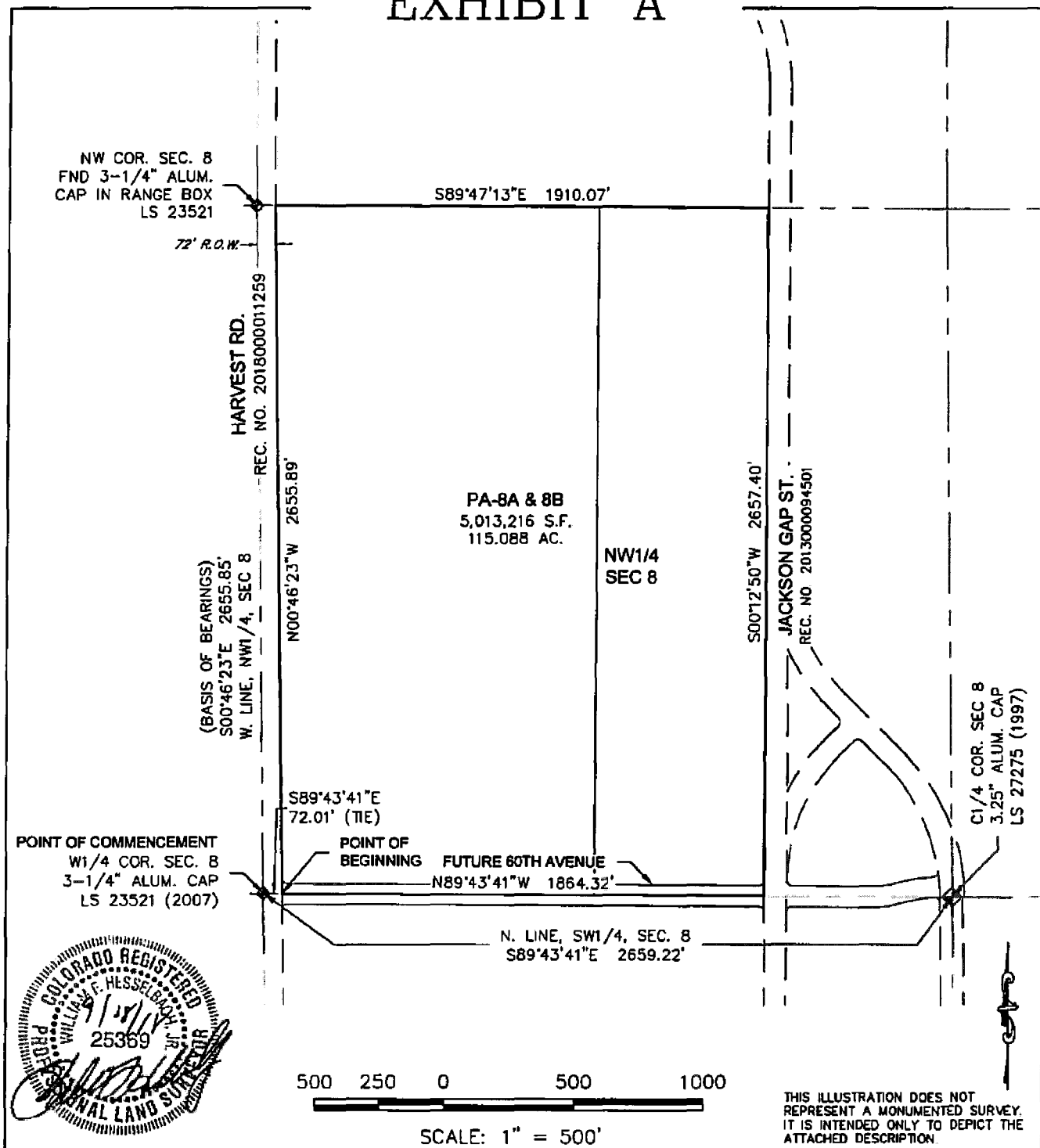
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT A



PORTEOS / 8A & 8B			A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.		
BY: MJP	SCALE: 1" = 500'	R.O.W.			
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702			

EXHIBIT A

LEGAL DESCRIPTION – PA - 8B1

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°19'54" WEST, 2658.06 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 57°26'56" WEST, A DISTANCE OF 756.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 549.09 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 842.00 FEET, A CENTRAL ANGLE OF 19°16'46", AN ARC LENGTH OF 283.32 FEET, THE CHORD OF WHICH BEARS SOUTH 35°14'12" EAST, 281.99 FEET TO A POINT OF REVERSE CURVATURE

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 00°07'25" WEST, 28.28 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 787.00 FEET, A CENTRAL ANGLE OF 18°11'47", AN ARC LENGTH OF 249.94 FEET, THE CHORD OF WHICH BEARS SOUTH 36°01'32" WEST, 248.89 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 51,053 SQUARE FEET OR 1.172 ACRES, MORE OR LESS.

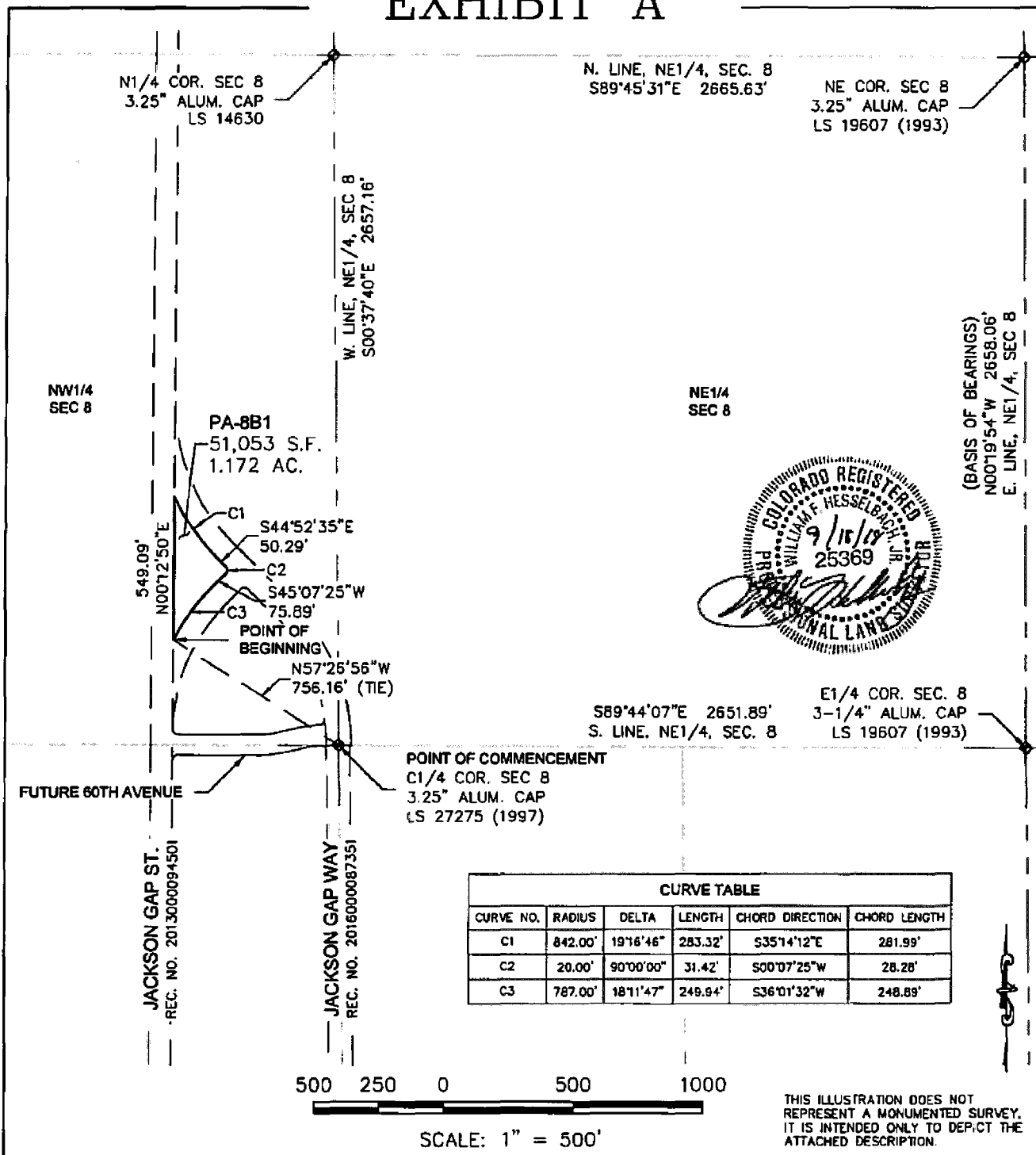
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

William F. Hesselbach Jr.
25369
9/18/18
PROFESSIONAL LAND SURVEYOR

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

EXHIBIT A



PORTEOS / PA-8B1, CITY OF AURORA, CO.

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

BY: MJP	SCALE: 1" = 500'	R.O.W.
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702

EXHIBIT A

LEGAL DESCRIPTION – PA - 8B2

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°19'54" WEST, 2658.06 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 50°22'21" WEST, A DISTANCE OF 63.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP WAY AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2016000087351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89°44'07" WEST, A DISTANCE OF 1.14 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'07", AN ARC LENGTH OF 97.56 FEET, THE CHORD OF WHICH BEARS SOUTH 83°41'19" WEST, 97.34 FEET;

THENCE SOUTH 77°06'46" WEST, A DISTANCE OF 77.64 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'33", AN ARC LENGTH OF 97.61 FEET, THE CHORD OF WHICH BEARS SOUTH 83°41'32" WEST, 97.40 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89°43'41" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 319.94 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.40 FEET TO A POINT SOUTHEASTERLY RIGHT OF WAY LINE OF SAID JACKSON GAP WAY, SAID POINT BEING A POINT OF CURVATURE;

THENCE ALONG THE SOUTHEASTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID JACKSON GAP WAY THE FOLLOWING SEVEN (7) COUSES:


1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 703.00 FEET, A CENTRAL ANGLE OF 44°54'35", AN ARC LENGTH OF 551.03 FEET, THE CHORD OF WHICH BEARS NORTH 22°40'08" EAST, 537.03 FEET;
2. THENCE NORTH 45°07'25" EAST, A DISTANCE OF 75.89 FEET TO A POINT OF CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 89°52'35" EAST, 28.28 FEET;

4. THENCE SOUTH 44°52'35" EAST, A DISTANCE OF 145.62 FEET TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 705.40 FEET, A CENTRAL ANGLE OF 07°06'59", AN ARC LENGTH OF 87.62 FEET, THE CHORD OF WHICH BEARS SOUTH 41°18'46" EAST, 87.56 FEET TO A POINT OF COMPOUND CURVATURE;
6. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 700.07 FEET, A CENTRAL ANGLE OF 19°21'54", AN ARC LENGTH OF 236.61 FEET, THE CHORD OF WHICH BEARS SOUTH 26°44'11" EAST, 235.49 FEET TO A POINT OF COMPOUND CURVATURE;
7. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 697.50 FEET, A CENTRAL ANGLE OF 15°18'46", AN ARC LENGTH OF 186.41 FEET, THE CHORD OF WHICH BEARS SOUTH 10°43'28" EAST, 185.86 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 248,422 SQUARE FEET OR 5.703 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

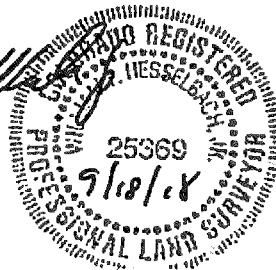
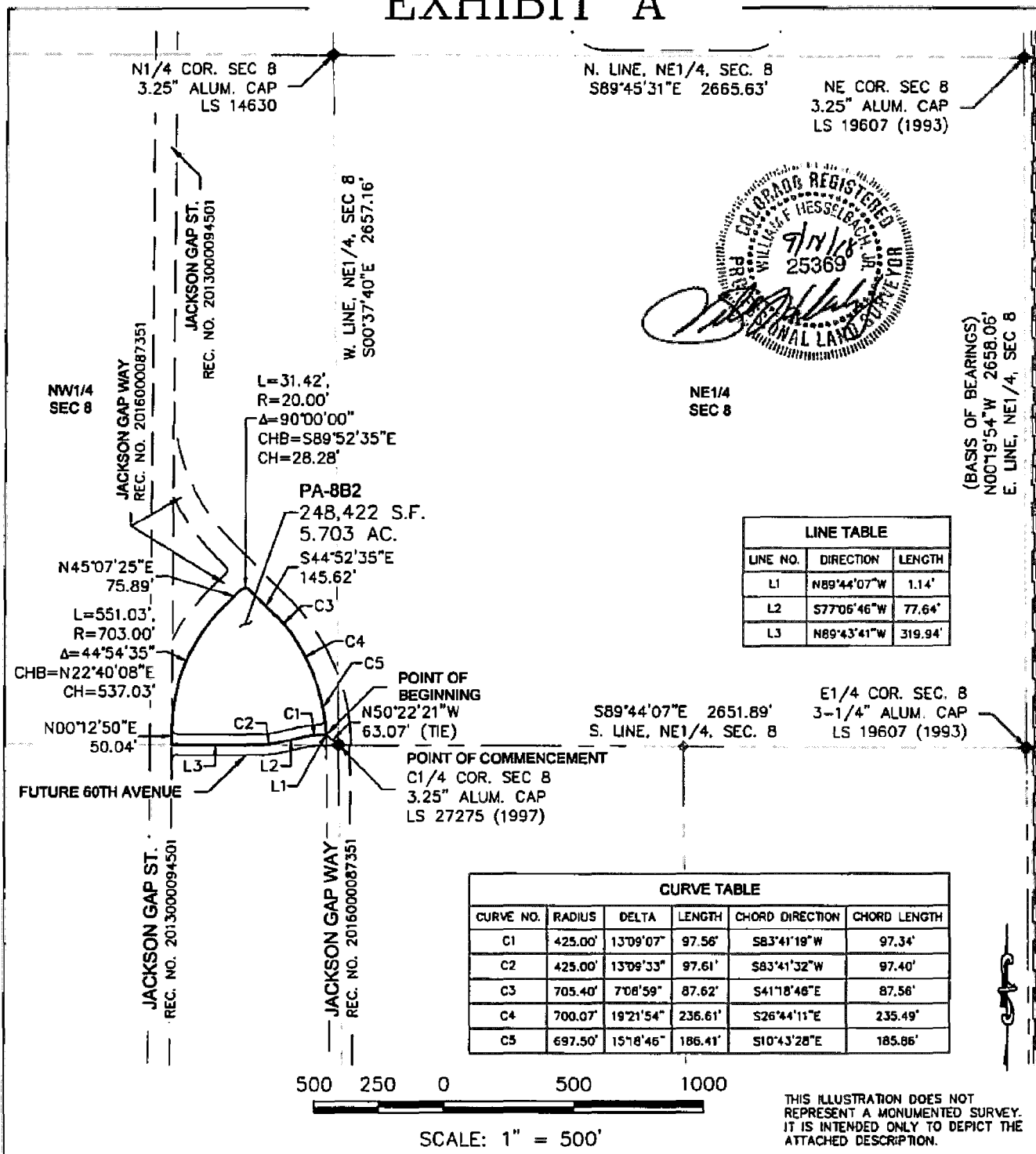


EXHIBIT A



PORTEOS / PA-8B2			A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.		
BY: MJP	SCALE: 1" = 500'	R.O.W.			
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702			

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

EXHIBIT A

(Legal Description)

DATE FILED: July 18, 2018 11:09 AM

(Exhibit A to Order for Inclusion of Property -
Velocity Metropolitan District No. 4)

EXHIBIT A
DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 4
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 1005.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS DESCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;


THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

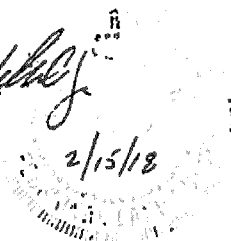
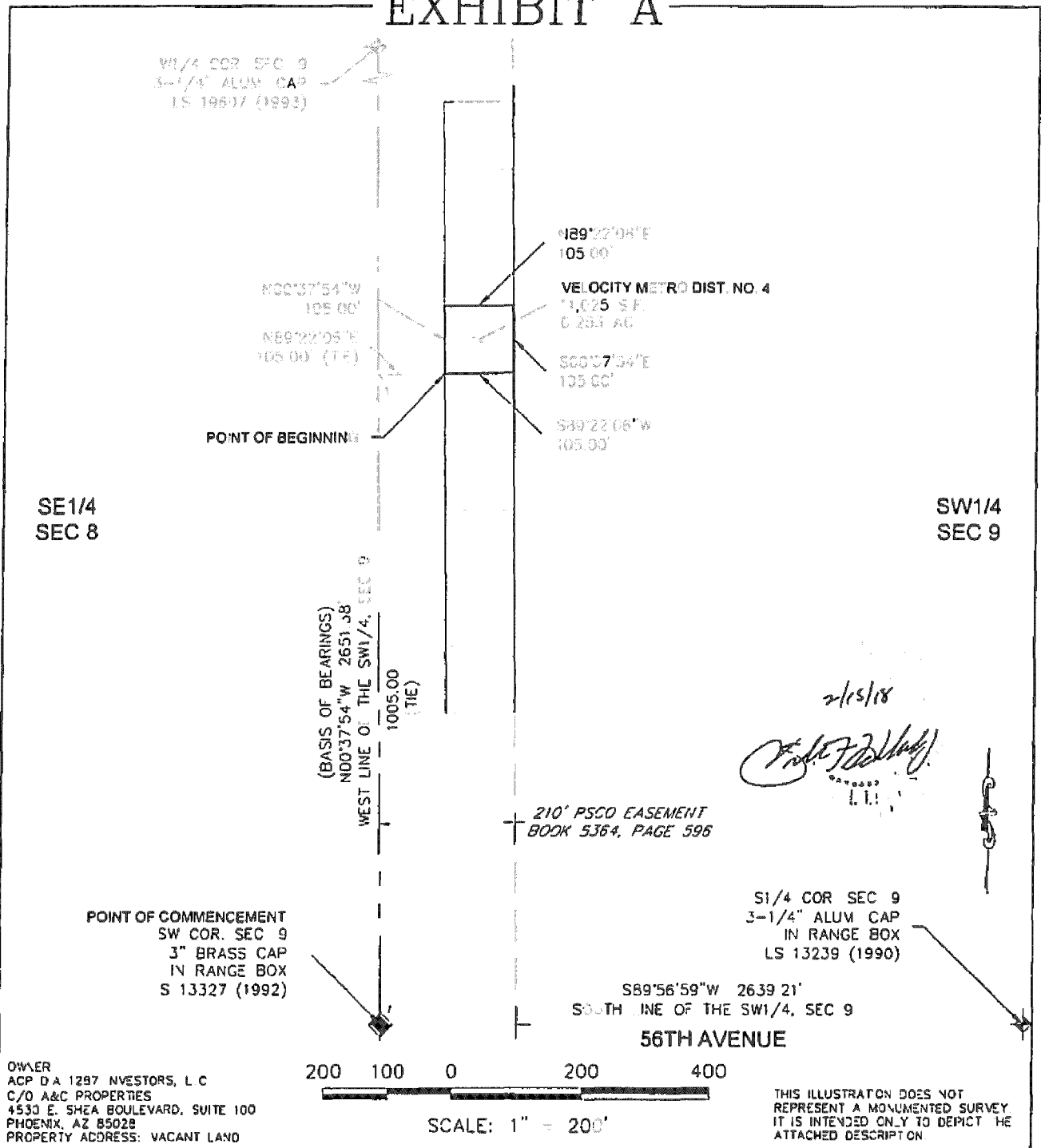


ILLUSTRATION FOR EXHIBIT A



1/4 COR SEC 9
3-1/4" ALUM CAP
LS 19807 (1993)

N00°37'54"W
105.00'
N89°22'06"E
105.00' (TIE)

N89°22'06"E
105.00'

VELOCITY METRO DIST. NO. 4
1,025 S.F.
0.233 AC

S00°07'04"E
105.00'

S49°22'06"W
105.00'

(BASIS OF BEARINGS)
N00°37'54"W 2651.38'
WEST LINE OF THE SW1/4, SEC 9
1005.00'
(TIE)

2/15/18
[Signature]

1/4 COR SEC 9
3-1/4" ALUM CAP
IN RANGE BOX
LS 13239 (1990)

S89°56'59"W 2639.21'
SOUTH LINE OF THE SW1/4, SEC 9

200 100 0 200 400

CITY OF AURORA, COLORADO

DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 4, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

BY: MJP	SCALE: 1" = 200'	R.O.W.
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702

EXHIBIT A

(Legal Description)

DATE FILED: July 18, 2018 12:12 PM

**(Exhibit A to Order for Inclusion of Property -
Velocity Metropolitan District No. 5)**

EXHIBIT A
DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 5
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 900.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS DESCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;


THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH JR., P.L.S. 25389
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

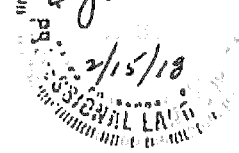
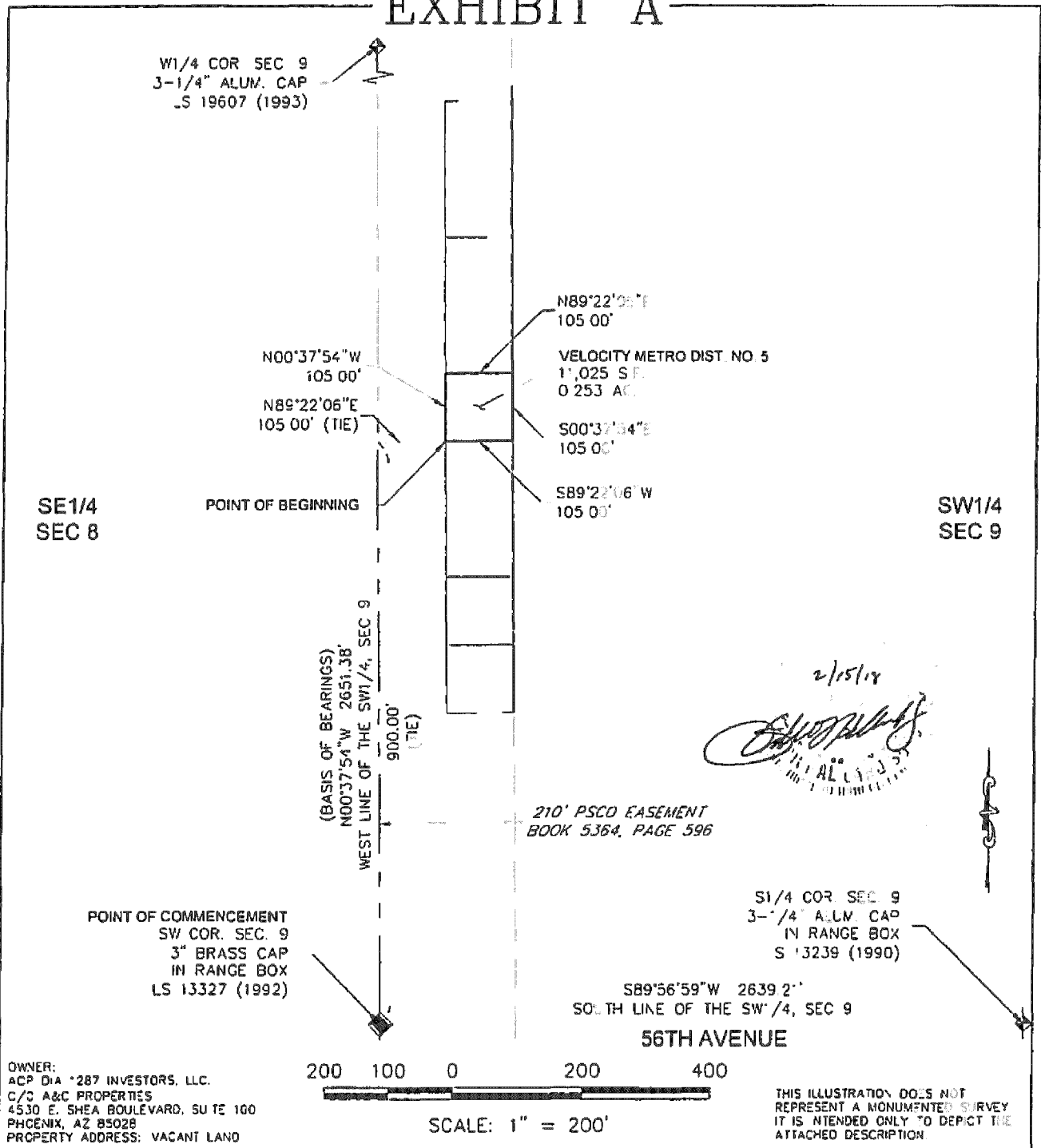


ILLUSTRATION FOR EXHIBIT A



CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 5, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	

EXHIBIT A

(Legal Description)

DATE FILED: July 18, 2018 12:25 PM

(Exhibit A to Order for Inclusion of Property -
Velocity Metropolitan District No. 6)

EXHIBIT A
DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 6
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 795.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORADO EASEMENT AS DESCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;


THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.


WILLIAM F. HESSELBACH JR., P.E.S-25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

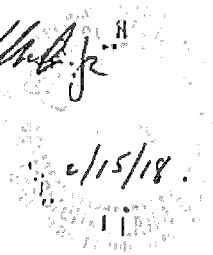
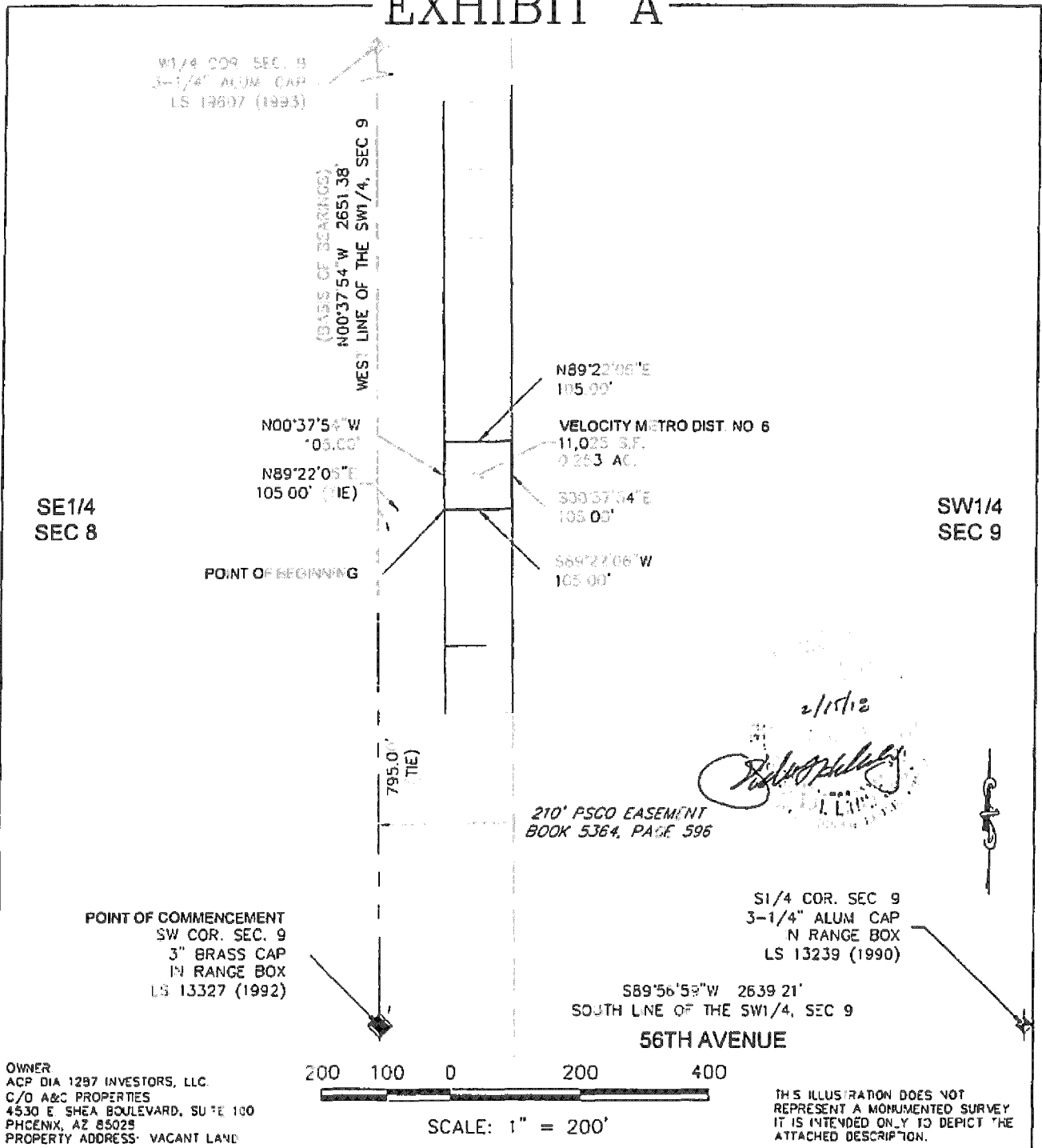


ILLUSTRATION FOR EXHIBIT A



CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 6, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	