

AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898

Tel: (303) 987-0835

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NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2023/May 2023
Kevin Smith	Treasurer	2023/May 2023
Otis Moore, III	Assistant Secretary	2022/May 2022
Theodore Laudick	Assistant Secretary	2022/May 2022
Mark Witkiewicz	Assistant Secretary	2023/May 2022
Ann Finn	Secretary	

DATE: April 2, 2021

TIME: 10:00 A.M.

PLACE: VIA Conference Call

DUE TO STATE AND LOCAL REGULATIONS AND CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL ATTENDANCE IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-261-8991 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 6168588.

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

- B. Confirm quorum, location of meeting and posting of meeting notices. Approve agenda.

II. PUBLIC COMMENTS

- A. Members of the public may express their view to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

III. LEGAL MATTERS

- A. A.Update regarding discussions concerning the separation of the Colorado International Center Metropolitan District No. 3 from the Aurora High Point at DIA Metropolitan District.
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1. Review and consider approval of Termination Agreement between the District and Colorado International Center Metropolitan District No. 3 (enclosure).
-

2. Review and consider approval of Resolution Terminating Maintenance Fee Resolution (enclosure).
-

3. Approval of Deed and Bill of Sale for Conveyance of Property and Improvements to Colorado International Center Metropolitan District No. 3 (enclosures).
-

IV. OTHER BUSINESS

- A. _____

- V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 10, 2021.**

AGREEMENT TO TERMINATE FACILITIES FUNDING, CONSTRUCTION AND OPERATIONS AGREEMENT

The parties to this Agreement to Terminate Facilities Funding, Construction and Operations Agreement (“Termination Agreement”), AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT, previously known as COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 2, (“Management District”), and COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 3 (“District No. 3”) (individually referred to as “Party” or collectively as “Parties”), both quasi-municipal corporations and political subdivisions of the State of Colorado, enter into this Termination Agreement to be effective as of the date it is fully executed by both Parties (“Effective Date”).

RECITALS

A. By agreement dated January 21, 2005, the Management District, District No. 3 and nine other districts (Colorado International Center Metropolitan District Nos. 1, 4-11), entered into the Facilities Funding, Construction and Operations Agreement (the “Funding Agreement”) to cooperate and contract for capital expenditures and operation and maintenance expenses and services related to the development of the Colorado International Center project.

B. The Board of Directors of District No. 3 on October 24, 2019 voted to terminate District No. 3’s participation in the Funding Agreement and provided written notice of such decision to the Boards of Directors of the Management District and Colorado International Center Metropolitan District Nos. 1, 4-11 on October 25, 2019.

C. The Parties desire to transfer ownership of the public facilities within District No. 3, and all rights and obligations related thereto, from the Management District to District No. 3 as described in this Termination Agreement.

D. Section 8.4(a) of the Funding Agreement provides that the Funding Agreement may be terminated by any district upon the provision of one (1) year’s written notice to the other districts, subject to the condition, that prior to the time of termination, provision for payment of Total District No. 3 Capital Costs and Total District No. 3 Operations and Maintenance Costs (both as defined in the Funding Agreement) be made.

E. This Termination Agreement is entered into by the Parties to terminate District No. 3’s continuing participation in the Funding Agreement, to address ownership of and responsibility for publicly-owned facilities within District No. 3’s boundaries, to identify and assign operation and maintenance obligations for those publicly-owned facilities, and to make provision for continuing obligations of the Parties following termination.

F. This Termination Agreement does not affect the relationship of the Management District with the remaining parties to the Funding Agreement.

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

I. DEFINITIONS

1.1. Definitions. Unless otherwise defined herein or unless the context expressly indicates otherwise, the words defined herein and capitalized throughout the text of this Termination Agreement shall have the respective meanings set forth in the Funding Agreement.

II. EXISTING AGREEMENTS AND RESOLUTIONS

The Management District and District No. 3 are parties to the following agreements and resolutions, and provisions for any continuing obligations are identified herein:

2.1. Facilities Funding, Construction and Operations Agreement, dated January 21, 2005 ("Funding Agreement"). This Termination Agreement solely terminates District No. 3's participation in the Funding Agreement and does not affect the rights or obligations of any other party to the Funding Agreement other than District No. 3 and the Management District as set forth herein.

2.2. Joint Resolution of the Boards of Directors of the Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 3 Concerning the Imposition of a Maintenance Fee, dated October 28, 2015, recorded December 29, 2015 in the Adams County, Colorado public records at Reception No. 2015000108026 ("Maintenance Fee Resolution").

Prior to or concurrent with the execution of this Termination Agreement, the Management District and District No. 3 have executed the Resolution Terminating the Maintenance Fee Resolution, a copy of which is appended hereto as Exhibit A, which has the effect of terminating the Maintenance Fee Resolution. Upon approval and mutual execution of the Resolution Terminating the Maintenance Fee Resolution, it shall be recorded in the real property records of the Adams County, Colorado Clerk and Recorder. District No. 3 may impose maintenance fees through a new maintenance fee resolution in its sole discretion and on its own behalf. In the event any fees imposed by District No. 3 are inadvertently delivered to or collected by the Management District, the Management District shall immediately deliver such fees to District No. 3.

2.3. Joint Resolution Concerning the Imposition of Facilities Fee, dated October 28, 2015. This joint resolution imposed a facility fee on each developable parcel, which fee was due at the time of issuance of a building permit. As of the Effective Date, the Parties confirm that all expected facilities fees have been collected and that no further facilities fees from properties within District No. 3's boundaries will be due and owing to the Management District or District No. 3, now or in the future.

2.4. The Management District shall be responsible for obtaining the consent of the City of Aurora to the assignment of the Master License Agreement No. 05-80 dated February 24, 2006, recorded by Reception No. 20060320000278810 in Adams County, Colorado, the subsequent assignment of which (from High Point Master Association to the Management District) was recorded in Adams County, Colorado on August 26, 2009 at Reception No. 2009000063833, the consent to assignment being a condition precedent to the conveyance of the underdrain system identified in Section 3.3.

III. FACILITIES TO BE TRANSFERED AND CONDITIONS OF TRANSFER

After making necessary repairs or replacements or accommodations for the same as described herein, the Management District shall transfer, dedicate or otherwise convey ownership and control of the real property and public improvements described herein and legally described in Exhibit B (collectively, the “Facilities”) to District No. 3, with District No. 3 accepting title to the Facilities. To the extent not already provided to District No. 3, the Management District shall deliver to District No. 3 all plans and specifications, as built drawings, legal descriptions, warranties and guaranties, bills of sale and any other documentation related to the Facilities described in this section within thirty (30) days of the Effective Date.

In accordance with the terms and conditions of this Termination Agreement, District No. 3 shall own, operate and maintain the Facilities identified below and legally described in Exhibit B, and District No. 3 shall have the continuing, exclusive right to impose and collect operation and maintenance charges for services it provides to the properties within its boundaries.

3.1. Real Property Tracts. Subject to performance of the conditions set forth in Section 3.2 and Section 7.1, the following tracts within High Point @ DIA Subdivision will be conveyed by the Management District to District No. 3 via Special Warranty Deed:

Filing No. 1, Tracts A, B, C, D, E, F, H and I
Filing No. 2, Tracts A, B, D
Filing No. 3, Tracts A, B, C
Filing No. 7, Tracts A, B, C, D, E

3.2. Conditions of Transfer. District No. 3 and its engineering and landscaping consultants have inspected the tracts, systems and improvements identified in this Article III. The following maintenance, repairs, replacements or accommodations shall be made by and at the expense of the Management District as a condition precedent to District No. 3’s acceptance of the tracts, systems and improvements:

A. Replacement of Trees. District No. 3 has identified 176 trees it believes are dead or missing on the tracts to be conveyed. Upon execution of this Termination Agreement, the Management District shall pay District No. 3 the sum of \$88,000 (\$500 per tree for 176 trees) and District No. 3 shall be responsible for all tree replacement.

3.3. Underdrain System. The responsibility for maintenance of any publicly owned underdrains within High Point @ DIA Subdivision Filing No. 1 will be transferred to District No. 3 upon the City of Aurora's consent to the transfer of the Master License Agreement No. 05-80. District No. 3 shall take ownership and responsibility of any publicly owned underdrains within High Point @ DIA Subdivision Filing Nos. 2, 3, and 7 through a bill of sale, the consideration of which is District No. 3's execution of this Termination Agreement, upon documentation deemed adequate in District No. 3's sole and reasonable opinion that the Management District has the right to convey such underdrains. The Management District shall be responsible for identifying and confirming the correct location of the underdrains to which District No. 3 will take ownership and/or responsibility.

3.4. All Public Improvements located on the aforementioned Real Property Tracts that are owned by the Management District will be conveyed to District No. 3 through bill of sale.

IV. OBLIGATIONS TO BE ASSUMED BY DISTRICT NO. 3

4.1. Operations and Maintenance Services and Contracts for District No. 3 Facilities and Improvements

A. Facilities and Improvements. Upon full execution of this Termination Agreement and payment by the Management District of the funds identified in Section 3.2 herein, the Management District shall no longer be responsible for any operations, maintenance, and expenses related to Facilities and public services within District No. 3. This shall include, but not be limited to, landscape maintenance, irrigation, underdrains, signage (if any), park structures and improvements, and snow removal.

B. Successor Landscape Maintenance Agreement. It shall be the responsibility of District No. 3 to engage the contractor of its choice to perform all future landscape maintenance activities for District No. 3 at District No. 3's sole expense.

4.2. Administrative Services

A. Transition of Management Services. Upon the mutual execution date of this Termination Agreement, all operations and management activities currently performed by the Management District on behalf of District No. 3 shall be deemed transferred to District No. 3, and the Management District shall no longer have any obligations with regard to operations and maintenance activities within District No. 3.

B. Upon the mutual execution date of this Termination Agreement, Maintenance Fee collections activities currently performed by the law firm White Bear Ankele Tanaka & Waldron will be performed solely at the direction of District No. 3, and the Management

District shall have no further authority or responsibility with regard to such activities within District No. 3.

C. District Insurance and Special District Association Membership. Upon mutual execution of the Termination Agreement, District No. 3 shall be solely responsible for acquiring its own insurance policies and for obtaining membership in trade organizations such as the Special District Association of Colorado.

D. Consultant Services. Upon mutual execution of the Termination Agreement, District No. 3 shall be responsible for engaging its own legal counsel, accountants, auditors, management company, and other consultants. Any consultants engaged by the Management District shall not be deemed consultants of District No. 3 unless engaged through separate contractual agreements between such consultants and District No. 3.

E. Assumption of Utilities Obligations. Upon mutual execution of the Termination Agreement, any obligations for utility services within District No. 3, whether provided directly by the Management District or through a contract with a utility vendor, shall be the sole responsibility of District No. 3. The Parties shall work together to facilitate the transfer of such obligations to District No. 3.

V. FINANCIAL MATTERS

At the Effective Date, all obligations of District No. 3 to transfer all net General Fund property taxes and other net General Fund revenues to the Management District shall cease.

5.1. Existing funds held on account (PDPA)(cash). As of February 28, 2021, District No. 3 holds in its checking account the amount of \$48,828.76 ("Total Cash"). \$17,450.86 of the Total Cash is revenue from District No. 3's Aurora Regional Improvement mill levy, and shall be retained by District No. 3 for payment to the Aurora Regional Transportation Authority or other applicable public entity. Another \$6,025 of the Total Cash equals the reserve amount required to be held by District No. 3 by TABOR, and shall be retained by District No. 3 upon execution of the Termination Agreement for purposes of compliance with TABOR. The remaining amount of Total Cash shall remain with and belong to District No. 3.

5.2. As of February 28, 2021, the Management District has collected \$35,000 from Lots served by the underdrain system for future maintenance of the underdrain system. Upon execution of this Termination Agreement, the Management District shall transfer the full amount of these underdrain maintenance fees to District No. 3, and the Management District shall have no obligations with regard to the underdrain system.

5.3. Investments (CSAFE). The Parties acknowledge that the Management District retains no funds in a CSAFE or ColoTrust Account for the benefit of District No. 3.

5.4. Long term obligations (Bonds). All long-term obligations of District No. 3 are personal to District No. 3 and are to be paid according to their contractual terms. Termination of

the Funding Agreement does not affect or impair the outstanding bond obligations of District No. 3, nor indebt the Management District in any manner.

5.5 Developer Advances. As of February 28, 2021, District No. 3's outstanding developer advances equal \$451,611.54, which consists of \$214,034 in principal and \$237,577.54 in accrued interest. Upon full execution of this Termination Agreement by both Parties, District No. 3's responsibility to repay any such amounts shall be deemed discharged in full.

5.6 Other Obligations. Except as specifically set forth in this Termination Agreement, all other obligations of the Management District to District No. 3 shall cease upon the Effective Date.

VI. DISTRICT NO. 3'S PROVISION FOR PAYMENT OF OBLIGATIONS UNDER THE FUNDING AGREEMENT

6.1 Pursuant to Section 8.4(a) of the Funding Agreement, as a condition precedent to termination of District No. 3's continuing participation in the Funding Agreement, provision for the payment of Total District No. 3 Capital Costs and Total District No. 3 Operations and Maintenance Costs as defined in the Funding Agreement and in Section I above, must be made. In furtherance of this condition, the Parties agree as follows:

A. Total District No. 3 Capital Costs are stipulated to total \$0.

B. Total District No. 3 Operations and Maintenance costs are stipulated to total \$451,611.54, and District No. 3's obligation to repay such amounts is discharged pursuant to Section 5.5 herein.

VII. ADDITIONAL PROVISIONS

7.1 Exclusion of Parcel. District No. 3 agrees, upon petition for exclusion by the applicable property owner, to process the exclusion of the parcel of property identified in Exhibit C hereto from the boundaries of District No. 3, pursuant to Section 32-1-501, C.R.S.

7.2 Further Assurances. The Parties each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and documents as may reasonably be required for the performance of their obligations hereunder.

7.3 Modification. This Termination Agreement may be modified or amended only by an agreement in writing duly authorized and executed by the Parties.

7.4 Governing Law. This Termination Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

7.5 Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience of reference only.

7.6 Time is of the Essence. Time is of the essence hereof.

7.7 Enforcement. The Parties may protect and enforce their rights under this Termination Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including without limitation, any proceedings for the enforcement of any appropriate legal or equitable remedy or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcing this Termination Agreement. In any action brought under this section, the Court shall award reasonable attorneys' fees and costs to the prevailing party.

7.8 Governmental Immunity. Nothing in this Termination Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the Parties or their respective boards of directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

AURORA HIGH POINT AT DIA
METROPOLITAN DISTRICT formerly
known as Colorado International Center
Metropolitan District No. 2

By:
Its:

Attest:

Secretary

COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT
NO. 3

By:
Its:

Attest:

Secretary

Developer Acknowledgment and Consent

ACM High Point VI LLC, as the entity entitled to repayment of the developer advances referenced in Section 5.5 of this Termination Agreement, hereby acknowledges and consents to the full discharge of District No. 3's obligation to repay such amounts.

ACM HIGH POINT VI LLC

By: Andrew R. Klein
Its: Authorized Signatory

EXHIBIT A

Resolution Terminating the Joint Resolution of the Boards of Directors for Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 3 Concerning the Imposition of a Maintenance Fee

WHEREAS, the Aurora High Point at DIA Metropolitan District (“AHP”) and the Colorado International Center Metropolitan District No. 3 (“CIC3”) (together, the “Districts”) were formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., by orders of the District Court for Adams County, Colorado, and after approval of the Districts’ eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the boards of directors for the Districts are authorized to fix, increase, and decrease fees, rates, tolls, penalties, and charges for services, programs, and facilities; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Districts entered into a Facilities Funding, Construction, and Operations Agreement dated January 21, 2005, as amended, to cooperate on capital expenditures, public services, and operation and maintenance activities for the development within the Districts’ service area; and

WHEREAS, on October 28, 2015, the boards of directors for the Districts adopted a Joint Resolution of the Boards of Directors concerning the Imposition of a Maintenance Fee (“Joint Resolution”), such Joint Resolution being recorded in the real property records of the Clerk and Recorder for Adams County, Colorado on December 29, 2015 at reception number 2015000108026; and

WHEREAS, the Districts entered into an Agreement to Terminate the Facilities Funding, Construction and Operations Agreement (“Termination Agreement”) dated _____ for the purpose of transitioning from AHP to CIC3 ownership and responsibility for the public improvements and services within CIC3’s boundaries; and

WHEREAS, pursuant to the Termination Agreement, the Districts desire to terminate the Joint Resolution as described herein.

NOW THEREFORE, be it RESOLVED by the Boards of Directors for Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 3 as follows:

Termination of Joint Resolution. Upon the mutual adoption of this Resolution, the Joint Resolution shall be deemed terminated in its entirety.

Recordation. This Resolution shall be recorded in the real property records of the Clerk and Recorder for Adams County, Colorado.

ADOPTED AND EFFECTIVE this _____ day of _____, 2021.

AURORA HIGH POINT AT DIA
METROPOLITAN DISTRICT

Board President

ATTEST:

Secretary

COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 3

Board President

ATTEST:

Secretary

EXHIBIT B

District No. 3 Facilities (Legal Descriptions)

Real Property and any and all public improvements located thereon owned by Aurora High Point at DIA Metropolitan District, located in Adams County, Colorado:

Tracts A, B, C, D, E, F, H and I,
High Point at DIA Subdivision, Filing No. 1, Adams County, Colorado

Tracts A, B, D
High Point at DIA Subdivision, Filing No. 2, Adams County, Colorado

Tracts A, B, C
High Point at DIA Subdivision, Filing No. 3, Adams County, Colorado

Tracts A, B, C, D, E
High Point at DIA Subdivision, Filing No. 7, Adams County, Colorado

Main lines of the underdrain systems in as identified in construction drawings for High Point at DIA Subdivision, Filing Nos. 2, 3, and 7, Adams County, Colorado

EXHIBIT C

Legal Description of Parcel to be Excluded from District No. 3 Boundaries

PARCEL 2/ C/C DISTRICT NO. 3

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 1;
THENCE S00°30'41"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, A DISTANCE OF 835.61 FEET;
THENCE N89°43'35"W ALONG THE SOUTH LINE OF PROPOSED PARCELS 3 THROUGH 10, A DISTANCE OF 900.01 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N89°43'35"W, A DISTANCE OF 100.00 FEET;
THENCE N00°30'41"E, A DISTANCE OF 435.60 FEET;
THENCE S89°43'35"E, A DISTANCE OF 100.00 FEET;
THENCE S00°30'41"W, A DISTANCE OF 435.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,560 SQUARE FEET OR 1.000 ACRES MORE OR LESS.

**Resolution Terminating the
Joint Resolution of the Board of Directors for
Aurora High Point at DIA Metropolitan District and
Colorado International Center Metropolitan District No. 3
Concerning the Imposition of a Maintenance Fee**

WHEREAS, the Aurora High Point at DIA Metropolitan District (“AHP”) and the Colorado International Center Metropolitan District No. 3 (“CIC3”) (together, the “Districts”) were formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., by orders of the District Court for Adams County, Colorado, and after approval of the Districts’ eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the boards of directors for the Districts are authorized to fix, increase, and decrease fees, rates, tolls, penalties, and charges for services, programs, and facilities; and

WHEREAS, pursuant to § 29-1-203, C.R.S., the Districts entered into a Facilities Funding, Construction, and Operations Agreement dated January 21, 2005, as amended, to cooperate on capital expenditures, public services, and operation and maintenance activities for the development within the Districts’ service area; and

WHEREAS, on October 28, 2015, the boards of directors for the Districts adopted a Joint Resolution of the Boards of Directors concerning the Imposition of a Maintenance Fee (“Joint Resolution”), such Joint Resolution being recorded in the real property records of the Clerk and Recorder for Adams County, Colorado on December 29, 2015 at reception number 2015000108026; and

WHEREAS, the Districts entered into an Agreement to Terminate the Facilities Funding, Construction and Operations Agreement (“Termination Agreement”) dated _____ for the purpose of transitioning from AHP to CIC3 ownership and responsibility for the public improvements and services within CIC3’s boundaries; and

WHEREAS, pursuant to the Termination Agreement, the Districts desire to terminate the Joint Resolution as described herein.

NOW THEREFORE, be it RESOLVED by the Boards of Directors for Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 3 as follows:

1. Termination of Joint Resolution. Upon the mutual adoption of this Resolution, the Joint Resolution shall be deemed terminated in its entirety.
2. Recordation. This Resolution shall be recorded in the real property records of the Clerk and Recorder for Adams County, Colorado.

ADOPTED AND EFFECTIVE this ____ day of _____, 2021.

AURORA HIGH POINT AT DIA
METROPOLITAN DISTRICT

Board President

ATTEST:

Secretary

COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 3

Board President

ATTEST:

Secretary

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 2nd day of April, 2021 between **AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, with a legal address of 4100 East Mississippi Avenue, Suite 500, Denver, Colorado 80246 ("Grantor"), and **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado, with a legal address of c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm, unto the Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, or to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's successors and assigns forever. Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except easements, restrictions, reservations, covenants, and rights-of-way of record and taxes and special assessments for the current year.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

**Aurora High Point at DIA
Metropolitan District**

Board President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Special Warranty Deed was acknowledged before me on the 2nd day of April, 2021 by Andrew Klein, as president of the Board of Directors for Aurora High Point at DIA Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal. My commission expires: _____.

Notary Public

EXHIBIT A to
Special Warranty Deed between
Aurora High Point at DIA Metropolitan District
and Colorado International Center Metropolitan District No. 3

Tracts A, B, C, D, E, F, H and I,
High Point at DIA Subdivision, Filing No. 1, Adams County, Colorado

Tracts A, B, and D,
High Point at DIA Subdivision, Filing No. 2, Adams County, Colorado

Tracts A, B, and C,
High Point at DIA Subdivision, Filing No. 3, Adams County, Colorado

Tracts A, B, C, D, and E,
High Point at DIA Subdivision, Filing No. 7, Adams County, Colorado

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that **AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, with a legal address of 4100 East Mississippi Avenue, Suite 500, Denver, Colorado 80246 ("Grantor"), for Ten Dollars and other good and valuable consideration, to it in hand paid at or before the delivery of these presents by **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado, with a legal address of c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has quitclaimed, and by these presents does grant and convey unto the Grantee, its successors and assigns, without warranty or representation, the public improvements ("Public Improvements") identified in **Exhibit A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto Grantee, and Grantee's successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale this 2nd day of April, 2021.

**Aurora High Point at DIA
Metropolitan District**

Board President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 2nd day of April, 2021 by Andrew Klein as president of the Board of Directors for Aurora High Point at DIA Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires:_____.

Notary Public

EXHIBIT A
(Description of Public Improvements)

Any and all public improvements owned by Aurora High Point at DIA Metropolitan District that are located on the following real property in Adams County, Colorado:

Tracts A, B, C, D, E, F, H and I,
High Point at DIA Subdivision, Filing No. 1, Adams County, Colorado

Tracts A, B, and D,
High Point at DIA Subdivision, Filing No. 2, Adams County, Colorado

Tracts A, B, and C,
High Point at DIA Subdivision, Filing No. 3, Adams County, Colorado

Tracts A, B, C, D, and E,
High Point at DIA Subdivision, Filing No. 7, Adams County, Colorado

And including,

Main lines of the underdrain systems owned by Aurora High Point at DIA Metropolitan District in High Point at DIA Subdivision, Filing Nos. 2, 3, and 7, Adams County, Colorado.