

**JOINT SPECIAL MEETING
HARVEST CROSSING METROPOLITAN DISTRICT NOS. 1, 2, 3, and 4**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Tel: 303-987-0835
Fax: 303-987-2032

NOTICE OF SPECIAL MEETING AND AGENDA

| <u>Board of Directors District Nos. 1 and 2:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|--|---------------------|-------------------------|
| Daniel Frank | President | 2027/May 2027 |
| Marc L. Cooper | Treasurer | 2027/May 2027 |
| Richard Frank | Assistant Secretary | 2025/May 2025 |
| VACANT | | 2025/May 2025 |
| VACANT | | 2025/May 2025 |

| <u>Board of Directors District Nos. 3 and 4:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|--|---------------------|-------------------------|
| Daniel Frank | President | 2025/May 2025 |
| Marc L. Cooper | Treasurer | 2025/May 2025 |
| Richard Frank | Assistant Secretary | 2025/May 2025 |
| VACANT | | 2027/May 2025 |
| VACANT | | 2027/May 2025 |

DATE: August 14, 2023
TIME: 9:00 a.m.
PLACE: Via ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782

I. PUBLIC COMMENT

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

II. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest and confirm quorum.
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- B. Approve agenda; confirm location of meeting and posting of meeting notice.
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- C. **[District Nos. 1 and 2]** Discuss the District(s) returning to active status and consider adoption of Resolution(s) regarding the Districts’ Intent to Return to Active Status and authorize necessary actions associated therewith (enclosures).
-

- D. Discuss results of the cancelled of May 2, 2023 Regular Directors’ Election (enclosure).
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- E. Discuss vacancies on the Boards and consider appointment of eligible elector, Jerry B. Richmond, III to the Boards of Directors of the District (Notice of Vacancies published on July 31, 2023). Administer Oaths of Office.
-

- F. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Asst. Secretary _____

Asst. Secretary _____

III. FINANCIAL MATTERS

- A. **[District No. 3]** Review and ratify approval of the payment of claims as follows (enclosures):

| Fund | Period Ending Nov. 30, 2022 | Period Ending Dec. 31, 2022 | Period Ending Jan. 31, 2023 | Period Ending Feb. 28, 2023 |
|--------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| General | \$ 8,419.51 | \$ 6,831.37 | \$ 11,676.00 | \$ 5,776.84 |
| Debt | \$ -0- | \$ -0- | \$ -0- | \$ -0- |
| Capital | \$ -0- | \$ 1,907.50 | \$ 3,962.50 | \$ 2,255.00 |
| Total | \$ 8,419.51 | \$ 8,738.87 | \$ 15,638.50 | \$ 8,031.84 |

| Fund | Period Ending March 31, 2023 | Period Ending April 30, 2023 | Period Ending May 31, 2023 | Period Ending June 30, 2023 |
|--------------|---------------------------------|---------------------------------|-------------------------------|--------------------------------|
| General | \$ 6,837.06 | \$ 4,719.28 | \$ 4,350.09 | \$ 12,673001 |
| Debt | \$ -0- | \$ -0- | \$ -0- | \$ -0- |
| Capital | \$ 2,847.50 | \$ -0- | \$ 900.00 | \$ 7,505.70 |
| Total | \$ 9,684.56 | \$ 4,719.28 | \$ 5,250.09 | \$ 20,178.71 |

| Fund | Period Ending July 31, 2023 |
|--------------|--------------------------------|
| General | \$ 1,564.40 |
| Debt | \$ -0- |
| Capital | \$ 900.00 |
| Total | \$ 2,464.40 |

- B. **[District No. 3]** Review and accept unaudited financial statements (enclosure).

- C. Consider approval of requisition to cover COA Permit Application for Harvest Crossing Filing No. 1 222212 in the amount of \$61,945.75.

- D. **[District Nos. 1 and 2]** Conduct Public Hearings on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money (enclosure).

- E. Consider setting the date for a Public Hearing to adopt the 2024 Budget for November 13, 2023, at 1:00 p.m., to be held via conference call.

V. LEGAL MATTERS

- A. **[District Nos. 3 and 4]** Authorize Requisition from District No. 3 and District No. 4 Bonds in a collective amount of \$2,424,159.09 to be deposited with Land Title Guarantee Company pursuant to the Offsite Improvement Agreement for Harvest Road by and among District No. 3, District No. 4 and Lennar.

- B. **[District Nos. 3 and 4]** Review and consider approval of Metropolitan District Improvements Agreement by and between District No. 3, District No. 4, Richmond American Homes of Colorado, Inc., and Pulte Home Company, LLC (enclosure).

- C. **[District Nos. 3 and 4]** Review and consider approval of Acquisition and Reimbursement Agreement by and between District No. 3, District No. 4, and Richmond American Homes of Colorado, Inc. (enclosure).

- D. **[District Nos. 3 and 4]** Review and consider approval of Acquisition and Reimbursement Agreement by and between District No. 3, District No. 4, and Pulte Home Company, LLC (enclosure).

- E. Consider termination of Manhard Service Agreements.

- F. Consider engagement of Aztec Consultants Inc. for construction surveying and staking.

VI. OPERATIONS AND MAINTENANCE

- A. Ratify approval of the engagement of LJA Engineers LLC for engineering services (enclosure).
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VII. OTHER BUSINESS

- A. **[District Nos. 1 and 2]** Discuss Inactive Status and consider adoption of Resolution(s) Declaring the District(s) Inactive and authorize staff to perform all necessary actions in connection therewith.
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- VIII. ADJOURNMENT **THE NEXT REGULAR MEETING WILL BE HELD ON MONDAY, NOVEMBER 13, 2023 ~ BUDGET HEARING**

RESOLUTION NO. 2023-08-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 1 DECLARING HARVEST CROSSING
METROPOLITAN DISTRICT NO. 1 INACTIVE**

- A. The Harvest Crossing Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.
- B. The District operates under its Service Plan (“**Service Plan**”), and pursuant to the Colorado Revised Statutes.
- C. Section 32-1-104(3)(a), C.R.S. (the “**Inactive Status Law**”), provides that the board of directors of a special district may determine it is inactive by adopting a resolution to affirm that it has met the requirements of the Inactive Status Law and directing that a Notice of Inactive Status be filed as directed in the Inactive Status Law.
- D. The District is in a pre-development stage.
- E. There are no residents within the District boundaries, other than those living there prior to the formation of the District.
- F. There are no business or commercial ventures existing within the District boundaries.
- G. The District has not issued any general obligation or revenue debt.
- H. The District does not have any financial obligations outstanding or contracts in effect that require performance by the District during the time the District is inactive.
- I. The District has not imposed a mill levy for tax collection in the current fiscal year.
- J. The District does not anticipate the receipt of any revenue.
- K. The District has no planned expenditures, except for statutory compliance, in the current fiscal year.
- L. The District has no operation or maintenance responsibility for any facilities.
- M. The District has met the requirements of the Inactive Status Law and desires to affirm its qualifications and direct that required notice of inactive status, in the form provided by the Division of Local Government (the “**Notice of Inactive Status**”), be filed pursuant to the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 1, ARAPAHOE, COUNTY, COLORADO:

1. The Board of Directors (the “**Board**”) of the District does hereby affirm that, as stated in the Recitals of this Resolution, it has met the requirements of the Inactive Status Law.

2. The Board hereby directs that a Notice of Inactive Status be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:

(a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan;

(b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located;

(c) The District Court having jurisdiction over the formation of the District;

(d) The State Auditor; and

(e) The Division of Local Government (the “**Division**”).

3. The Notice of Inactive Status shall be filed on or before December 15th of the year in which this Resolution is adopted and the District’s inactive status shall be effective immediately.

4. The District shall be in compliance with Section 32-1-104(5), C.R.S., at the time of filing of the Notice of Inactive Status.

5. The District acknowledges that during the period of inactive status, it is prohibited from:

(a) Issuing any debt;

(b) Imposing a mill levy; and

(c) Conducting any other official business other than to conduct elections and to undertake procedures necessary to implement the District’s intention to continue in inactive status or return to active status.

6. The District acknowledges that during the period of inactive status, it shall be exempt from statutory requirements, including, but not limited to:

(a) Adopting and filing an annual budget;

(b) Entering into and reporting intergovernmental agreements;

(c) Annually filing a certified audit or application for exemption from audit;

- (d) Annually filing a boundary map of the District;
- (e) Annually filing the transparency notice;
- (f) Holding regular meetings; and
- (g) Annually filing District contact information.

7. The President of the District or, in the event the President is not available, any other member of the Board or their designee (the “**Authorized Officer**”), shall be authorized and is hereby directed by the Board to cause such actions to be taken as may be necessary, including, but not limited to, the adoption of a resolution to conduct regular elections of the District during the period of inactive status and to seek funding for such activities from the developer or owner(s) of property within the District’s boundaries, if necessary.

8. The District acknowledges that during the period of inactive status it may still be required to file reports or provide notices under the provisions of its Service Plan, pursuant to any applicable rules or requirements of the jurisdiction(s) that approved the Service Plan, and/or pursuant to other applicable laws (“**Jurisdictional Requirements**”). The Board hereby authorizes and directs the Authorized Officer to comply with, or direct others to comply with, the Jurisdictional Requirements during the period of inactive status and to seek funding for such activities from the developer or owner(s) of property within the District’s boundaries, if necessary.

9. The District shall remain in inactive status during the period commencing with the filing of the Notice of Inactive Status until such time as it has filed a Notice of Return to Active Status, as provided in the Inactive Status Law.

10. So long as the District is in inactive status, the Board hereby authorizes and directs the Authorized Officer to poll the members of the Board on or before December 1 of each year regarding the Board’s direction regarding inactive status for the upcoming fiscal year.

(a) If the Board informs the Authorized Officer that they desire to remain in inactive status, the Authorized Officer shall have the authority and is directed to cause the notice of continuing inactive status to be filed, in the form provided by the Division (the “**Notice of Continuing Inactive Status**”), for the next fiscal year. The Notice of Continuing Inactive Status shall be filed on or before December 15 of such year with the State Auditor and the Division.

(b) If the Board informs the Authorized Officer that they desire to return to active status, the Authorized Officer shall have the authority to adopt a District resolution (substantially in the form attached hereto as **Exhibit A**) that declares the District’s return to active status and authorizes and directs the Authorized Officer to cause to be filed a notice of return to active status, in the form provided by the Division (the “**Notice of Return to Active Status**”), evidencing the District’s determination to return to active status. The Notice of Return to Active Status shall be filed with the State Auditor and the Division. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to

active status with all legal requirements from which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED on August 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 1**

President

Attest:

Secretary

EXHIBIT A

RESOLUTION NO. 20____-____-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 1'S INTENT TO RETURN TO ACTIVE STATUS**

A. Harvest Crossing Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. Pursuant to Section 32-1-104(3)(a), C.R.S. (the “**Inactive Status Law**”), the District has been in inactive status and has filed the requisite notices (the “**Notices**”).

C. The District has been in inactive status since the filing of the Notices.

D. In accordance with the Resolution adopted by the Board of Directors of the District (the “**Board**”) declaring the District inactive, the Authorized Officer has polled the Board and the majority of the Board has determined the District should return to active status.

E. The Board desires to declare the District’s return to active status in the manner required by the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 1 OF ARAPAHOE COUNTY, COLORADO:

1. The Board hereby declares the District’s return to active status and hereby authorizes and directs the Authorized Officer to file the notice of return to active status, in the form provided by the Division of Local Government (the “**Notice of Return to Active Status**”) evidencing the District’s determination to return to active status.

2. The Notice of Return to Active Status is hereby issued and shall be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:

(a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan; and

(b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located; and

(c) The District Court having jurisdiction over the formation of the District;
and

(d) The State Auditor; and

(e) The Division of Local Government (the “**Division**”).

3. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to active status with all legal requirements for which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED on _____, 20____.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 1**

Authorized Officer

Attest:

Secretary

RESOLUTION NO. 2023-08-__

RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING METROPOLITAN DISTRICT NO. 1'S INTENT TO RETURN TO ACTIVE STATUS

- A. The Harvest Crossing Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.
- B. Pursuant to Section 32-1-104(3)(a), C.R.S. (the “**Inactive Status Law**”), the District has been in inactive status and has filed the requisite notices (the “**Notices**”).
- C. The District has been in inactive status since the filing of the Notices.
- D. In accordance with the Resolution adopted by the Board of Directors of the District (the “**Board**”) declaring the District inactive, the Authorized Officer has polled the Board and the majority of the Board has determined the District should return to active status.
- E. The Board desires to declare the District’s return to active status in the manner required by the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 1 OF ARAPAHOE COUNTY, COLORADO:

1. The Board hereby declares the District’s return to active status and hereby authorizes and directs the Authorized Officer to file the notice of return to active status, in the form provided by the Division of Local Government (the “**Notice of Return to Active Status**”) evidencing the District’s determination to return to active status.

2. The Notice of Return to Active Status is hereby issued and shall be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:

(a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan; and

(b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located; and

(c) The District Court having jurisdiction over the formation of the District;
and

(d) The State Auditor; and

(e) The Division of Local Government (the “**Division**”).

3. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to active status with all legal requirements for which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED ON AUGUST 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 1**

Authorized Officer

Attest:

Secretary

RESOLUTION NO. 2023-08-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 2 DECLARING HARVEST CROSSING
METROPOLITAN DISTRICT NO. 2 INACTIVE**

- A. The Harvest Crossing Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.
- B. The District operates under its Service Plan (“**Service Plan**”), and pursuant to the Colorado Revised Statutes.
- C. Section 32-1-104(3)(a), C.R.S. (the “**Inactive Status Law**”), provides that the board of directors of a special district may determine it is inactive by adopting a resolution to affirm that it has met the requirements of the Inactive Status Law and directing that a Notice of Inactive Status be filed as directed in the Inactive Status Law.
- D. The District is in a pre-development stage.
- E. There are no residents within the District boundaries, other than those living there prior to the formation of the District.
- F. There are no business or commercial ventures existing within the District boundaries.
- G. The District has not issued any general obligation or revenue debt.
- H. The District does not have any financial obligations outstanding or contracts in effect that require performance by the District during the time the District is inactive.
- I. The District has not imposed a mill levy for tax collection in the current fiscal year.
- J. The District does not anticipate the receipt of any revenue.
- K. The District has no planned expenditures, except for statutory compliance, in the current fiscal year.
- L. The District has no operation or maintenance responsibility for any facilities.
- M. The District has met the requirements of the Inactive Status Law and desires to affirm its qualifications and direct that required notice of inactive status, in the form provided by the Division of Local Government (the “**Notice of Inactive Status**”), be filed pursuant to the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 2, ARAPAHOE, COUNTY, COLORADO:

1. The Board of Directors (the “**Board**”) of the District does hereby affirm that, as stated in the Recitals of this Resolution, it has met the requirements of the Inactive Status Law.

2. The Board hereby directs that a Notice of Inactive Status be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:

(a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan;

(b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located;

(c) The District Court having jurisdiction over the formation of the District;

(d) The State Auditor; and

(e) The Division of Local Government (the “**Division**”).

3. The Notice of Inactive Status shall be filed on or before December 15th of the year in which this Resolution is adopted and the District’s inactive status shall be effective immediately.

4. The District shall be in compliance with Section 32-1-104(5), C.R.S., at the time of filing of the Notice of Inactive Status.

5. The District acknowledges that during the period of inactive status, it is prohibited from:

(a) Issuing any debt;

(b) Imposing a mill levy; and

(c) Conducting any other official business other than to conduct elections and to undertake procedures necessary to implement the District’s intention to continue in inactive status or return to active status.

6. The District acknowledges that during the period of inactive status, it shall be exempt from statutory requirements, including, but not limited to:

(a) Adopting and filing an annual budget;

(b) Entering into and reporting intergovernmental agreements;

(c) Annually filing a certified audit or application for exemption from audit;

- (d) Annually filing a boundary map of the District;
- (e) Annually filing the transparency notice;
- (f) Holding regular meetings; and
- (g) Annually filing District contact information.

7. The President of the District or, in the event the President is not available, any other member of the Board or their designee (the “**Authorized Officer**”), shall be authorized and is hereby directed by the Board to cause such actions to be taken as may be necessary, including, but not limited to, the adoption of a resolution to conduct regular elections of the District during the period of inactive status and to seek funding for such activities from the developer or owner(s) of property within the District’s boundaries, if necessary.

8. The District acknowledges that during the period of inactive status it may still be required to file reports or provide notices under the provisions of its Service Plan, pursuant to any applicable rules or requirements of the jurisdiction(s) that approved the Service Plan, and/or pursuant to other applicable laws (“**Jurisdictional Requirements**”). The Board hereby authorizes and directs the Authorized Officer to comply with, or direct others to comply with, the Jurisdictional Requirements during the period of inactive status and to seek funding for such activities from the developer or owner(s) of property within the District’s boundaries, if necessary.

9. The District shall remain in inactive status during the period commencing with the filing of the Notice of Inactive Status until such time as it has filed a Notice of Return to Active Status, as provided in the Inactive Status Law.

10. So long as the District is in inactive status, the Board hereby authorizes and directs the Authorized Officer to poll the members of the Board on or before December 1 of each year regarding the Board’s direction regarding inactive status for the upcoming fiscal year.

(a) If the Board informs the Authorized Officer that they desire to remain in inactive status, the Authorized Officer shall have the authority and is directed to cause the notice of continuing inactive status to be filed, in the form provided by the Division (the “**Notice of Continuing Inactive Status**”), for the next fiscal year. The Notice of Continuing Inactive Status shall be filed on or before December 15 of such year with the State Auditor and the Division.

(b) If the Board informs the Authorized Officer that they desire to return to active status, the Authorized Officer shall have the authority to adopt a District resolution (substantially in the form attached hereto as **Exhibit A**) that declares the District’s return to active status and authorizes and directs the Authorized Officer to cause to be filed a notice of return to active status, in the form provided by the Division (the “**Notice of Return to Active Status**”), evidencing the District’s determination to return to active status. The Notice of Return to Active Status shall be filed with the State Auditor and the Division. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to

active status with all legal requirements from which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED on August 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 2**

President

Attest:

Secretary

EXHIBIT A

RESOLUTION NO. 20____-____-____

RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING METROPOLITAN DISTRICT NO. 2'S INTENT TO RETURN TO ACTIVE STATUS

A. Harvest Crossing Metropolitan District No. 2 (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado.

B. Pursuant to Section 32-1-104(3)(a), C.R.S. (the "**Inactive Status Law**"), the District has been in inactive status and has filed the requisite notices (the "**Notices**").

C. The District has been in inactive status since the filing of the Notices.

D. In accordance with the Resolution adopted by the Board of Directors of the District (the "**Board**") declaring the District inactive, the Authorized Officer has polled the Board and the majority of the Board has determined the District should return to active status.

E. The Board desires to declare the District's return to active status in the manner required by the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 2 OF ARAPAHOE COUNTY, COLORADO:

1. The Board hereby declares the District's return to active status and hereby authorizes and directs the Authorized Officer to file the notice of return to active status, in the form provided by the Division of Local Government (the "**Notice of Return to Active Status**") evidencing the District's determination to return to active status.

2. The Notice of Return to Active Status is hereby issued and shall be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:

(a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan; and

(b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located; and

(c) The District Court having jurisdiction over the formation of the District; and

(d) The State Auditor; and

(e) The Division of Local Government (the "**Division**").

3. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to active status with all legal requirements for which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED on _____, 20____.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 2**

Authorized Officer

Attest:

Secretary

RESOLUTION NO. 2023-08-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 2'S INTENT TO RETURN TO ACTIVE STATUS**

- A. The Harvest Crossing Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado.
- B. Pursuant to Section 32-1-104(3)(a), C.R.S. (the “**Inactive Status Law**”), the District has been in inactive status and has filed the requisite notices (the “**Notices**”).
- C. The District has been in inactive status since the filing of the Notices.
- D. In accordance with the Resolution adopted by the Board of Directors of the District (the “**Board**”) declaring the District inactive, the Authorized Officer has polled the Board and the majority of the Board has determined the District should return to active status.
- E. The Board desires to declare the District’s return to active status in the manner required by the Inactive Status Law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARVEST CROSSING METROPOLITAN DISTRICT NO. 2 OF ARAPAHOE COUNTY, COLORADO:

- 1. The Board hereby declares the District’s return to active status and hereby authorizes and directs the Authorized Officer to file the notice of return to active status, in the form provided by the Division of Local Government (the “**Notice of Return to Active Status**”) evidencing the District’s determination to return to active status.
- 2. The Notice of Return to Active Status is hereby issued and shall be sent by certified mail, return receipt requested (except where electronic filing is required by the receiving entity), to be filed with the following entities:
 - (a) The Board of County Commissioners and/or the City Council of each county and/or city that approved its Service Plan; and
 - (b) The Treasurer, Assessor and Clerk and Recorder of the county or counties in which the District is located; and
 - (c) The District Court having jurisdiction over the formation of the District;
and
 - (d) The State Auditor; and
 - (e) The Division of Local Government (the “**Division**”).

3. The Board acknowledges that within ninety (90) days of delivery of the Notice of Return to Active Status, the District is required to be in compliance for the remainder of the fiscal year in which the District returns to active status with all legal requirements for which the District was exempt while on inactive status.

RESOLUTION APPROVED AND ADOPTED ON AUGUST 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 2f**

Authorized Officer

Attest:

Secretary

**RESOLUTION OF DESIGNATED ELECTION OFFICIAL
REGARDING CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES ELECTED**

**HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Arapahoe County, Colorado**

A. The Designated Election Official of the Harvest Crossing Metropolitan District No. 3 (“**District**”) has been duly authorized by the Board of Directors of the District to cancel the election and declare candidates elected at the close of business on the sixty-third (63rd) day before the election to be conducted on May 2, 2023, pursuant to that certain Resolution Calling Election attached hereto as **Exhibit A**.

B. On the sixty-third (63rd) day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

NOW, THEREFORE, be it resolved by the Designated Election Official of the District that:

1. The regular election to be conducted on May 2, 2023, is hereby cancelled pursuant to Section 1-13.5-513, C.R.S.

2. The following candidates are declared elected for the following terms of office:

| <u>Name</u> | <u>Term</u> |
|-------------|-----------------------------------|
| Vacant | Second Regular Election, May 2027 |
| Vacant | Second Regular Election, May 2027 |

DATED this 2nd day of March, 2023.

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 3


By: 
Steve Beck, Designated Election Official
Harvest Crossing Metropolitan District No. 3
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835

EXHIBIT A

Resolution Calling Election

**RESOLUTION OF DESIGNATED ELECTION OFFICIAL
REGARDING CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES ELECTED**

**HARVEST CROSSING METROPOLITAN DISTRICT NO. 4
Arapahoe County, Colorado**

A. The Designated Election Official of the Harvest Crossing Metropolitan District No. 4 (“**District**”) has been duly authorized by the Board of Directors of the District to cancel the election and declare candidates elected at the close of business on the sixty-third (63rd) day before the election to be conducted on May 2, 2023, pursuant to that certain Resolution Calling Election attached hereto as **Exhibit A**.

B. On the sixty-third (63rd) day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

NOW, THEREFORE, be it resolved by the Designated Election Official of the District that:

1. The regular election to be conducted on May 2, 2023, is hereby cancelled pursuant to Section 1-13.5-513, C.R.S.

2. The following candidates are declared elected for the following terms of office:

| <u>Name</u> | <u>Term</u> |
|-------------|-----------------------------------|
| Vacant | Second Regular Election, May 2027 |
| Vacant | Second Regular Election, May 2027 |

DATED this 2nd day of March, 2023.

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 4


By: 
Steve Beck, Designated Election Official
Harvest Crossing Metropolitan District No. 4
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: (303) 987-0835

EXHIBIT A

Resolution Calling Election

Harvest Crossing Metropolitan District No. 3

November-22

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|---------------|------------|------------|-------------|------------------|----------------|
| Aurora Media Group | 104235 | 10/20/2022 | 11/4/2022 | \$ 35.85 | Miscellaneous | 1685 |
| Colorado Special Districts Property and Liability Pool | 23PL-361-1842 | 9/6/2022 | 11/15/2022 | \$ 2,076.00 | Prepaid Expenses | 1143 |
| McGeady Becher, P.C. | 762M 09/2022 | 9/30/2022 | 9/30/2022 | \$ 250.00 | Legal | 1675 |
| McGeady Becher, P.C. | 893M 09/2022 | 9/30/2022 | 9/30/2022 | \$ 2,620.66 | Legal | 1675 |
| Special District Management Services, Inc. | D1 10/2022 | 10/31/2022 | 10/31/2022 | \$ 14.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D1 10/2022 | 10/31/2022 | 10/31/2022 | \$ 6.80 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D1 10/2022 | 10/31/2022 | 10/31/2022 | \$ 467.20 | Management | 1620 |
| Special District Management Services, Inc. | D2 10/2022 | 10/31/2022 | 10/31/2022 | \$ 44.40 | Accounting | 1612 |
| Special District Management Services, Inc. | D2 10/2022 | 10/31/2022 | 10/31/2022 | \$ 0.60 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D2 10/2022 | 10/31/2022 | 10/31/2022 | \$ 236.80 | Management | 1620 |
| Special District Management Services, Inc. | D3 10/2022 | 10/31/2022 | 10/31/2022 | \$ 1,391.20 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 10/2022 | 10/31/2022 | 10/31/2022 | \$ 10.20 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 10/2022 | 10/31/2022 | 10/31/2022 | \$ 532.80 | Management | 1620 |
| Special District Management Services, Inc. | D4 10/2022 | 10/31/2022 | 10/31/2022 | \$ 14.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 10/2022 | 10/31/2022 | 10/31/2022 | \$ 0.40 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D4 10/2022 | 10/31/2022 | 10/31/2022 | \$ 222.00 | Management | 1620 |
| T. Charles Wilson | 11917 | 10/8/2022 | 11/15/2022 | \$ 495.00 | Prepaid Expenses | 1143 |
| | | | | \$ 8,419.51 | | |

Harvest Crossing Metropolitan District No. 3

November-22

| | General | Debt | Capital | Totals |
|---|-------------------|---------------|---------------|-------------------|
| Disbursements | \$ 8,419.51 | | | \$ 8,419.51 |
| Total Disbursements from Checking Acct | \$8,419.51 | \$0.00 | \$0.00 | \$8,419.51 |

**Harvest Crossing Metropolitan District No. 3
December-22**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| IDES, LLC | 38905 | 10/31/2022 | 10/31/2022 | \$1,907.50 | Engineering | 3784 |
| McGeady Becher, P.C. | 762M 10/2022 | 10/31/2022 | 10/31/2022 | \$ 22.50 | Legal | 1675 |
| McGeady Becher, P.C. | 893M 10/2022 | 10/31/2022 | 10/31/2022 | \$2,545.50 | Legal | 1675 |
| Special District Management Services, Inc. | D1 11/2022 | 11/30/2022 | 11/30/2022 | \$ 11.57 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D1 11/2022 | 11/30/2022 | 11/30/2022 | \$ 14.80 | Election | 1635 |
| Special District Management Services, Inc. | D1 11/2022 | 11/30/2022 | 11/30/2022 | \$ 344.00 | Management | 1620 |
| Special District Management Services, Inc. | D2 11/2022 | 11/30/2022 | 11/30/2022 | \$ 14.80 | Election | 1635 |
| Special District Management Services, Inc. | D2 11/2022 | 11/30/2022 | 11/30/2022 | \$ 240.40 | Management | 1620 |
| Special District Management Services, Inc. | D3 11/2022 | 11/30/2022 | 11/30/2022 | \$1,702.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 11/2022 | 11/30/2022 | 11/30/2022 | \$ 33.40 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 11/2022 | 11/30/2022 | 11/30/2022 | \$ 14.80 | Election | 1635 |
| Special District Management Services, Inc. | D3 11/2022 | 11/30/2022 | 11/30/2022 | \$1,084.00 | Management | 1620 |
| Special District Management Services, Inc. | D4 11/2022 | 11/30/2022 | 11/30/2022 | \$ 532.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 11/2022 | 11/30/2022 | 11/30/2022 | \$ 0.80 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D4 11/2022 | 11/30/2022 | 11/30/2022 | \$ 14.80 | Election | 1635 |
| Special District Management Services, Inc. | D4 11/2022 | 11/30/2022 | 11/30/2022 | \$ 255.20 | Management | 1620 |

\$8,738.87

**Harvest Crossing Metropolitan District No. 3
December-22**

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|-------------------|-------------------|
| Disbursements | \$ 6,831.37 | | \$ 1,907.50 | \$ 8,738.87 |
| Total Disbursements from Checking Acct | \$6,831.37 | \$0.00 | \$1,907.50 | \$8,738.87 |

**Harvest Crossing Metropolitan District No. 3
January-23**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| IDES, LLC | 38906 | 12/15/2022 | 12/15/2022 | \$ 3,962.50 | Engineering | 3784 |
| McGeady Becher, P.C. | 762M 11/2022 | 11/30/2022 | 11/30/2022 | \$ - | Legal | 1675 |
| McGeady Becher, P.C. | 893M 11/2022 | 11/30/2022 | 11/30/2022 | \$ 4,072.00 | Legal | 1675 |
| Special District Management Services, Inc. | D1 12/2022 | 12/31/2022 | 12/31/2022 | \$ 458.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D1 12/2022 | 12/31/2022 | 12/31/2022 | \$ 18.60 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D1 12/2022 | 12/31/2022 | 12/31/2022 | \$ 384.80 | Management | 1620 |
| Special District Management Services, Inc. | D2 12/2022 | 12/31/2022 | 12/31/2022 | \$ 458.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D2 12/2022 | 12/31/2022 | 12/31/2022 | \$ 207.20 | Management | 1620 |
| Special District Management Services, Inc. | D3 12/2022 | 12/31/2022 | 12/31/2022 | \$ 2,116.40 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 12/2022 | 12/31/2022 | 12/31/2022 | \$ 29.60 | Election | 1635 |
| Special District Management Services, Inc. | D3 12/2022 | 12/31/2022 | 12/31/2022 | \$ 592.00 | Management | 1620 |
| Special District Management Services, Inc. | D4 12/2022 | 12/31/2022 | 12/31/2022 | \$ 592.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 12/2022 | 12/31/2022 | 12/31/2022 | \$ 29.00 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D4 12/2022 | 12/31/2022 | 12/31/2022 | \$ 14.80 | Election | 1635 |
| Special District Management Services, Inc. | D4 12/2022 | 12/31/2022 | 12/31/2022 | \$ 207.20 | Management | 1620 |
| Towncloud, Inc. | 3656 | 10/21/2022 | 11/5/2022 | \$ 2,494.80 | Miscellaneous | 1685 |

\$15,638.50

Harvest Crossing Metropolitan District No. 3
January-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|---------------------|---------------|--------------------|---------------------|
| Disbursements | \$ 11,676.00 | | \$ 3,962.50 | \$ 15,638.50 |
| Total Disbursements from Checking Acct | \$11,676.00 | \$0.00 | \$3,962.50 | \$15,638.50 |

**Harvest Crossing Metropolitan District No. 3
February-23**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| Aurora Media Group | 104913 | 2/2/2023 | 2/17/2023 | \$ 51.15 | Miscellaneous | 1685 |
| IDES, LLC | 38907 | 12/31/2022 | 12/31/2022 | \$ 2,255.00 | Engineering | 3784 |
| McGeady Becher, P.C. | 762M 12/2022 | 12/31/2022 | 12/31/2022 | \$ 36.68 | Legal | 1675 |
| McGeady Becher, P.C. | 893M 12/2022 | 12/31/2022 | 12/31/2022 | \$ 2,703.50 | Legal | 1675 |
| Special District Association | D4 SDA-2023 | 2/7/2023 | 2/7/2023 | \$ 303.75 | Insurance/SDA Dues | 1670 |
| Special District Association | D3 SDA-2023 | 2/7/2023 | 2/7/2023 | \$ 305.62 | Insurance/SDA Dues | 1670 |
| Special District Management Services, Inc. | D3 01/2023 | 1/31/2023 | 1/31/2023 | \$ 992.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 01/2023 | 1/31/2023 | 1/31/2023 | \$ 8.14 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 01/2023 | 1/31/2023 | 1/31/2023 | \$ 64.00 | Election | 1635 |
| Special District Management Services, Inc. | D3 01/2023 | 1/31/2023 | 1/31/2023 | \$ 784.00 | Management | 1620 |
| Special District Management Services, Inc. | D4 01/2023 | 1/31/2023 | 1/31/2023 | \$ 256.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 01/2023 | 1/31/2023 | 1/31/2023 | \$ 32.00 | Election | 1635 |
| Special District Management Services, Inc. | D4 01/2023 | 1/31/2023 | 1/31/2023 | \$ 240.00 | Management | 1620 |
| | | | | \$ 8,031.84 | | |

Harvest Crossing Metropolitan District No. 3
February-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|-------------------|-------------------|
| Disbursements | \$ 5,776.84 | | \$ 2,255.00 | \$ 8,031.84 |
| Total Disbursements from Checking Acct | \$5,776.84 | \$0.00 | \$2,255.00 | \$8,031.84 |

**Harvest Crossing Metropolitan District No. 3
March-23**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| IDES, LLC | 38908 | 1/31/2023 | 1/31/2023 | \$2,847.50 | Engineering | 3784 |
| McGeady Becher, P.C. | 762M 01/2023 | 1/31/2023 | 1/31/2023 | \$ 500.56 | Legal | 1675 |
| McGeady Becher, P.C. | 893M 01/2023 | 1/31/2023 | 1/31/2023 | \$2,914.43 | Legal | 1675 |
| Special District Management Services, Inc. | D3 02/2023 | 2/28/2023 | 2/28/2023 | \$1,339.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 02/2023 | 2/28/2023 | 2/28/2023 | \$ 15.27 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 02/2023 | 2/28/2023 | 2/28/2023 | \$ 100.60 | Election | 1635 |
| Special District Management Services, Inc. | D3 02/2023 | 2/28/2023 | 2/28/2023 | \$1,343.20 | Management | 1620 |
| Special District Management Services, Inc. | D4 02/2023 | 2/28/2023 | 2/28/2023 | \$ 345.40 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 02/2023 | 2/28/2023 | 2/28/2023 | \$ 1.00 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D4 02/2023 | 2/28/2023 | 2/28/2023 | \$ 84.60 | Election | 1635 |
| Special District Management Services, Inc. | D4 02/2023 | 2/28/2023 | 2/28/2023 | \$ 192.20 | Management | 1620 |
| | | | | \$9,684.56 | | |

Harvest Crossing Metropolitan District No. 3
March-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|-------------------|-------------------|
| Disbursements | \$ 6,837.06 | | \$ 2,847.50 | \$ 9,684.56 |
| Total Disbursements from Checking Acct | \$6,837.06 | \$0.00 | \$2,847.50 | \$9,684.56 |

**Harvest Crossing Metropolitan District No. 3
April-23**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| Aurora Media Group | 105245 | 3/23/2023 | 4/4/2023 | \$ 39.25 | Election | 1635 |
| Aurora Media Group | 105241 | 3/20/2023 | 4/4/2023 | \$ 36.70 | Election | 1635 |
| Aurora Media Group | 105244 | 3/23/2023 | 4/4/2023 | \$ 37.55 | Election | 1635 |
| Aurora Media Group | 105243 | 3/23/2023 | 4/4/2023 | \$ 39.25 | Election | 1635 |
| McGeady Becher P.C. | 762M 02/2023 | 2/28/2023 | 2/28/2023 | \$ - | Legal | 1675 |
| McGeady Becher P.C. | 893M 02/2023 | 2/28/2023 | 2/28/2023 | \$ 2,397.73 | Legal | 1675 |
| Special District Management Services, Inc. | D3 03/2023 | 3/31/2023 | 3/31/2023 | \$ 1,156.60 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 03/2023 | 3/31/2023 | 3/31/2023 | \$ (309.40) | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 03/2023 | 3/31/2023 | 3/31/2023 | \$ 201.20 | Election | 1635 |
| Special District Management Services, Inc. | D3 03/2023 | 3/31/2023 | 3/31/2023 | \$ 478.00 | Management | 1620 |
| Special District Management Services, Inc. | D4 03/2023 | 3/31/2023 | 3/31/2023 | \$ 208.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 03/2023 | 3/31/2023 | 3/31/2023 | \$ 164.60 | Election | 1635 |
| Special District Management Services, Inc. | D4 03/2023 | 3/31/2023 | 3/31/2023 | \$ 269.80 | Management | 1620 |
| | | | | \$4,719.28 | | |

Harvest Crossing Metropolitan District No. 3
April-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|----------------|-------------------|
| Disbursements | \$ 4,719.28 | | | \$ 4,719.28 |
| Total Disbursements from Checking Acct | \$4,719.28 | \$0.00 | \$0.00 | \$4,719.28 |

Harvest Crossing Metropolitan District No. 3
May-23

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| AzTec Consultants Inc. | 143380 | 3/15/2023 | 3/15/2023 | \$ 900.00 | Engineering | 3784 |
| McGeady Becher P.C. | 762M 03/2023 | 3/31/2023 | 3/31/2023 | \$ - | Legal | 1675 |
| McGeady Becher P.C. | 893M 03/2023 | 3/31/2023 | 3/31/2023 | \$ - | Legal | 1675 |
| Special District Management Services, Inc. | D3 04/2023 | 4/30/2023 | 4/30/2023 | \$ 781.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 04/2023 | 4/30/2023 | 4/30/2023 | \$ 329.80 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 04/2023 | 4/30/2023 | 4/30/2023 | \$ 64.00 | Election | 1635 |
| Special District Management Services, Inc. | D3 04/2023 | 4/30/2023 | 4/30/2023 | \$ 1,976.20 | Management | 1620 |
| Special District Management Services, Inc. | D4 04/2023 | 4/30/2023 | 4/30/2023 | \$ 160.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 04/2023 | 4/30/2023 | 4/30/2023 | \$ 1.49 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D4 04/2023 | 4/30/2023 | 4/30/2023 | \$ 32.00 | Election | 1635 |
| Special District Management Services, Inc. | D4 04/2023 | 4/30/2023 | 4/30/2023 | \$ 509.80 | Management | 1620 |
| T. Charles Wilson | 11600 | 9/29/2022 | 1/1/2023 | \$ 495.00 | Insurance/SDA Dues | 1670 |
| | | | | \$ 5,250.09 | | |

Harvest Crossing Metropolitan District No. 3

May-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|-----------------|-------------------|
| Disbursements | \$ 4,350.09 | | \$ 900.00 | \$ 5,250.09 |
| Total Disbursements from Checking Acct | \$4,350.09 | \$0.00 | \$900.00 | \$5,250.09 |

**Harvest Crossing Metropolitan District No. 3
June-23**

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| IDES, LLC | 38909 | 5/31/2023 | 5/31/2023 | \$ 7,505.70 | Engineering | 3784 |
| McGeady Becher P.C. | 893M 04/2023 | 4/30/2023 | 4/30/2023 | \$ 3,353.22 | Legal | 1675 |
| McGeady Becher P.C. | 893M 05/2023 | 5/31/2023 | 5/31/2023 | \$ 5,876.59 | Legal | 1675 |
| Special District Management Services, Inc. | D3 05/2023 | 5/31/2023 | 5/31/2023 | \$ 1,641.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 05/2023 | 5/31/2023 | 5/31/2023 | \$ 10.00 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 05/2023 | 5/31/2023 | 5/31/2023 | \$ 32.00 | Election | 1635 |
| Special District Management Services, Inc. | D3 05/2023 | 5/31/2023 | 5/31/2023 | \$ 1,384.20 | Management | 1620 |
| Special District Management Services, Inc. | May-23 | 5/31/2023 | 5/31/2023 | \$ 279.20 | Accounting | 1612 |
| Special District Management Services, Inc. | May-23 | 5/31/2023 | 5/31/2023 | \$ 16.00 | Election | 1635 |
| Special District Management Services, Inc. | May-23 | 5/31/2023 | 5/31/2023 | \$ 80.00 | Management | 1620 |
| | | | | \$20,178.71 | | |

Harvest Crossing Metropolitan District No. 3
June-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|--------------------|---------------|-------------------|--------------------|
| Disbursements | \$ 12,673.01 | | \$ 7,505.70 | \$ 20,178.71 |
| Total Disbursements from Checking Acct | \$12,673.01 | \$0.00 | \$7,505.70 | \$20,178.71 |

Harvest Crossing Metropolitan District No. 3
July-23

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--|------------------|-------------|-----------------|---------------|------------------------|-----------------------|
| Special District Management Services, Inc. | D3 06/2023 | 6/30/2023 | 6/30/2023 | \$ 829.80 | Accounting | 1612 |
| Special District Management Services, Inc. | D3 06/2023 | 6/30/2023 | 6/30/2023 | \$ 0.80 | Miscellaneous | 1685 |
| Special District Management Services, Inc. | D3 06/2023 | 6/30/2023 | 6/30/2023 | \$ 445.80 | Management | 1620 |
| Special District Management Services, Inc. | D4 06/2023 | 6/30/2023 | 6/30/2023 | \$ 48.00 | Accounting | 1612 |
| Special District Management Services, Inc. | D4 06/2023 | 6/30/2023 | 6/30/2023 | \$ 240.00 | Management | 1620 |
| | | | | \$1,564.40 | | |

Harvest Crossing Metropolitan District No. 3

July-23

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|---|-------------------|---------------|-----------------|-------------------|
| Disbursements | \$ 1,564.40 | | \$ 900.00 | \$ 2,464.40 |
| Total Disbursements from Checking Acct | \$1,564.40 | \$0.00 | \$900.00 | \$2,464.40 |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Schedule of Cash Position
September 30, 2022

| | <u>Rate</u> | <u>Operating</u> | <u>Debt Service</u> | <u>Total</u> |
|------------------------|-------------|------------------|---------------------|------------------|
| Checking: | | | | |
| Cash in Bank-FirstBank | \$ | - | \$ 101.30 | \$ 101.30 |
| Trustee: | | | | |
| 2021A Project Fund | | - | 11,488,086.59 | 11,488,086.59 |
| TOTAL FUNDS: | \$ | - | \$ 11,488,187.89 | \$ 11,488,187.89 |

2022 Mill Levy Information

| | |
|---------------------------|--------|
| General Fund | 10.000 |
| Debt Service Fund | 55.664 |
| ARI | 1.114 |
| Total Certified Mill Levy | 66.778 |

Board of Directors

- * Daniel Frank
- * Marc Cooper
- Richard A. Frank

*authorized signer on checking account

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3

FINANCIAL STATEMENTS

September 30, 2022

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
September 30, 2022

| | <u>GENERAL</u> | <u>DEBT SERVICE</u> | <u>CAPITAL PROJECTS</u> | <u>LONG-TERM DEBT</u> | <u>TOTAL MEMO ONLY</u> |
|--|----------------|-------------------------|-----------------------------|---------------------------|----------------------------|
| Assets | | | | | |
| Cash in Bank-FirstBank | \$ - | \$ 101 | \$ - | \$ - | \$ 101 |
| 2021A Project Fund | - | 11,488,087 | - | - | 11,488,087 |
| Prepaid Expenses | 450 | - | - | - | 450 |
| Total Current Assets | <u>450</u> | <u>11,488,188</u> | <u>-</u> | <u>-</u> | <u>11,488,638</u> |
| Other Debits | | | | | |
| Amount in Debt Service Fund | - | - | - | 11,488,188 | 11,488,188 |
| Amount to be Provided for Debt | - | - | - | 955,344 | 955,344 |
| Total Other Debits | <u>-</u> | <u>-</u> | <u>-</u> | <u>12,443,531</u> | <u>12,443,531</u> |
| Total Assets | <u>\$ 450</u> | <u>\$ 11,488,188</u> | <u>\$ -</u> | <u>\$ 12,443,531</u> | <u>\$ 23,932,169</u> |
| Liabilities | | | | | |
| Accounts Payable | \$ 345 | \$ - | \$ 3,025 | \$ - | \$ 3,370 |
| Series 2021A Bonds | - | - | - | 12,358,000 | 12,358,000 |
| Developer Advance - Operations | - | - | - | 82,870 | 82,870 |
| Dev Adv - Ops Accrued Int | - | - | - | 1,752 | 1,752 |
| Developer Advance - Capital | - | - | - | 900 | 900 |
| Dev Adv - Cap Accrued Int | - | - | - | 9 | 9 |
| Total Liabilities | <u>345</u> | <u>-</u> | <u>3,025</u> | <u>12,443,531</u> | <u>12,446,902</u> |
| Fund Balance | | | | | |
| Fund Balance | (16,578) | 11,828,317 | - | - | 11,811,739 |
| Current Year Earnings | 16,682 | (340,129) | (3,025) | - | (326,472) |
| Total Fund Balances | <u>105</u> | <u>11,488,188</u> | <u>(3,025)</u> | <u>-</u> | <u>11,485,267</u> |
| Total Liabilities, Deferred Inflows of Resources and Fund Balance | <u>\$ 450</u> | <u>\$ 11,488,188</u> | <u>\$ -</u> | <u>\$ 12,443,531</u> | <u>\$ 23,932,169</u> |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2022
General Fund

| <u>Account Description</u> | <u>Period Actual</u> | <u>YTD Actual</u> | <u>Budget</u> | <u>Favorable (Unfavorable) Variance</u> | <u>% of Budget</u> |
|--|----------------------|-------------------|-----------------|---|------------------------|
| Revenues | | | | | |
| Property Tax Revenue | \$ - | \$ 18 | \$ 18 | \$ (0) | 98.4% |
| Specific Ownership Taxes | 10 | 11 | - | 11 | - |
| ARI Mill Levy | 0 | 2 | 2 | 0 | 101.0% |
| Total Revenues | <u>10</u> | <u>30</u> | <u>20</u> | <u>10</u> | <u>151.4%</u> |
| Expenditures | | | | | |
| Accounting | 4,070 | 13,418 | 8,000 | (5,418) | 167.7% |
| Audit | - | - | 1,000 | 1,000 | 0.0% |
| Management | 6,256 | 12,741 | 15,000 | 2,259 | 84.9% |
| Insurance/SDA Dues | - | 5,493 | 3,500 | (1,993) | 156.9% |
| Legal | 9,489 | 20,503 | 15,000 | (5,503) | 136.7% |
| Election | 44 | 1,199 | - | (1,199) | - |
| Miscellaneous | 300 | 6,865 | 3,000 | (3,865) | 228.8% |
| ARI Mill Levy | - | - | 2 | 2 | 0.0% |
| Contingency | - | - | 3,000 | 3,000 | 0.0% |
| Total Expenditures | <u>20,159</u> | <u>60,219</u> | <u>48,502</u> | <u>(11,717)</u> | <u>124.2%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | (20,149) | (60,188) | (48,482) | (11,705) | |
| Transfers and Other Sources (Uses) | | | | | |
| Emergency Reserve | - | - | (1,500) | 1,500 | |
| Developer Advances | 26,953 | 76,870 | 50,000 | 26,870 | |
| Total Transfers and Other Sources (Uses) | <u>26,953</u> | <u>76,870</u> | <u>48,500</u> | <u>28,370</u> | |
| Change in Fund Balance | 6,804 | 16,682 | 18 | 16,665 | |
| Beginning Fund Balance | (6,700) | (16,578) | 1,500 | (18,078) | |
| Ending Fund Balance | <u>\$ 105</u> | <u>\$ 105</u> | <u>\$ 1,518</u> | <u>\$ (1,412)</u> | |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2022
Debt Service Fund

| <u>Account Description</u> | <u>Period Actual</u> | <u>YTD Actual</u> | <u>Budget</u> | <u>Favorable (Unfavorable) Variance</u> | <u>% of Budget</u> |
|--|----------------------|----------------------|---------------|---|--------------------|
| Revenues | | | | | |
| Property Tax Revenue | \$ - | \$ 99 | \$ 99 | \$ (0) | 99.6% |
| Specific Ownership Taxes | 2 | 4 | - | 4 | - |
| Interest Income | 62,627 | 89,884 | - | 89,884 | - |
| Total Revenues | <u>62,629</u> | <u>89,987</u> | <u>99</u> | <u>89,888</u> | <u>90895.7%</u> |
| Expenditures | | | | | |
| Trustee Fees | 8,897 | 9,573 | - | (9,573) | - |
| Treasurer Fees | - | 1 | 1 | (0) | 148.0% |
| Total Expenditures | <u>8,897</u> | <u>9,575</u> | <u>1</u> | <u>(9,574)</u> | <u>957488.0%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | 53,732 | 80,412 | 98 | 80,314 | |
| Transfers and Other Sources (Uses) | | | | | |
| Transfer to Capital Projects | (190,876) | (426,541) | - | (426,541) | |
| Developer Advances | 6,000 | 6,000 | - | 6,000 | |
| Total Transfers and Other Sources (Uses) | <u>(184,876)</u> | <u>(420,541)</u> | <u>-</u> | <u>(420,541)</u> | |
| Change in Fund Balance | (131,144) | (340,129) | 98 | (340,227) | |
| Beginning Fund Balance | 11,619,332 | 11,828,317 | - | 11,828,317 | |
| Ending Fund Balance | <u>\$ 11,488,188</u> | <u>\$ 11,488,188</u> | <u>\$ 98</u> | <u>\$ 11,488,090</u> | |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2022
Capital Projects Fund

| <u>Account Description</u> | <u>Period Actual</u> | <u>YTD Actual</u> | <u>Budget</u> | <u>Favorable (Unfavorable) Variance</u> | <u>% of Budget</u> |
|--|----------------------|-------------------|-------------------|---|--------------------|
| Expenditures | | | | | |
| Capital Outlay | \$ 190,876 | \$ 426,541 | \$ 13,500,000 | \$ 13,073,459 | 3.2% |
| Engineering | 3,925 | 3,925 | - | (3,925) | 0.0% |
| Total Expenditures | <u>194,801</u> | <u>430,466</u> | <u>13,500,000</u> | <u>13,069,534</u> | <u>3.2%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | (194,801) | (430,466) | (13,500,000) | 13,069,534 | |
| Transfers and Other Sources (Uses) | | | | | |
| Transfer from Debt Service | 190,876 | 426,541 | - | 426,541 | |
| Developer Advances | 900 | 900 | - | 900 | |
| Total Transfers and Other Sources (Uses) | <u>191,776</u> | <u>427,441</u> | <u>-</u> | <u>427,441</u> | |
| Change in Fund Balance | (3,025) | (3,025) | (13,500,000) | 13,496,975 | |
| Beginning Fund Balance | - | - | 13,500,000 | (13,500,000) | |
| Ending Fund Balance | <u>\$ (3,025)</u> | <u>\$ (3,025)</u> | <u>\$ -</u> | <u>\$ (3,025)</u> | |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Schedule of Cash Position
December 31, 2022

| | Rate | Operating | Debt Service | Total |
|------------------------|------|-------------|------------------|------------------|
| Checking: | | | | |
| Cash in Bank-FirstBank | | \$ 3,650.81 | \$ 102.98 | \$ 3,753.79 |
| Trustee: | | | | |
| 2021A Project Fund | | - | 11,160,283.48 | 11,160,283.48 |
| TOTAL FUNDS: | | \$ 3,651.40 | \$ 11,160,386.46 | \$ 11,164,037.86 |

2022 Mill Levy Information

| | |
|---------------------------|--------|
| General Fund | 10.000 |
| Debt Service Fund | 55.664 |
| ARI | 1.114 |
| Total Certified Mill Levy | 66.778 |

Board of Directors

- * Daniel Frank
- * Marc Cooper
- Richard A. Frank

*authorized signer on checking account

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3

FINANCIAL STATEMENTS

December 31, 2022

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
December 31, 2022

| | <u>GENERAL</u> | <u>DEBT SERVICE</u> | <u>CAPITAL PROJECTS</u> | <u>LONG-TERM DEBT</u> | <u>TOTAL MEMO ONLY</u> |
|--|------------------|----------------------|-------------------------|-----------------------|------------------------|
| Assets | | | | | |
| Cash in Bank-FirstBank | \$ 3,651 | \$ 103 | \$ - | \$ - | \$ 3,754 |
| Cash With County Treasurer | 1 | - | - | - | 1 |
| Accounts Receivable | 8,739 | - | - | - | 8,739 |
| Due From District 1 | 9,526 | - | - | - | 9,526 |
| Due From District 2 | 7,161 | - | - | - | 7,161 |
| Due From District 4 | 17,165 | 6,000 | 900 | - | 24,065 |
| 2021A Project Fund | - | 11,160,283 | - | - | 11,160,283 |
| 2021A COI Fund | - | - | - | - | - |
| Property Taxes Receivable | 37 | 210 | - | - | 247 |
| Prepaid Expenses | 2,526 | - | - | - | 2,526 |
| Total Current Assets | <u>48,806</u> | <u>11,166,596</u> | <u>900</u> | <u>-</u> | <u>11,216,302</u> |
| Other Debits | | | | | |
| Amount in Debt Service Fund | - | - | - | 103 | 103 |
| Amount to be Provided for Debt | - | - | - | 12,480,644 | 12,480,644 |
| Total Other Debits | <u>-</u> | <u>-</u> | <u>-</u> | <u>12,480,747</u> | <u>12,480,747</u> |
| Total Assets | <u>\$ 48,806</u> | <u>\$ 11,166,596</u> | <u>\$ 900</u> | <u>\$ 12,480,747</u> | <u>\$ 23,697,049</u> |
| Liabilities | | | | | |
| Accounts Payable | \$ 13,606 | \$ - | \$ 6,218 | \$ - | \$ 19,824 |
| Due To District 4 | 10 | - | - | - | 9.97 |
| Series 2021A Bonds | - | - | - | 12,358,000 | 12,358,000 |
| Developer Advance - Operations | - | - | - | 114,866 | 114,866 |
| Dev Adv - Ops Accrued Int | - | - | - | 3,102 | 3,102 |
| Developer Advance - Capital | - | - | - | 4,710 | 4,710 |
| Dev Adv - Cap Accrued Int | - | - | - | 69 | 69 |
| Total Liabilities | <u>13,616</u> | <u>-</u> | <u>6,218</u> | <u>12,480,747</u> | <u>12,500,581</u> |
| Deferred Inflows of Resources | | | | | |
| Deferred Property Taxes | 37 | 210 | - | - | 247 |
| Total Deferred Inflows of Resources | <u>37</u> | <u>210</u> | <u>-</u> | <u>-</u> | <u>247</u> |
| Fund Balance | | | | | |
| Fund Balance | (14,070) | 11,836,809 | 1,908 | - | 11,824,647 |
| Current Year Earnings | 49,222 | (670,422) | (7,225) | - | (628,425) |
| Total Fund Balances | <u>35,152</u> | <u>11,166,386</u> | <u>(5,318)</u> | <u>-</u> | <u>11,196,221</u> |
| Total Liabilities, Deferred Inflows of Resources and Fund Balance | <u>\$ 48,806</u> | <u>\$ 11,166,596</u> | <u>\$ 900</u> | <u>\$ 12,480,747</u> | <u>\$ 23,697,049</u> |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending
December 31, 2022
General Fund

| Account Description | Period Actual | YTD Actual | Budget | Favorable (Unfavorable) Variance | % of Budget |
|--|------------------|------------------|-----------------|--|---------------|
| Revenues | | | | | |
| Property Tax Revenue | \$ - | \$ 18 | \$ 18 | \$ (0) | 98.4% |
| Specific Ownership Taxes | (9) | 1 | - | 1 | - |
| ARI Mill Levy | 0 | 2 | 2 | 0 | 103.0% |
| Total Revenues | <u>(9)</u> | <u>21</u> | <u>20</u> | <u>1</u> | <u>104.5%</u> |
| Expenditures | | | | | |
| Accounting | 2,636 | 16,054 | 8,000 | (8,054) | 200.7% |
| Audit | - | - | 1,000 | 1,000 | 0.0% |
| Management | (9,916) | 2,825 | 15,000 | 12,175 | 18.8% |
| Insurance/SDA Dues | (2,421) | 3,072 | 3,500 | 428 | 87.8% |
| Legal | 8,281 | 28,784 | 15,000 | (13,784) | 191.9% |
| Election | (533) | 666 | - | (666) | - |
| Miscellaneous | 1,400 | 8,265 | 3,000 | (5,265) | 275.5% |
| ARI Mill Levy | - | - | 2 | 2 | 0.0% |
| Treasurer Fees | - | 0 | - | (0) | 0.0% |
| Contingency | - | - | 3,000 | 3,000 | 0.0% |
| Total Expenditures | <u>(554)</u> | <u>59,665</u> | <u>48,502</u> | <u>(11,163)</u> | <u>123.0%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | 544 | (59,644) | (48,482) | (11,161) | |
| Transfers and Other Sources (Uses) | | | | | |
| Emergency Reserve | - | - | (1,500) | 1,500 | |
| Developer Advances | 31,995 | 108,866 | 50,000 | 58,866 | |
| Total Transfers and Other Sources (U | <u>31,995</u> | <u>108,866</u> | <u>48,500</u> | <u>60,366</u> | |
| Change in Fund Balance | 32,540 | 49,222 | 18 | 49,205 | |
| Beginning Fund Balance | 2,613 | (14,070) | 1,500 | (15,570) | |
| Ending Fund Balance | <u>\$ 35,152</u> | <u>\$ 35,152</u> | <u>\$ 1,518</u> | <u>\$ 33,635</u> | |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending
December 31, 2022
Debt Service Fund

| Account Description | Period Actual | YTD Actual | Budget | Favorable (Unfavorable) Variance | % of Budget |
|--|----------------------|----------------------|--------------|--|------------------|
| Revenues | | | | | |
| Property Tax Revenue | \$ - | \$ 99 | \$ 99 | \$ (0) | 99.6% |
| Specific Ownership Taxes | 2 | 6 | - | 6 | - |
| Interest Income | 106,431 | 196,315 | - | 196,315 | 0.0% |
| Miscellaneous Income | 4 | 4 | - | 4 | - |
| Total Revenues | <u>106,437</u> | <u>196,424</u> | <u>99</u> | <u>196,325</u> | <u>198407.7%</u> |
| Expenditures | | | | | |
| Trustee Fees | (726) | 8,847 | - | (8,847) | - |
| Treasurer Fees | - | 1 | 1 | (0) | 148.0% |
| Total Expenditures | <u>(726)</u> | <u>8,848</u> | <u>1</u> | <u>(8,847)</u> | <u>884842.0%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | 107,163 | 187,575 | 98 | 187,477 | |
| Transfers and Other Sources (Uses) | | | | | |
| Transfer to Capital Projects | (437,456) | (863,997) | - | (863,997) | |
| Developer Advances | - | 6,000 | - | 6,000 | |
| Total Transfers and Other Sources (Uses) | <u>(437,456)</u> | <u>(857,997)</u> | <u>-</u> | <u>(857,997)</u> | |
| Change in Fund Balance | (330,293) | (670,422) | 98 | (670,520) | |
| Beginning Fund Balance | 11,496,680 | 11,836,809 | - | 11,836,809 | |
| Ending Fund Balance | <u>\$ 11,166,386</u> | <u>\$ 11,166,386</u> | <u>\$ 98</u> | <u>\$ 11,166,288</u> | |

HARVEST CROSSING METROPOLITAN DISTRICT NO. 3
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending
December 31, 2022
Capital Projects Fund

| Account Description | Period Actual | YTD Actual | Budget | Favorable (Unfavorable) Variance | % of Budget |
|--|-------------------|-------------------|-------------------|--|-------------|
| Expenditures | | | | | |
| Capital Outlay | \$ 437,456 | \$ 863,997 | \$ 13,500,000 | \$ 12,636,003 | 6.4% |
| Engineering | 8,010 | 11,935 | - | (11,935) | 0.0% |
| Total Expenditures | <u>445,466</u> | <u>875,932</u> | <u>13,500,000</u> | <u>12,624,068</u> | <u>6.5%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | (445,466) | (875,932) | (13,500,000) | 12,624,068 | |
| Transfers and Other Sources (Uses) | | | | | |
| Transfer from Debt Service | 437,456 | 863,997 | - | 863,997 | |
| Developer Advances | 3,810 | 4,710 | - | 4,710 | |
| Total Transfers and Other Sources (Uses) | <u>441,266</u> | <u>868,707</u> | <u>-</u> | <u>868,707</u> | |
| Change in Fund Balance | (4,200) | (7,225) | (13,500,000) | 13,492,775 | |
| Beginning Fund Balance | (1,118) | 1,908 | 13,500,000 | (13,498,093) | |
| Ending Fund Balance | <u>\$ (5,318)</u> | <u>\$ (5,318)</u> | <u>\$ -</u> | <u>\$ (5,318)</u> | |

RESOLUTION NO. 2023-08-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 1, ARAPAHOE COUNTY, COLORADO,
PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND
REVENUES FOR EACH FUND, ADOPTING A BUDGET AND APPROPRIATING
SUMS OF MONEY FOR THE BUDGET YEAR 2023**

A. The Board of Directors of Harvest Crossing Metropolitan District No. 1 (the “**District**”) has appointed Special District Management Services, Inc. to prepare and submit a proposed budget to said governing body at the proper time.

B. Special District Management Services, Inc has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on August 14, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
HARVEST CROSSING METROPOLITAN DISTRICT NO. 1, ARAPAHOE COUNTY,
COLORADO:**

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on August 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 1**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of the Harvest Crossing Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Harvest Crossing Metropolitan District No. 1 held on August 14, 2023.

Secretary

Harvest Crossing Metropolitan District #1

Budget

General Fund

For The Year Ending December 31, 2023

| | 2023 Proposed |
|---|----------------------|
| Beginning Funds Available | \$ - |
| Revenue | |
| Property Taxes | - |
| Specific Ownership Taxes | - |
| Developer Advance | 50,000 |
| Miscellaneous Income | - |
| | - |
| Total Revenue | 50,000 |
| Total Funds Available | \$ 50,000 |
| | |
| Expenditures | |
| Audit/Exemption | \$ 1,000 |
| Election | - |
| Insurance | 3,500 |
| Accounting | 8,000 |
| Legal | 15,000 |
| Management | 15,000 |
| Miscellaneous | 3,000 |
| Contingency | 3,000 |
| Treasurer's Fees | - |
| | - |
| Total Expenditures | \$ 48,500 |
| | |
| Emergency Reserve | 1,500 |
| | 1,500 |
| Total Expenditures Requiring Appropriation | \$ 50,000 |
| | |
| Ending Funds Available | \$ - |

RESOLUTION NO. 2023-08-____

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF HARVEST CROSSING
METROPOLITAN DISTRICT NO. 2, ARAPAHOE COUNTY, COLORADO,
PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND
REVENUES FOR EACH FUND, ADOPTING A BUDGET AND APPROPRIATING
SUMS OF MONEY FOR THE BUDGET YEAR 2023**

A. The Board of Directors of Harvest Crossing Metropolitan District No. 2 (the “**District**”) has appointed Special District Management Services, Inc. to prepare and submit a proposed budget to said governing body at the proper time.

B. Special District Management Services, Inc has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on August 14, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARVEST CROSSING METROPOLITAN DISTRICT NO. 2, ARAPAHOE COUNTY, COLORADO:

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on August 14, 2023.

**HARVEST CROSSING METROPOLITAN
DISTRICT NO. 2**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, _____, hereby certify that I am the duly appointed Secretary of the Harvest Crossing Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the Harvest Crossing Metropolitan District No. 2 held on August 14, 2023.

Secretary

Harvest Crossing Metropolitan District #2

Budget

General Fund

For The Year Ending December 31, 2023

| | 2023 Proposed |
|---|----------------------|
| Beginning Funds Available | \$ - |
| Revenue | |
| Property Taxes | - |
| Specific Ownership Taxes | - |
| Developer Advance | 50,000 |
| Miscellaneous Income | - |
| | - |
| Total Revenue | 50,000 |
| Total Funds Available | \$ 50,000 |
| | |
| Expenditures | |
| Audit/Exemption | \$ 1,000 |
| Election | - |
| Insurance | 3,500 |
| Accounting | 8,000 |
| Legal | 15,000 |
| Management | 15,000 |
| Miscellaneous | 3,000 |
| Contingency | 3,000 |
| Treasurer's Fees | - |
| | - |
| Total Expenditures | \$ 48,500 |
| | |
| Emergency Reserve | 1,500 |
| | 1,500 |
| Total Expenditures Requiring Appropriation | \$ 50,000 |
| | |
| Ending Funds Available | \$ - |

METRO DISTRICT IMPROVEMENTS AGREEMENT HARVEST CROSSING

This Metro District Improvements Agreement – Harvest Crossing (the “**Agreement**”) is made and entered into as of the ___ day of _____, 2023 by and between **Harvest Crossing Metropolitan District No. 3** (f/k/a Villages at Murphy Creek Metropolitan District No. 1, “**District No. 3**”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”), **Harvest Crossing Metropolitan District No. 4**, a quasi-municipal corporation and political subdivision of the State (f/k/a Villages at Murphy Creek Metropolitan District No. 2, “**District No. 4**” and together with District No. 3, the “**Districts**”), Richmond American Homes of Colorado, Inc., a Delaware corporation (“**Builder 1**”) and Pulte Home Company, LLC, a Michigan limited liability company (“**Builder 2**”) (the Districts, Builder 1 and Builder 2 collectively, “**Parties**” or either one of the Parties, a “**Party**,” and all other capitalized terms used herein shall have the meanings hereinafter set forth).

RECITALS

A. The Districts were organized under Article 1, Title 32, C.R.S. to acquire, construct, install and maintain public infrastructure, including streets, landscaping, storm drainage, water and sewer, safety protection, and park improvements and facilities within and without the boundaries of the Districts, in accordance with their respective Service Plans (collectively, the “**Service Plan**”) as approved by the City of Aurora, Colorado (the “**City**”).

B. The Districts have entered into that certain Offsite Improvement and Escrow Agreement (the “**Harvest Road OIA**”) with Lennar Colorado, LLC (“**Lennar**”) pursuant to which Lennar has agreed to construct Harvest Road and the Districts have agreed to reimburse Lennar for that portion of Harvest Road adjacent to the Project (as hereinafter defined).

C. District No. 3 is in the process of contracting with a general contractor (the “**Work Contract**”) to construct and install certain road (other than Harvest Road which will be completed pursuant to the Harvest Road OIA), erosion control, water line, sanitary sewer, retaining walls and channel improvements described in the attached **Exhibit A** (together with Harvest Road, the “**District Improvements**”) and intends to obtain Substantial Completion thereof (as hereafter defined) in accordance with the construction schedule attached as **Exhibit B** (the “**Construction Schedule**”). The Work Contract, among other provisions, shall provide that the Work Contract may be terminated in the event of a default by or on behalf of the general contractor provided for under the Work Contract.

D. District No. 3 has issued its \$12,358,000 Limited Tax General Obligation Bonds, Series 2021(A)(3) (the “**2021 Bonds**”) to be used to pay for the District

Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 3 Project Fund**”) created under the Indenture of Trust dated as of December 9, 2021, between District No. 3 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2021 Indenture**”), in accordance with the terms and conditions set forth in the 2021 Indenture.

E. District No. 4 has issued its \$12,913,000 Limited Tax General Obligation Bonds Series 2022A(3) (the “**2022 Bonds**”) to be used for the District Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 4 Project Fund**”) created under the Indenture of Trust dated as of June 3, 2022, between District No. 4 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2022 Indenture**” and together with the 2021 Indenture, the “**Indentures**”), in accordance with the terms and conditions set forth in the 2022 Indenture.

F. The District No. 3 Project Fund and District No, 4 Project Fund and any funds deposited by the Districts into the improvement fund account escrow (“**Improvement Fund Account**”) pursuant to the Harvest Road OIA (collectively, the “**Construction Funds**”) shall be utilized, respectively, to pay for the work under the Work Contract and the Harvest Road OIA in accordance with the Harvest Road OIA, the Indentures or this Agreement, as applicable.

G. If (i) District No. 3’s contractor does not obtain Substantial Completion by the final completion date set forth in the Construction Schedule (the “**Completion Date**”), or fails to meet the deadlines in the Construction Schedule, and District No. 3 does not sufficiently cure such failure within 30 days after written notice thereof has been provided to District No. 3, or (ii) Lennar does not obtain substantial completion of Harvest Road by the Outside Completion Date (as defined in the Harvest Road OIA) and does not sufficiently cure such failure after notice thereof and opportunity to cure in accordance with the terms of the Harvest OIA then, because Builder 1 and Builder 2 each has the capacity and expertise to manage construction, Builder 1 or Builder 2 may at its option step into the rights and obligations of District No. 3 under the Work Contract and the Districts will cooperate with Builder 1 and Builder 2 to permit them to step into the rights and obligations of District pursuant to the Harvest Road OIA, as applicable, as set forth in this Agreement, to complete the remaining District Improvements that are then incomplete (the “**Uncompleted Improvements**”) and, subject to the terms and conditions contained in this Agreement, the Harvest Road OIA or the Indentures, as applicable, obtain payment from the Districts from the Construction Funds to so complete such Uncompleted Improvements. If a new contract is required to complete the Uncompleted Improvements, it must comply with the statutory provisions concerning public construction contracts and upon completion of those Uncompleted Improvements by Builder 1 or Builder 2, as applicable, if necessary, such completing Party shall transfer them to District No. 2, District No. 4 or the City for public use and ownership in accordance with the Acquisition and Reimbursement Agreement – Harvest Crossing between Builder and the Districts dated as of the date hereof and the Acquisition and

Reimbursement Agreement – Harvest Crossing between Builder 2 and the Districts dated as of the date hereof (the “**Reimbursement Agreements**”).

H. It is in the public interest for the Districts to acquire and/or facilitate the construction of the District Improvements and permit Builder 1 and Builder 2 each the right to step-in under the Work Contract, the Harvest Road OIA or to enter into new contracts as provided herein to complete the construction thereof.

AGREEMENT

In consideration of the agreements, covenants and undertakings set forth herein and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Construction of District Improvements.

(a) District No. 3 shall have the District Improvements constructed under the Work Contract and the Harvest OIA in accordance with the Construction Schedule by the Completion Date and District No. 3 and District No. 4 agree to use the Construction Funds to pay for such work. Each Work Contract entered into in accordance with this Agreement shall provide an acknowledgment of Builder 1’s and Builder 2’s step-in rights as set forth in this Agreement and shall be assignable to Builder 1 and Builder 2 under this Agreement.

(b) The Districts shall provide written notice to Builder 1 and Builder 2 of funds disbursed by the Districts from the District No. 3 Project Fund and the District No. 4 Project Fund and funds disbursed from the Improvement Fund Account under the Harvest OIA. Such written notice shall be reasonably detailed and shall be delivered at reasonable intervals (but not less frequently than monthly). Copies of disclosures or requisitions provided pursuant to the Indentures are deemed sufficiently detailed for purposes of this Section 1(b). In addition to the foregoing, Builder 1 and Builder 2 shall each have the right, at reasonable times (not more frequently than monthly) with at least three business days of prior written notice, to inspect the books and records of the Districts and the Districts agree to reasonably cooperate to have the Trustee or other custodian of the applicable District’s funds to provide documents pertaining to the District’s deposits) to verify the expenditure of Construction Funds for completion of the District Improvements and to verify expenditures both reasonably related to the Work Contract.

(c) The term “**Substantial Completion**” of the District Improvements shall have occurred for purposes of this Agreement when the District Improvements have been substantially completed in accordance with the applicable designs, construction plans and specifications and the requirements, standards and specifications of the Districts and the City, such that Builder 1 and Builder 2 will not be precluded, solely as a result of the degree of completion of the District Improvements, from: (a) obtaining

building permits for residential dwelling units to be constructed with Harvest Crossing Subdivision Filing No. 1 (“**Project**”), and (b) obtaining a certificate of occupancy following the proper completion of a residential dwelling unit within the Project.

2. Builder 1’s Step-In Rights.

(a) If the District Improvements have not been Substantially Completed by the Completion Date, or if District No. 3 is not meeting the deadlines in the Construction Schedule, Builder 1 shall have the right, at its option, to step-in to District No. 3’s rights and obligations under the Work Contract or the Harvest Road OIA, as applicable, or if the Work Contract or Harvest Road OIA is no longer in effect or Builder 1 terminates the same, then Builder 1 shall have the right, at its option, to complete the Uncompleted Improvements subject to the terms and conditions contained in this Agreement (the “**Builder 1 Step-In Option**”).

(b) Builder 1 shall, if at all, exercise the Builder 1 Step-In Option by giving written notice to all Parties of District No. 3’s failure to meet the deadlines described in Section 2(a). District No. 3 shall have 30 days in which to cure such failure (the “**Cure Period**”). If District No. 3 does not cure the failure within the Cure Period, Builder 1 shall provide written notice to all Parties of its election to exercise the Builder 1 Step-In Option by no later than 10 days thereafter (“**Builder 1 Step-In Deadline**”).

3. Builder 2’s Step-In Rights.

(a) If Builder 1 elects not to exercise the Builder 1 Step-In Option, fails to exercise the Builder 1 Step-In Option before the Builder 1 Step-In Deadline, or fails to Substantially Complete the Uncompleted Improvements in accordance with the Construction Schedule, as the same shall be modified to reasonably account for District No. 3’s failure to Substantially Complete the District Improvements in accordance with the Construction Schedule, Builder 2 shall have the right, at its option, to step-in to the District No. 3’s or Builder 1’s rights and obligations under the Work Contract or Harvest Road OIA, or if the Work Contract or Harvest Road OIA is no longer in effect or Builder 2 terminates the same, then Builder 2 shall have the right, at its option, to complete the Uncompleted Improvements subject to the terms and conditions contained in this Agreement (the “**Builder 2 Step-In Option**”).

(b) Builder 2 shall, if at all, exercise the Builder 2 Step-In Option by giving written notice to all Parties of District No. 3’s or Builder 1’s failure to meet the deadlines described in Section 3(a). If District No. 3 or Builder 1, as applicable, does not cure the failure within the Cure Period, Builder 2 shall provide written notice to all Parties of its election to exercise the Builder 2 Step-In Option by no later than 15 days after expiration of the Cure Period (“**Builder 2’s Step-In Deadline**”).

4. Terms of Step-In Option under the Work Contract. If Builder 1 exercises the Builder 1 Step-In Option or Builder 2 exercises the Builder 2 Step-In Option and the Work Contract remains in effect, they agree that:

(a) They are stepping into the rights and obligations of District No. 3 under the Work Contract or Harvest Road OIA, except for the right to receive the proceeds of any performance, payment or warranty bonds posted by District No. 3, which will remain with District No. 3.

(b) They will process all payments for work under the Work Contract and Harvest Road OIA through the Districts from the Construction Funds, in accordance with the terms of the Work Contract, the Harvest Road OIA, the Indentures or this Agreement, as applicable.

(c) They and their employees are independent contractors of District No. 3 and not eligible for workers compensation or other benefits from District No. 3 and that it will maintain in full force and effect, a policy of workers compensation insurance to the extent required by law for its employees.

(d) They will not submit requisition for payments from the Districts in excess of the contract price agreed to between District No. 3 and its contractor without obtaining authorization from each District's Board of Directors (which authorization shall not be unreasonably withheld, conditioned or delayed) and appropriation of sufficient funds by the Districts to cover those amounts as required by statute.

5. Terms of Step-In Option under the Acquisition and Reimbursement Agreements. If the Work Contract or Harvest Road OIA is no longer in effect or District No. 3 terminates the same and Builder 1 exercises the Builder 1 Step-In Option or Builder 2 exercises the Builder 2 Step-In Option, they agree that they will construct, install and complete the Uncompleted Improvements in accordance with their respective Reimbursement Agreements. Upon receipt by the Districts of invoices related to Builder 1's or Builder 2's completion of the Uncompleted Improvements, together with reasonable substantiation thereof, the Districts shall: (a) first cause the District No. 3 District Representative, as defined in the 2021 Indenture, to submit a requisition for payment regarding the same from the District No. 3 Project Fund to the 2021 Bonds Trustee (as defined in the 2021 Indenture) which requisition shall be payable to the constructing Party; and (b) second cause the District No. 4 District Representative, as defined in the 2022 Indenture, to submit a requisition for payment regarding the same from the District No. 4 Project Fund to the 2022 Bonds Trustee (as defined in the 2022 Indenture) which requisition shall be payable to the constructing Party.

6. The Harvest Road OIA. The Harvest Road OIA includes an Outside Completion Date of November 30, 2023 (the "**Harvest Road Outside Completion Date**"), such that, if the improvements under the Harvest Road OIA are not complete on or before the Harvest Road Outside Completion Date, the Districts are entitled to deliver

a Default Notice to cure the failure to complete within 30 days. In the event the improvements are not completed at the end of the 30-day cure period, the Districts are entitled to either step-in and cause their completion or terminate the agreement. The Districts hereby agree that they will strictly enforce the Harvest Road Outside Completion Date and timely deliver both a Default Notice and an election to terminate, if directed to do so by Builder 1 or Builder 2.

7. Integrated Agreement and Amendments. This Agreement, together with the instruments and agreements expressly referenced herein, constitutes the entire agreement of the Parties with respect to the Districts' obligations to construct the District Improvements and the other matters set forth herein and replaces in their entirety any prior agreements, understandings, warranties or representations made by or between the Parties with respect to the subject matter hereof. This Agreement may be amended only by the agreement of each Party in writing.

8. Notice. Any notice, demand or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent by overnight national courier service or by overnight or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address that follows or as either Party may subsequently designate from time to time in writing. Notice shall be considered given when delivered or, if mailed by registered mail, on the third day after such notice is mailed.

To the Districts:

with a copy to:

Harvest Crossing Metropolitan District No. 3
c/o Special District Management Services, Inc
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Harvest Crossing Metropolitan District No. 4
c/o Special District Management Services, Inc
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

To Builder 1:

with a copy to:

Richmond American Homes of Colorado, Inc.
Attention: David Lee, Vice President
4350 S. Monaco Street
Denver, Colorado 80237

M.D.C. Holdings, Inc.
Attention: Elizabeth Peros
4350 S. Monaco Street
Denver, Colorado 80237

To Builder 2:
Pulte Home Company, LLC
Attention: Cory Hunsader
7390 S. Iola Street
Englewood, Colorado 80112

with a copy to:
Pulte Home Company, LLC
Attention: Sheila Novak
9302 Lee Highway, Suite 1000
Fairfax, Virginia 22031

9. Assignment. This Agreement shall not be assigned, except by the prior written agreement of each Party or as expressly provided herein. This Agreement shall inure to the mutual benefit of the Parties and their respective successors and authorized assigns.

10. Severability. If any clause or provision of this Agreement shall be adjudged to be invalid and unenforceable by a court of competent jurisdiction or by operation of law, such clause or provision shall not affect the validity of this Agreement as a whole or of its other clauses and provisions.

11. Default / Remedies. In the event of any breach or default of this Agreement, each Party shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State. Nothing contained herein shall allow recovery for consequential or punitive damages. Venue for any judicial action shall be in the State District Court for Arapahoe County.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts, and the signature of a Party affixed to a counterpart signature of the other Party shall be deemed to constitute execution of the Agreement.

13. Term. The term of this Agreement shall end on the date that the District Improvements have been completed.

14. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Districts' obligations under this Agreement shall be subject to annual appropriation by the Board of Directors of the Districts in their sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

15. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado.

17. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective party to the terms hereof.

18. Recitals and Exhibits. All recitals and all exhibits referred to in this Agreement are incorporated in this Agreement by reference and will be deemed part of this Agreement for all purposes as if set forth at length herein.

[the remainder of this page intentionally left blank]

DRAFT

EXECUTED as of the date and year first above written.

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 3

By: _____
President

Attest:

Secretary

DRAFT

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 4

By: _____
President

Attest:

Secretary

DRAFT

RICHMOND AMERICAN HOMES OF
COLORADO, INC.

By: _____
Name: _____
Title: _____

DRAFT

PULTE HOME COMPANY, LLC, a Michigan
limited liability company:

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

Public Improvements

DRAFT



ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
 7200 Alton Way, Suite C400; Centennial, CO 80112

| <u>FILING 1 DISTRICT COSTS</u> | <u>TOTAL COST</u> |
|---|------------------------------------|
| <u>SUMMARY</u> | |
| A. FILING 1 DISTRICT STREETS* | \$3,391,196.73 |
| B. FILING 1 DISTRICT WATER | \$1,375,070.98 |
| C. FILING 1 DISTRICT SANITARY SEWER/STORM SEWER/PONDS | |
| SANITARY SEWER DISTRICT SUBTOTAL | \$164,837.00 |
| STORM SEWER DISTRICT SUBTOTAL | \$718,970.85 |
| PONDS | \$608,519.35 |
| CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. (22.5%) | \$402,775.52 |
| | TOTAL \$2,192,888.92 |
| D. FILING 1 DISTRICT LANDSCAPING AND IRRIGATION | \$1,096,750.00 |

| | |
|-----------------------------------|-----------------------|
| GRAND TOTAL DISTRICT COSTS | \$8,055,906.63 |
| GRAND TOTAL PER LOT | \$57,542.19 |

* ASSUMED PAVEMENT SECTIONS:
 COLLECTOR: 7" HOT BITUMINOUS PAVEMENT (HBP)/12" AGGREGATE BASE COURSE (ABC)
 ARTERIAL: 8" HBP/10" ABC
 LOCAL: 6" HBP/6" ABC

ENGINEER'S PROBABLE COST ESTIMATE

Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
 7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|-------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | | | |
| FILING 1 DISTRICT COSTS | | | | |
| A. STREETS | | | | |
| 1A. JEWELL AVENUE (ARTERIAL) (FILING 1) | | | | |
| A. Asphalt Pavement (8.0" Thick) | 431 | TON | \$136.00 | \$58,597.87 |
| B. Aggregate Base Course (10.0" Thick) | 467 | TON | \$30.00 | \$14,014.88 |
| C. Chemically Treated Subgrade (12.0" Thick) | 937 | SY | \$20.73 | \$19,417.10 |
| D. Moisture Treated Subgrade (18.0" Thick) | 937 | SY | \$5.43 | \$5,086.10 |
| E. Vertical Catch Curb & Gutter | 14 | LF | \$33.00 | \$471.90 |
| F. Sidewalk (6" depth) (6' Width) | 0 | SY | \$50.00 | \$0.00 |
| G. Pedestrian Curb Ramps | 0 | EA | \$1,950.00 | \$0.00 |
| H. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| I. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| J. Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| K. Misc. Signs | 0 | EA | \$250.00 | \$0.00 |
| L. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| M. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| N. Mill and Overlay (2" Depth by 2' Width) | 1,008 | SF | \$2.65 | \$2,671.20 |
| O. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| P. Pavement Marking Paint (Striping) | 0.0 | GAL | \$456.00 | \$0.00 |
| | SUBTOTAL JEWELL AVENUE | | | \$100,259.04 |
| 2A. HARVEST ROAD (COLLECTOR) (FILING 1) | | | | |
| A. Asphalt Pavement (7.0" Thick) | 2,880 | TON | \$136.00 | \$391,626.20 |
| B. Aggregate Base Course (12.0" Thick) | 4,282 | TON | \$30.00 | \$128,455.40 |
| C. Chemically Treated Subgrade (12.0" Thick) | 4,025 | SY | \$20.73 | \$83,436.75 |
| D. Moisture Treated Subgrade (18.0" Thick) | 4,025 | SY | \$5.43 | \$21,855.36 |
| E. Moisture Treated Subgrade (30.0" Thick) | 3,129 | SY | \$9.05 | \$28,320.79 |
| F. Vertical Catch Curb & Gutter | 2,041 | LF | \$33.00 | \$67,366.86 |
| G. Sidewalk (6" depth) (6' Width) | 1,253 | SY | \$50.00 | \$62,639.78 |
| H. Pedestrian Curb Ramps | 3 | EA | \$1,950.00 | \$5,850.00 |
| I. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 9 | EA | \$8,900.00 | \$80,100.00 |
| L. Misc. Signs | 12 | EA | \$250.00 | \$3,000.00 |
| M. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 5,192 | SF | \$2.65 | \$13,758.99 |
| P. Preformed Plastic Pavement Markings | 232 | SF | \$20.00 | \$4,648.00 |
| Q. Pavement Marking Paint (Striping) | 9 | GAL | \$456.00 | \$3,979.01 |
| | SUBTOTAL HARVEST ROAD | | | \$895,037.13 |

FILING 1 DISTRICT COSTS

A. STREETS

3A. SOUTH KEWAUNEE STREET (LOCAL) (FILING 1)

| | <u>ESTIMATED</u> <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|-------------------------------------|-------------|------------------|-------------------|
| A. Asphalt Pavement (6.0" Thick) | 856 | TON | \$136.00 | \$116,466.39 |
| B. Aggregate Base Course (6.0" Thick) | 743 | TON | \$30.00 | \$22,284.25 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 2,482 | SY | \$5.43 | \$13,478.53 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,489 | LF | \$33.00 | \$49,148.22 |
| G. Sidewalk (6" depth) (5.5' Width) | 455 | SY | \$50.00 | \$22,753.81 |
| H. Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. Misc. Signs | 1 | EA | \$250.00 | \$250.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |
| R. Temporary Street Improvements (signs, barricades) | 1 | LS | \$1,500.00 | \$1,500.00 |

SUBTOTAL KEWAUNEE STREET \$273,881.19

4A. EAST WARREN AVENUE (COLLECTOR) (FILING 1)

| | | | | |
|--|-------|-----|------------|--------------|
| A. Asphalt Pavement (7.0" Thick) | 2,182 | TON | \$136.00 | \$296,795.05 |
| B. Aggregate Base Course (12.0" Thick) | 3,245 | TON | \$30.00 | \$97,350.29 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 5,422 | SY | \$5.43 | \$29,440.94 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,683 | LF | \$33.00 | \$55,527.78 |
| G. Sidewalk (6" depth) (6' Width) | 1,122 | SY | \$50.00 | \$56,088.67 |
| H. Pedestrian Curb Ramps | 6 | EA | \$1,950.00 | \$11,700.00 |
| J. Pedestrian Mid-Block Curb Ramps | 2 | EA | \$1,650.00 | \$3,300.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,951.35 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 5 | GAL | \$456.00 | \$2,325.13 |

SUBTOTAL WARREN AVENUE \$596,479.21

FILING 1 DISTRICT COSTS

A. STREETS

5A. EAST PACIFIC AVENUE (LOCAL) (FILING 1)

| | <u>ESTIMATED</u> <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|-------------------------------------|-------------|------------------|-------------------|
| A. Asphalt Pavement (6.0" Thick) | 2,051 | TON | \$ 136.00 | \$278,926.45 |
| B. Aggregate Base Course (6.0" Thick) | 1,779 | TON | \$30.00 | \$53,389.14 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 5,945 | SY | \$5.43 | \$32,280.08 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 3,567 | LF | \$33.00 | \$117,706.38 |
| G. Sidewalk (6" depth) (5.5' Width) | 1,090 | SY | \$50.00 | \$54,493.69 |
| H. Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 2 | EA | \$4,500.00 | \$9,000.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |

SUBTOTAL PACIFIC AVENUE \$580,777.75

6A. SOUTH JACKSON GAP STREET (LOCAL) (FILING 1)

| | | | | |
|--|-------|-----|------------|--------------|
| A. Asphalt Pavement (6.0" Thick) | 1,076 | TON | \$ 136.00 | \$146,349.74 |
| B. Aggregate Base Course (6.0" Thick) | 933 | TON | \$30.00 | \$28,002.02 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 3,119 | SY | \$5.43 | \$16,936.89 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,871 | LF | \$33.00 | \$61,758.84 |
| G. Sidewalk (6" depth) (5.5' Width) | 572 | SY | \$50.00 | \$28,592.06 |
| H. Pedestrian Curb Ramps | 8 | EA | \$1,950.00 | \$15,600.00 |
| J. Pedestrian Mid-Block Curb Ramps | 1 | EA | \$1,050.00 | \$1,050.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 5 | EA | \$4,500.00 | \$22,500.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |

SUBTOTAL JACKSON GAP STREET \$321,869.55

SUBTOTAL STREETS \$2,768,323.87

7A. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT.

| | |
|--|--------------|
| A. Contingency (10% of Total) | \$276,832.39 |
| B. Permits (2% of Total) | \$55,366.48 |
| C. Inspections and Materials Testing (3% of Total) | \$83,049.72 |
| D. Surveying (2.5% of Total) | \$69,208.10 |
| E. Construction Management (4% of Total) | \$110,732.95 |
| F. Mobilization (1% of Total) | \$27,883.24 |

Subtotal \$622,872.87

GRAND TOTAL STREETS \$3,391,196.73

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | | |
|---|---------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
| FILING 1 DISTRICT COSTS | | | | |
| B. WATER | | | | |
| 1B. JEWELL AVENUE WATER (NO WATER INFRASTRUCTURE PROPOSED) | | | | |
| 2B. HARVEST ROAD WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 508 | LF | \$116.00 | \$58,928.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 6 | EA | \$1,200.00 | \$7,200.00 |
| E. 2" Temp Blow Off Assembly | 3 | EA | \$3,950.00 | \$11,850.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 5 | EA | \$4,100.00 | \$20,500.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 508 | LF | \$3.00 | \$1,524.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| | SUBTOTAL HARVEST ROAD | | | \$183,488.00 |
| 3B. SOUTH KEWAUNEE STREET WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 750 | LF | \$116.00 | \$87,000.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 4 | EA | \$1,200.00 | \$4,800.00 |
| E. 2" Temp Blow Off Assembly | 1 | EA | \$3,950.00 | \$3,950.00 |
| F. Fire Hydrant Assembly | 0 | EA | \$11,500.00 | \$0.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 7 | EA | \$4,100.00 | \$28,700.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 1 | EA | \$10,000.00 | \$10,000.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 7 | EA | \$250.00 | \$1,750.00 |
| M. Pressure Test | 750 | LF | \$3.00 | \$2,250.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (water connection, plugs) | 1 | LS | \$11,000.00 | \$11,000.00 |
| | SUBTOTAL KEWAUNEE STREET | | | \$149,450.00 |

FILING 1 DISTRICT COSTS

B. WATER

ESTIMATED
QUANTITY UNIT UNIT COST TOTAL COST

4B. EAST WARREN AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 3,739 | LF | \$64.00 | \$239,274.24 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 9 | EA | \$700.00 | \$6,300.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 2 | EA | \$11,500.00 | \$23,000.00 |
| G. 8" Gate Valves | 15 | EA | \$2,100.00 | \$31,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 5 | EA | \$6,200.00 | \$31,000.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 1 | EA | \$5,368.00 | \$5,368.00 |
| L. Adjust Valves | 15 | EA | \$250.00 | \$3,750.00 |
| M. Pressure Test | 3,739 | LF | \$3.00 | \$11,215.98 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$15,800.00 | \$15,800.00 |

SUBTOTAL WARREN AVENUE \$367,208.22

5B. EAST PACIFIC AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 21 | LF | \$64.00 | \$1,344.00 |
| B. 12" PVC | 1,783 | LF | \$116.00 | \$206,877.88 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 10 | EA | \$1,200.00 | \$12,000.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 3 | EA | \$11,500.00 | \$34,500.00 |
| G. 8" Gate Valves | 1 | EA | \$2,100.00 | \$2,100.00 |
| H. 12" Gate Valves | 6 | EA | \$4,100.00 | \$24,600.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 1 | EA | \$250.00 | \$250.00 |
| M. Pressure Test | 21 | LF | \$3.00 | \$63.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$7,900.00 | \$7,900.00 |

SUBTOTAL PACIFIC AVENUE \$340,370.88

6B. SOUTH JACKSON GAP STREET WATER (FILING 1)

| | | | | |
|---|-----|----|-------------|-------------|
| A. 8" PVC | 927 | LF | \$64.00 | \$59,357.44 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 8 | EA | \$700.00 | \$4,200.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 5 | EA | \$2,100.00 | \$10,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 2 | EA | \$6,200.00 | \$12,400.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 927 | LF | \$3.00 | \$2,782.38 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 0 | LS | \$7,900.00 | \$0.00 |

SUBTOTAL JACKSON GAP STREET \$101,989.82

SUBTOTAL WATER \$1,122,508.92

| <u>FILING 1 DISTRICT COSTS</u> | | | |
|---|------------------|-----------------|-----------------------|
| <u>B. WATER</u> | | | |
| | <u>ESTIMATED</u> | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> |
| | | | <u>TOTAL COST</u> |
| <u>7B. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT</u> | | | |
| A. Contingency (10% of Total) | | | \$112,250.89 |
| B. Permits (2% of Total) | | | \$22,450.14 |
| C. Inspections and Materials Testing (3% of Total) | | | \$33,675.21 |
| D. Surveying (2.5% of Total) | | | \$28,062.67 |
| E. Construction Management (4% of Total) | | | \$44,900.28 |
| F. Mobilization (1% of Total) | | | \$11,225.07 |
| | | <u>Subtotal</u> | <u>\$252,564.06</u> |
| <u>GRAND TOTAL WATER</u> | | | <u>\$1,375,070.98</u> |

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|------------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | | |
| FILING 1 DISTRICT COSTS | | | | |
| C. SANITARY/STORM SEWER | | | | |
| 1C. JEWELL AVENUE SANITARY SEWER (NO INFRASTRUCTURE PROPOSED) | | | | |
| 2C. EAST WARREN AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 0 | LF | \$60.00 | \$0.00 |
| B. 4' Manholes (<20' Cut) | 3 | EA | \$5,000.00 | \$15,000.00 |
| C. Adjust Manholes | 3 | EA | \$400.00 | \$1,200.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 0 | LF | \$3.00 | \$0.00 |
| | SUBTOTAL WARREN AVENUE | | | \$16,200.00 |
| 3C. EAST PACIFIC AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 1,434 | LF | \$60.00 | \$86,040.00 |
| B. 4' Manholes (<20' Cut) | 10 | EA | \$5,000.00 | \$50,000.00 |
| C. Adjust Manholes | 10 | EA | \$400.00 | \$4,000.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 1 | EA | \$4,295.00 | \$4,295.00 |
| F. Jett & Clean | 1,434 | LF | \$3.00 | \$4,302.00 |
| | SUBTOTAL PACIFIC AVENUE | | | \$148,637.00 |
| 4C. SOUTH JACKSON GAP STREET SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 671 | LF | \$60.00 | \$40,260.00 |
| B. 4' Manholes (<20' Cut) | 4 | EA | \$5,000.00 | \$20,000.00 |
| C. Adjust Manholes | 4 | EA | \$400.00 | \$1,600.00 |
| D. 4" Services | 6 | EA | \$1,400.00 | \$8,400.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 671 | LF | \$3.00 | \$2,013.00 |
| | SUBTOTAL JACKSON GAP STREET | | | \$72,273.00 |
| | SUBTOTAL SANITARY SEWER | | | \$237,110.00 |

| FILING 1 DISTRICT COSTS | | | |
|--|------------------|------------------|---------------------|
| C. SANITARY/STORM SEWER | | | |
| | <u>ESTIMATED</u> | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL COST</u> |
| | | <u>UNIT COST</u> | |
| 5C. HARVEST ROAD STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 1 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 2 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 1 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 |
| E. 5' Manhole | 4 | EA | \$6,300.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 |
| G. 18" RCP | 325 | LF | \$80.00 |
| H. 24" RCP | 133 | LF | \$110.00 |
| I. 30" RCP | 513 | LF | \$130.00 |
| J. 36" RCP | 0 | LF | \$165.00 |
| K. 42" RCP | 0 | LF | \$200.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 |
| M. Remove Existing 42" FES | 1 | EA | \$483.00 |
| SUBTOTAL HARVEST ROAD | | | \$232,953.00 |
| 6C. SOUTH KEWAUNEE STREET STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 2 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 1 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 300 | LF | \$45.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 |
| G. 6'x6' Box Base Manhole | 1 | EA | \$30,000.00 |
| H. 18" RCP | 0 | LF | \$80.00 |
| I. 24" RCP | 0 | LF | \$110.00 |
| J. 30" RCP | 507 | LF | \$130.00 |
| K. 36" RCP | 42 | LF | \$165.00 |
| L. 42" RCP | 0 | LF | \$200.00 |
| M. Adjust Manholes | 4 | EA | \$895.00 |
| N. Temporary Improvements (Type D Inlet, FES, Swals, Riprap) | 1 | LS | \$15,000.00 |
| SUBTOTAL KEWAUNEE STREET | | | \$198,816.15 |
| 7C. EAST WARREN AVENUE STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 0 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 0 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 0 | LF | \$45.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 |
| F. 6' Manhole | 0 | EA | \$9,000.00 |
| G. 18" RCP | 0 | LF | \$80.00 |
| H. 24" RCP | 0 | LF | \$110.00 |
| I. 30" RCP | 0 | LF | \$130.00 |
| J. 36" RCP | 0 | LF | \$165.00 |
| K. 42" RCP | 0 | LF | \$200.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 |
| M. Temporary Improvements (Type D Inlets) | 1 | LS | \$12,000.00 |
| SUBTOTAL WARREN AVENUE | | | \$12,000.00 |

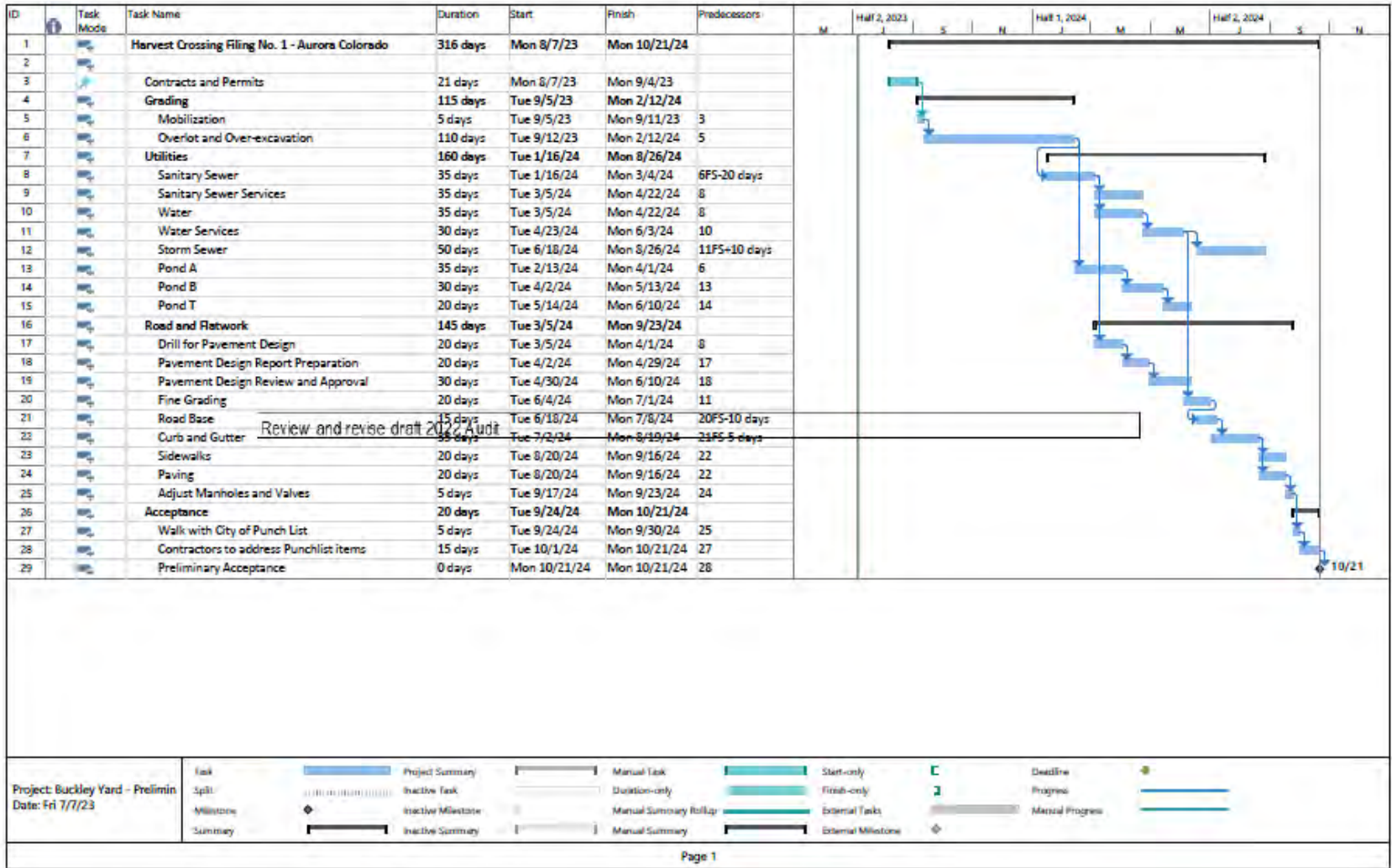
| FILING 1 DISTRICT COSTS | | <u>ESTIMATED</u> | | | |
|---|---|------------------|-------------|------------------|---------------------|
| C. SANITARY/STORM SEWER | | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
| 8C. EAST PACIFIC AVENUE STORM SEWER (FILING 1) | | | | | |
| A. | 5' Type R Inlet | 5 | EA | \$7,500.00 | \$37,500.00 |
| B. | 10' Type R Inlet | 3 | EA | \$11,000.00 | \$33,000.00 |
| C. | 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. | 6" Perforated PVC Edge Drain | 800 | LF | \$45.00 | \$36,000.00 |
| E. | 5' Manhole | 12 | EA | \$6,300.00 | \$75,600.00 |
| F. | 6' Manhole | 0 | EA | \$9,000.00 | \$0.00 |
| G. | 18" RCP | 752 | LF | \$80.00 | \$60,160.00 |
| H. | 24" RCP | 220 | LF | \$110.00 | \$24,180.00 |
| I. | 30" RCP | 0 | LF | \$130.00 | \$0.00 |
| J. | 36" RCP | 0 | LF | \$165.00 | \$0.00 |
| K. | 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. | Adjust Manholes | 12 | EA | \$895.00 | \$10,740.00 |
| SUBTOTAL PACIFIC AVENUE | | | | | \$277,201.70 |
| 8C. SOUTH JACKSON GAP STREET (FILING 1) | | | | | |
| A. | 5' Type R Inlet | 2 | EA | \$7,500.00 | \$15,000.00 |
| B. | 10' Type R Inlet | 2 | EA | \$11,000.00 | \$22,000.00 |
| C. | 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. | 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 | \$18,000.00 |
| E. | 5' Manhole | 2 | EA | \$6,300.00 | \$12,600.00 |
| F. | 6' Manhole | 6 | EA | \$9,000.00 | \$54,000.00 |
| G. | 18" RCP | 165 | LF | \$80.00 | \$13,180.00 |
| H. | 24" RCP | 0 | LF | \$110.00 | \$0.00 |
| I. | 30" RCP | 0 | LF | \$130.00 | \$0.00 |
| J. | 36" RCP | 434 | LF | \$165.00 | \$71,583.00 |
| K. | 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. | Adjust Manholes | 8 | EA | \$895.00 | \$7,160.00 |
| M. | Temporary Improvements (Type D Inlet) | 1 | LS | \$12,000.00 | \$12,000.00 |
| SUBTOTAL JACKSON GAP STREET | | | | | \$225,513.20 |
| SUBTOTAL STORM SEWER | | | | | \$944,484.05 |
| FILING 1 | | | | | |
| 10C. POND A (B2 IN MASTER DRAINAGE REPORT) | | | | | |
| A. | Earthwork | 6,008 | CY | \$3.25 | \$19,526.00 |
| B. | Concrete Forebay | 3 | EA | \$15,500.00 | \$46,500.00 |
| C. | Concrete Trickle Channel | 823 | LF | \$105.00 | \$86,415.00 |
| D. | Retaining Wall | 876 | SF | \$45.00 | \$39,412.00 |
| E. | Outlet Structure | 1 | EA | \$17,500.00 | \$17,500.00 |
| F. | Maintenance Access Road (10'-12' Wide) | 818 | SY | \$15.00 | \$12,270.00 |
| G. | Concrete Cutoff Wall-Emergency Overflow | 43 | SY | \$160.00 | \$6,933.00 |
| H. | Type VI Riprap (12" Thick) | 403 | SY | \$120.00 | \$48,360.00 |
| I. | 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| J. | 24" RCP | 0 | LF | \$150.00 | \$0.00 |
| K. | 36" RCP | 0 | LF | \$200.00 | \$0.00 |
| Subtotal | | | | | \$252,911.58 |

| FILING 1 DISTRICT COSTS | | ESTIMATED | | | |
|---|---|------------------|-------------|------------------|-----------------------|
| C. SANITARY/STORM SEWER | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 11C. POND T INTERIM (B1 IN MASTER DRAINAGE REPORT) | | | | | |
| A. | Earthwork | 1,557 | CY | \$3.25 | \$5,060.25 |
| B. | Concrete Forebay | 1 | EA | \$15,500.00 | \$15,500.00 |
| C. | Concrete Trickle Channel | 192 | LF | \$105.00 | \$20,160.00 |
| D. | Retaining Wall | 0 | SF | \$100.00 | \$0.00 |
| E. | Outlet Structure | 1 | EA | \$17,500.00 | \$17,500.00 |
| F. | Maintenance Access Road (10'-12' Wide) | 408 | SY | \$15.00 | \$6,120.00 |
| G. | Concrete Cutoff Wall-Emergency Overflow | 14 | SY | \$160.00 | \$2,240.00 |
| H. | Type VL Riprap (12" Thick) | 78 | SY | \$120.00 | \$9,360.00 |
| I. | Type M Riprap (24" Thick) | 97 | SY | \$160.00 | \$15,520.00 |
| J. | 2' Concrete Pan | 319 | LF | \$45.00 | \$14,355.00 |
| K. | 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| L. | 24" RCP | 0 | LF | \$150.00 | \$0.00 |
| M. | 36" RCP | 0 | LF | \$200.00 | \$0.00 |
| Subtotal | | | | | \$106,868.77 |
| 12C. POND C3 | | | | | |
| A. | Earthwork | 5,032 | CY | \$3.25 | \$16,354.00 |
| B. | Infrastructure | 1 | LS | \$233,385.00 | \$233,385.00 |
| Subtotal | | | | | \$249,739.00 |
| SUBTOTAL PONDS | | | | | \$608,519.35 |
| SUBTOTAL SANITARY/STORM SEWER/PONDS | | | | | \$1,790,113.40 |
| 13C. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. | | | | | |
| A. | Contingency (10% of Total) | | | | \$179,011.34 |
| B. | Permits (2% of Total) | | | | \$35,802.27 |
| C. | Inspections and Materials Testing (3% of Total) | | | | \$53,703.40 |
| D. | Surveying (2.5% of Total) | | | | \$44,752.84 |
| E. | Construction Management (4% of Total) | | | | \$71,604.54 |
| F. | Mobilization (1% of Total) | | | | \$17,901.13 |
| Subtotal | | | | | \$402,775.52 |
| GRAND TOTAL SANITARY/STORM SEWER | | | | | \$2,192,888.92 |

EXHIBIT B

Construction Schedule

DRAFT



**ACQUISITION AND REIMBURSEMENT AGREEMENT
HARVEST CROSSING**

This Acquisition and Reimbursement Agreement – Harvest Crossing (this “**Agreement**”) is made and entered into as of the ___ day of _____, 2023 by and between **Harvest Crossing Metropolitan District No. 3** (“**District No. 3**”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”), **Harvest Crossing Metropolitan District No. 4**, a quasi-municipal corporation and political subdivision of the State (“**District No. 4**” and together with District No. 3, the “**Districts**”) and **Pulte Home Company, LLC** a Michigan limited liability company (the “**Company**”) (the Districts and the Company collectively, “**Parties**” or any of the Parties, a “**Party**,” and all other capitalized terms used herein shall have the meanings hereinafter set forth).

RECITALS

A. The Districts were organized under Article 1, Title 32, C.R.S. to acquire, construct, install and maintain public infrastructure, including streets, landscaping, storm drainage, water and sewer, safety protection, and park improvements and facilities within and without the boundaries of the Districts, in accordance with their respective Service Plans (collectively the “**Service Plan**”) as approved by the City of Aurora, Colorado (the “**City**”);

B. Pursuant to Section 32-1-1001(1)(f) and (h), C.R.S., the Districts have the power to acquire real and personal property, including rights and interests in property and easements necessary for District functions or operations, and to acquire, construct and install the public improvements authorized in the Service Plan (the “**Public Improvements**”).

C. The Company is concurrently acquiring certain real property within the boundaries of District No. ___, which real property is known as Harvest Crossing Filing No. ___ (“**Filing No. ___**”) and _____ is concurrently acquiring certain real property within the boundaries of District No. ___, which real property is known as Harvest Crossing Filing No, ___ (“**Filing No. ___**”).

D. In order for Filing No. ___ and Filing No. ___ to be developed for the Company’s intended use, certain public improvements as described in the attached Exhibit A (the “**District Improvements**”) will need to be constructed by District No. 3 in accordance with the terms of the Metro District Improvements Agreement – Harvest Crossing by and between the Districts, _____ and the Company dated as of the date hereof (the “**MDIA**”). Due to the Company’s expertise, should District No. 3 fail to construct the District Improvements, the Company has the right, in its sole discretion, to construct and complete the remaining uncompleted District Improvements

(the “**Uncompleted Improvements**”) and, if necessary, transfer them to District No. 3 or District No. 4 or the City, as applicable, for public use and ownership.

E. District No. 3 has issued its \$12,358,000 Limited Tax General Obligation Bonds, Series 2021(A)(3) (the “**2021 Bonds**”) to be used to pay for the District Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 3 Project Fund**”) created under the Indenture of Trust dated as of December 9, 2021, between District No. 3 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2021 Indenture**”), in accordance with the terms and conditions set forth in the 2021 Indenture.

F. District No. 4 has issued its \$12,913,000 Limited Tax General Obligation Bonds Series 2022A(3) (the “**2022 Bonds**”) to be used for the District Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 4 Project Fund**” and together with the District No. 3 Project Fund, the “**Construction Funds**”) created under the Indenture of Trust dated as of June 3, 2022, between District No. 4 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2022 Indenture**” and together with the 2021 Indenture, the “**Indentures**”), in accordance with the terms and conditions set forth in the 2022 Indenture.

G. The Construction Fund will be sufficient to pay for the District Improvements.

H. It is in the public interest for District No. 3 and District No. 4 to acquire and/or facilitate the construction of the District Improvements and the Uncompleted Improvements and the Districts agree to reimburse the Company or its assignee for their costs of the Uncompleted Improvements (the “**Reimbursable Costs**”) through and by means of the Construction Funds subject to the provisions of the Indentures, the MDIA, this Agreement and the Service Plan.

AGREEMENT

In consideration of the agreements, covenants and undertakings set forth herein and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Representations, Warranties and Covenants Relating to Public Improvements. With respect to any Uncompleted Improvements, David Lee, on behalf of the Company, represents, warrants and covenants to his/her actual current knowledge as follows:

(a) All Uncompleted Improvements have been or will be constructed, installed and completed in conformance with all duly approved designs, plans and specifications and the requirements, standards and specifications of the Districts and the City, as applicable, and will be conveyed, transferred or dedicated to District No. 3 or

District No. 4 or the City for public use, free of all liens, monetary encumbrances and obligations of every nature other than those of record or that a survey or inspection thereof would disclose.

(b) The foregoing representations, warranties and covenants are made as of the date of this Agreement and shall be deemed to be continuing for all purposes for the Warranty Period (hereinafter defined), unless otherwise approved in writing by the Districts.

2. Transfer of Uncompleted Improvements. The Company shall transfer the Uncompleted Improvements to District No. 3 or, if so directed by District No. 3, to District No. 4 or the City upon completion and acceptance thereof by District No. 3, District No. 4 or the City, as applicable (the “**Closing Date**”) as follows:

(a) The Uncompleted Improvements shall conform to the requirements, standards and specifications of all public and/or private agencies to which the Uncompleted Improvements may be or are required to be conveyed, transferred or dedicated for public use by District No. 3, including without limitation, the City, in addition to any standards or requirements adopted by the Districts. At its discretion and request, District No. 3 may require the Company to arrange for the work to be inspected by District No. 3’s and District No. 4’s engineers, at the Districts’ sole cost and expense, so that the engineers will be able to advise and certify to the Districts that all work was performed to their satisfaction and in compliance with the applicable drawings, standards and specifications. Any such inspection and certification by the Districts’ engineers shall be completed within thirty days after District No. 3 notifies the Company of the inspection request.

(b) As a precondition to the conveyance, dedication or other transfer of any Uncompleted Improvements to District No. 3 or District No. 4 for ownership, maintenance and repair, the Company shall provide District No. 3 or District No. 4, as applicable, with a guarantee, to secure performance of warranty obligations against defects in materials, workmanship, construction and installation of the facilities or improvements, all for a two-year period (the “**Warranty Period**”). This requirement shall not apply to any improvements for which Company satisfies all the requirements of the entity to which the improvement will ultimately be conveyed or dedicated if that entity agrees to take title and to release District No. 3 from any ongoing responsibility.

(c) The Company shall provide to District No. 3 or, if so directed by District No. 3, to District No. 4 or the City: (i) if required, a special warranty or quitclaim deed or bill of sale transferring and conveying the Company’s interests in the Uncompleted Improvements, free and clear of all liens, monetary encumbrances or security interests of any nature, except those of record and those a survey or inspection thereof would disclose, and (ii) if applicable, a partial release of its interests in the Uncompleted Improvements from any lender that has loaned funds to complete the

Uncompleted Improvements, together with any easements and rights-of-way necessary for the convenient construction, operation, repair, replacement or maintenance of any Uncompleted Improvements located on any real property for which fee title has not been conveyed, transferred or dedicated to District No. 3, District No. 4 or the City owned by the Company, in a commercially reasonable form.

(d) The Reimbursable Costs of any Uncompleted Improvements subsequently acquired by District No. 3, District No. 4 or transferred to the City shall be determined based upon actual costs verified by the Company.

(i) The Reimbursable Costs of the Uncompleted Improvements, shall include all construction costs, planning, design, engineering, surveying, construction management, legal and other consulting services, and any other allowable capital expense relating to the Uncompleted Improvements.

(ii) Before any payment of Reimbursable Costs for Uncompleted Improvements is made hereunder, the Company shall provide, and if requested shall reasonably supplement, at the sole cost and expense of the Districts, a schedule of the Reimbursable Costs for the Uncompleted Improvements prepared by an independent public accountant, professional engineer, appraiser or valuation consultant reasonably acceptable to District No. 3 and District No. 4, substantiating the amount of the Reimbursable Costs.

(iii) The Company shall also provide to District No. 3, District No. 4 or the City, as applicable, "as-built" drawings of all Uncompleted Improvements or a certification signed by a licensed professional engineer confirming the location and extent of the Uncompleted Improvements, together with supporting maps and other documentation as may be reasonably required by District No. 3, District No. 4 or the City, at the Districts' sole cost and expense, including without limitation any appraisals, surveys, environmental reports, permits, assignments of construction warranties, lien waivers, releases and other documentation relating to the Uncompleted Improvements or the transfer thereof.

(e) For Uncompleted Improvements to be completed after the Closing Date, the Company shall, with the prior concurrence of the Districts, transfer such Uncompleted Improvement in compliance with all requirements set forth in this Section 2 and all other applicable provisions of this Agreement. The Districts shall not accept conveyance of any Uncompleted Improvements or be obligated to reimburse or pay interest for an Uncompleted Improvement until such Uncompleted Improvement is completed. Upon completion of each Uncompleted Improvement in conformance with all applicable requirements, standards and specifications, such Uncompleted Improvement, to the extent the same will be accepted by either District No. 3 or District No. 4, shall be accepted for ownership by District No. 3 or District No. 4, as applicable.

3. Reimbursement of Reimbursable Costs.

(a) The Districts shall reimburse the Company or its assignee for all Reimbursable Costs (the “**Repayment Amount**”) for Uncompleted Improvements completed and accepted after the date hereof. It is intended that the Districts shall initially make payment of the Repayment Amount from the Construction Funds and subject to the terms and conditions of the Indentures, the MDIA, the Service Plan and this Agreement pursuant to a separate agreement between the Districts as to the allocation of the Reimbursable Costs.

(b) With respect to the Construction Funds held by the Districts, upon receipt by the Districts of invoices related to the Company’s completion of the Uncompleted Improvements, together with reasonable substantiation thereof, the District Representatives, as defined in the Indentures, shall promptly thereafter submit a requisition for payment regarding the same to the Trustee, as defined in the Indentures. District No. 3 shall process payments from the 2021 Project Fund for its allocable portion and District No. 4 shall process payments from the 2022 Project Fund for its allocable portion. Following the date that no funds are available under the 2021 Project Fund and 2022 Project Fund, payments shall be processed from the Developer Funds.

(c) All of the Repayment Amount and any other obligation hereunder shall be (i) subordinate in all respects to all of the Districts’ bonds or other multiple-fiscal year debt and financial obligations of any nature (together, the “**Obligations**”), (ii) subject to any and all limitations on the amount of financial obligations which the Districts may incur pursuant to the Service Plan, any ballot questions or any bond indenture or bond resolution, and (iii) non-transferable or assignable, except to a person or entity (or its lender) which the Districts reasonably believe is engaged, either alone or with others, in the business of developing or improving property in the Districts for use, sale, lease or transfer to others.

4. Waiver of Covenants. The Districts, in their discretion, may waive any of the covenants of the Parties set forth herein by written notice to the Company; provided, however, that such waiver shall not constitute a general waiver of all covenants, nor shall any such waiver prevent the Districts from enforcing other terms of this Agreement.

5. Integrated Agreement and Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the Districts’ reimbursement obligation and the other matters set forth herein and replaces in their entirety any prior agreements, understandings, warranties or representations made by or between the Parties with respect to the subject matter hereof. This Agreement may be amended only by the agreement of each Party in writing.

6. Notice. Any notice, demand or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent by overnight national courier service or by overnight or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address that follows or as either Party may

subsequently designate from time to time in writing. Notice shall be considered given when delivered or, if mailed by registered mail, on the third day after such notice is mailed.

To the District:

Harvest Crossing Metropolitan District No. 3
c/o Special District Management Services, Inc,
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

with a copy to:

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Harvest Crossing Metropolitan District No. 4
c/o Special District Management Services, Inc,
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

To the Company:

Pulte Home Company, LLC
Attention: Cory Hunsader
7390 S. Iola Street
Englewood, Colorado 80112

with a copy to:

Pulte Home Company, LLC
Attention: Sheila Novack
9302 Lee Highway, Suite 1000
Fairfax, Virginia 22031

7. Assignment. This Agreement shall not be assigned, except by the prior written agreement of each Party or as expressly provided herein. This Agreement shall inure to the mutual benefit of the Parties and their respective successors and authorized assigns.

8. Severability. If any clause or provision of this Agreement shall be adjudged to be invalid and unenforceable by a court of competent jurisdiction or by operation of law, such clause or provision shall not affect the validity of this Agreement as a whole or of its other clauses and provisions.

9. Default / Remedies. In the event of any breach or default of this Agreement, each Party shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State. The prevailing Party shall be entitled to reasonable attorney fees and costs. Absent bad faith or fraud by the Districts, no penalty shall be imposed upon the Districts because of its inability to pay any portion of the Reimbursable Costs of the Uncompleted Improvements to the Company. Nothing contained herein shall allow

recovery for consequential or punitive damages. Venue for any judicial action shall be in the State District Court for Arapahoe County.

10. Counterpart Execution. This Agreement may be executed in multiple counterparts, and the signature of a Party affixed to a counterpart signature of the other Party shall be deemed to constitute execution of the Agreement.

11. Term. The term of this Agreement shall end on the date that the Repayment Amount has been paid in full to the Company in accordance with the terms hereof, provided that any amounts outstanding and remaining unpaid as of _____, 2053 shall be deemed to be forever discharged and satisfied in full.

12. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The payment obligations under this Agreement shall be subject to annual appropriation by the Board of Directors of the Districts in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

13. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado.

15. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective party to the terms hereof.

16. Supplemental Public Securities Act. The Districts hereby elect to apply all of the provisions of the Supplemental Public Securities Act, found at Title 11, Article 57, Part 2, C.R.S., to this Agreement. This recital shall be conclusive evidence of the validity and the regularity of the Districts' execution of this Agreement after its delivery for value.

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EXECUTED as of the date and year first above written.

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 3

By: _____
President

Attest:

Secretary

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 4

By: _____
President

Attest:

Secretary

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

By: _____
Vice President

DRAFT

EXHIBIT A

Public Improvements

DRAFT



ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
 7200 Alton Way, Suite C400; Centennial, CO 80112

| <u>FILING 1 DISTRICT COSTS</u> | <u>TOTAL COST</u> |
|---|------------------------------------|
| <u>SUMMARY</u> | |
| A. FILING 1 DISTRICT STREETS* | \$3,391,196.73 |
| B. FILING 1 DISTRICT WATER | \$1,375,070.98 |
| C. FILING 1 DISTRICT SANITARY SEWER/STORM SEWER/PONDS | |
| SANITARY SEWER DISTRICT SUBTOTAL | \$164,837.00 |
| STORM SEWER DISTRICT SUBTOTAL | \$718,970.85 |
| PONDS | \$608,519.35 |
| CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. (22.5%) | \$402,775.52 |
| | TOTAL \$2,192,888.92 |
| D. FILING 1 DISTRICT LANDSCAPING AND IRRIGATION | \$1,096,750.00 |

| | |
|-----------------------------------|-----------------------|
| GRAND TOTAL DISTRICT COSTS | \$8,055,906.63 |
| GRAND TOTAL PER LOT | \$57,542.19 |

* ASSUMED PAVEMENT SECTIONS:
 COLLECTOR: 7" HOT BITUMINOUS PAVEMENT (HBP)/12" AGGREGATE BASE COURSE (ABC)
 ARTERIAL: 8" HBP/10" ABC
 LOCAL: 6" HBP/6" ABC

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | | | |
| FILING 1 DISTRICT COSTS | | | | |
| A. STREETS | | | | |
| 1A. JEWELL AVENUE (ARTERIAL) (FILING 1) | | | | |
| A. Asphalt Pavement (8.0" Thick) | 431 | TON | \$136.00 | \$58,597.87 |
| B. Aggregate Base Course (10.0" Thick) | 467 | TON | \$30.00 | \$14,014.88 |
| C. Chemically Treated Subgrade (12.0" Thick) | 937 | SY | \$20.73 | \$19,417.10 |
| D. Moisture Treated Subgrade (18.0" Thick) | 937 | SY | \$5.43 | \$5,086.10 |
| E. Vertical Catch Curb & Gutter | 14 | LF | \$33.00 | \$471.90 |
| F. Sidewalk (6" depth) (6' Width) | 0 | SY | \$50.00 | \$0.00 |
| G. Pedestrian Curb Ramps | 0 | EA | \$1,950.00 | \$0.00 |
| H. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| I. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| J. Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| K. Misc. Signs | 0 | EA | \$250.00 | \$0.00 |
| L. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| M. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| N. Mill and Overlay (2" Depth by 2' Width) | 1,008 | SF | \$2.65 | \$2,671.20 |
| O. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| P. Pavement Marking Paint (Striping) | 0.0 | GAL | \$456.00 | \$0.00 |
| SUBTOTAL JEWELL AVENUE | | | | \$100,259.04 |
| 2A. HARVEST ROAD (COLLECTOR) (FILING 1) | | | | |
| A. Asphalt Pavement (7.0" Thick) | 2,880 | TON | \$136.00 | \$391,626.20 |
| B. Aggregate Base Course (12.0" Thick) | 4,282 | TON | \$30.00 | \$128,455.40 |
| C. Chemically Treated Subgrade (12.0" Thick) | 4,025 | SY | \$20.73 | \$83,436.75 |
| D. Moisture Treated Subgrade (18.0" Thick) | 4,025 | SY | \$5.43 | \$21,855.36 |
| E. Moisture Treated Subgrade (30.0" Thick) | 3,129 | SY | \$9.05 | \$28,320.79 |
| F. Vertical Catch Curb & Gutter | 2,041 | LF | \$33.00 | \$67,366.86 |
| G. Sidewalk (6" depth) (6' Width) | 1,253 | SY | \$50.00 | \$62,639.78 |
| H. Pedestrian Curb Ramps | 3 | EA | \$1,950.00 | \$5,850.00 |
| I. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 9 | EA | \$8,900.00 | \$80,100.00 |
| L. Misc. Signs | 12 | EA | \$250.00 | \$3,000.00 |
| M. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 5,192 | SF | \$2.65 | \$13,758.99 |
| P. Preformed Plastic Pavement Markings | 232 | SF | \$20.00 | \$4,648.00 |
| Q. Pavement Marking Paint (Striping) | 9 | GAL | \$456.00 | \$3,979.01 |
| SUBTOTAL HARVEST ROAD | | | | \$895,037.13 |

FILING 1 DISTRICT COSTS

A. STREETS

3A. SOUTH KEWAUNEE STREET (LOCAL) (FILING 1)

| | <u>ESTIMATED</u> <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|-------------------------------------|-------------|------------------|-------------------|
| A. Asphalt Pavement (6.0" Thick) | 856 | TON | \$136.00 | \$116,466.39 |
| B. Aggregate Base Course (6.0" Thick) | 743 | TON | \$30.00 | \$22,284.25 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 2,482 | SY | \$5.43 | \$13,478.53 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,489 | LF | \$33.00 | \$49,148.22 |
| G. Sidewalk (6" depth) (5.5' Width) | 455 | SY | \$50.00 | \$22,753.81 |
| H. Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. Misc. Signs | 1 | EA | \$250.00 | \$250.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |
| R. Temporary Street Improvements (signs, barricades) | 1 | LS | \$1,500.00 | \$1,500.00 |

SUBTOTAL KEWAUNEE STREET \$273,881.19

4A. EAST WARREN AVENUE (COLLECTOR) (FILING 1)

| | | | | |
|--|-------|-----|------------|--------------|
| A. Asphalt Pavement (7.0" Thick) | 2,182 | TON | \$136.00 | \$296,795.05 |
| B. Aggregate Base Course (12.0" Thick) | 3,245 | TON | \$30.00 | \$97,350.29 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 5,422 | SY | \$5.43 | \$29,440.94 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,683 | LF | \$33.00 | \$55,527.78 |
| G. Sidewalk (6" depth) (6' Width) | 1,122 | SY | \$50.00 | \$56,088.67 |
| H. Pedestrian Curb Ramps | 6 | EA | \$1,950.00 | \$11,700.00 |
| J. Pedestrian Mid-Block Curb Ramps | 2 | EA | \$1,650.00 | \$3,300.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,951.35 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 5 | GAL | \$456.00 | \$2,325.13 |

SUBTOTAL WARREN AVENUE \$596,479.21

| FILING 1 DISTRICT COSTS | | ESTIMATED | | | |
|--|---|------------------|-------------|------------------|-----------------------|
| A. STREETS | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 5A. EAST PACIFIC AVENUE (LOCAL) (FILING 1) | | | | | |
| A. | Asphalt Pavement (6.0" Thick) | 2,051 | TON | \$ 136.00 | \$278,926.45 |
| B. | Aggregate Base Course (6.0" Thick) | 1,779 | TON | \$30.00 | \$53,389.14 |
| C. | Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. | Moisture Treated Subgrade (18.0" Thick) | 5,945 | SY | \$5.43 | \$32,280.08 |
| E. | Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. | Vertical Catch Curb & Gutter | 3,567 | LF | \$33.00 | \$117,706.38 |
| G. | Sidewalk (6" depth) (5.5' Width) | 1,090 | SY | \$50.00 | \$54,493.69 |
| H. | Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. | Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. | Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. | Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. | Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. | Range Boxes | 2 | EA | \$4,500.00 | \$9,000.00 |
| N. | Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. | Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. | Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. | Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |
| SUBTOTAL PACIFIC AVENUE | | | | | \$580,777.75 |
| 6A. SOUTH JACKSON GAP STREET (LOCAL) (FILING 1) | | | | | |
| A. | Asphalt Pavement (6.0" Thick) | 1,076 | TON | \$ 136.00 | \$146,349.74 |
| B. | Aggregate Base Course (6.0" Thick) | 933 | TON | \$30.00 | \$28,002.02 |
| C. | Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. | Moisture Treated Subgrade (18.0" Thick) | 3,119 | SY | \$5.43 | \$16,936.89 |
| E. | Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. | Vertical Catch Curb & Gutter | 1,871 | LF | \$33.00 | \$61,758.84 |
| G. | Sidewalk (6" depth) (5.5' Width) | 572 | SY | \$50.00 | \$28,592.06 |
| H. | Pedestrian Curb Ramps | 8 | EA | \$1,950.00 | \$15,600.00 |
| J. | Pedestrian Mid-Block Curb Ramps | 1 | EA | \$1,050.00 | \$1,050.00 |
| J. | Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. | Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| L. | Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. | Range Boxes | 5 | EA | \$4,500.00 | \$22,500.00 |
| N. | Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. | Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. | Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. | Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |
| SUBTOTAL JACKSON GAP STREET | | | | | \$321,869.55 |
| SUBTOTAL STREETS | | | | | \$2,768,323.87 |
| 7A. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. | | | | | |
| A. | Contingency (10% of Total) | | | | \$276,832.39 |
| B. | Permits (2% of Total) | | | | \$55,366.48 |
| C. | Inspections and Materials Testing (3% of Total) | | | | \$83,049.72 |
| D. | Surveying (2.5% of Total) | | | | \$69,208.10 |
| E. | Construction Management (4% of Total) | | | | \$110,732.95 |
| F. | Mobilization (1% of Total) | | | | \$27,883.24 |
| Subtotal | | | | | \$622,872.87 |
| GRAND TOTAL STREETS | | | | | \$3,391,196.73 |

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | | |
|---|---------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
| FILING 1 DISTRICT COSTS | | | | |
| B. WATER | | | | |
| 1B. JEWELL AVENUE WATER (NO WATER INFRASTRUCTURE PROPOSED) | | | | |
| 2B. HARVEST ROAD WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 508 | LF | \$116.00 | \$58,928.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 6 | EA | \$1,200.00 | \$7,200.00 |
| E. 2" Temp Blow Off Assembly | 3 | EA | \$3,950.00 | \$11,850.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 5 | EA | \$4,100.00 | \$20,500.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 508 | LF | \$3.00 | \$1,524.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| | SUBTOTAL HARVEST ROAD | | | \$183,488.00 |
| 3B. SOUTH KEWAUNEE STREET WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 750 | LF | \$116.00 | \$87,000.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 4 | EA | \$1,200.00 | \$4,800.00 |
| E. 2" Temp Blow Off Assembly | 1 | EA | \$3,950.00 | \$3,950.00 |
| F. Fire Hydrant Assembly | 0 | EA | \$11,500.00 | \$0.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 7 | EA | \$4,100.00 | \$28,700.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 1 | EA | \$10,000.00 | \$10,000.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 7 | EA | \$250.00 | \$1,750.00 |
| M. Pressure Test | 750 | LF | \$3.00 | \$2,250.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (water connection, plugs) | 1 | LS | \$11,000.00 | \$11,000.00 |
| | SUBTOTAL KEWAUNEE STREET | | | \$149,450.00 |

FILING 1 DISTRICT COSTS

B. WATER

ESTIMATED
QUANTITY UNIT UNIT COST TOTAL COST

4B. EAST WARREN AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 3,739 | LF | \$64.00 | \$239,274.24 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 9 | EA | \$700.00 | \$6,300.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 2 | EA | \$11,500.00 | \$23,000.00 |
| G. 8" Gate Valves | 15 | EA | \$2,100.00 | \$31,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 5 | EA | \$6,200.00 | \$31,000.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 1 | EA | \$5,368.00 | \$5,368.00 |
| L. Adjust Valves | 15 | EA | \$250.00 | \$3,750.00 |
| M. Pressure Test | 3,739 | LF | \$3.00 | \$11,215.98 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$15,800.00 | \$15,800.00 |

SUBTOTAL WARREN AVENUE \$367,208.22

5B. EAST PACIFIC AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 21 | LF | \$64.00 | \$1,344.00 |
| B. 12" PVC | 1,783 | LF | \$116.00 | \$206,877.88 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 10 | EA | \$1,200.00 | \$12,000.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 3 | EA | \$11,500.00 | \$34,500.00 |
| G. 8" Gate Valves | 1 | EA | \$2,100.00 | \$2,100.00 |
| H. 12" Gate Valves | 6 | EA | \$4,100.00 | \$24,600.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 1 | EA | \$250.00 | \$250.00 |
| M. Pressure Test | 21 | LF | \$3.00 | \$63.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$7,900.00 | \$7,900.00 |

SUBTOTAL PACIFIC AVENUE \$340,370.88

6B. SOUTH JACKSON GAP STREET WATER (FILING 1)

| | | | | |
|---|-----|----|-------------|-------------|
| A. 8" PVC | 927 | LF | \$64.00 | \$59,357.44 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 8 | EA | \$700.00 | \$4,200.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 5 | EA | \$2,100.00 | \$10,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 2 | EA | \$6,200.00 | \$12,400.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 927 | LF | \$3.00 | \$2,782.38 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 0 | LS | \$7,900.00 | \$0.00 |

SUBTOTAL JACKSON GAP STREET \$101,989.82

SUBTOTAL WATER \$1,122,508.92

| <u>FILING 1 DISTRICT COSTS</u> | | | |
|---|------------------|-----------------|-----------------------|
| <u>B. WATER</u> | | | |
| | <u>ESTIMATED</u> | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> |
| | | | <u>TOTAL COST</u> |
| <u>7B. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT</u> | | | |
| A. Contingency (10% of Total) | | | \$112,250.89 |
| B. Permits (2% of Total) | | | \$22,450.14 |
| C. Inspections and Materials Testing (3% of Total) | | | \$33,675.21 |
| D. Surveying (2.5% of Total) | | | \$28,062.67 |
| E. Construction Management (4% of Total) | | | \$44,900.28 |
| F. Mobilization (1% of Total) | | | \$11,225.07 |
| | | <u>Subtotal</u> | <u>\$252,564.06</u> |
| <u>GRAND TOTAL WATER</u> | | | <u>\$1,375,070.98</u> |

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|------------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | | |
| FILING 1 DISTRICT COSTS | | | | |
| C. SANITARY/STORM SEWER | | | | |
| 1C. JEWELL AVENUE SANITARY SEWER (NO INFRASTRUCTURE PROPOSED) | | | | |
| 2C. EAST WARREN AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 0 | LF | \$60.00 | \$0.00 |
| B. 4' Manholes (<20' Cut) | 3 | EA | \$5,000.00 | \$15,000.00 |
| C. Adjust Manholes | 3 | EA | \$400.00 | \$1,200.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 0 | LF | \$3.00 | \$0.00 |
| | SUBTOTAL WARREN AVENUE | | | \$16,200.00 |
| 3C. EAST PACIFIC AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 1,434 | LF | \$60.00 | \$86,040.00 |
| B. 4' Manholes (<20' Cut) | 10 | EA | \$5,000.00 | \$50,000.00 |
| C. Adjust Manholes | 10 | EA | \$400.00 | \$4,000.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 1 | EA | \$4,295.00 | \$4,295.00 |
| F. Jett & Clean | 1,434 | LF | \$3.00 | \$4,302.00 |
| | SUBTOTAL PACIFIC AVENUE | | | \$148,637.00 |
| 4C. SOUTH JACKSON GAP STREET SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 671 | LF | \$60.00 | \$40,260.00 |
| B. 4' Manholes (<20' Cut) | 4 | EA | \$5,000.00 | \$20,000.00 |
| C. Adjust Manholes | 4 | EA | \$400.00 | \$1,600.00 |
| D. 4" Services | 6 | EA | \$1,400.00 | \$8,400.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 671 | LF | \$3.00 | \$2,013.00 |
| | SUBTOTAL JACKSON GAP STREET | | | \$72,273.00 |
| | SUBTOTAL SANITARY SEWER | | | \$237,110.00 |

| FILING 1 DISTRICT COSTS | | | |
|--|------------------|-------------|---------------------|
| C. SANITARY/STORM SEWER | | | |
| | <u>ESTIMATED</u> | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL COST</u> |
| 5C. HARVEST ROAD STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 1 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 2 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 1 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 |
| E. 5' Manhole | 4 | EA | \$6,300.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 |
| G. 18" RCP | 325 | LF | \$80.00 |
| H. 24" RCP | 133 | LF | \$110.00 |
| I. 30" RCP | 513 | LF | \$130.00 |
| J. 36" RCP | 0 | LF | \$165.00 |
| K. 42" RCP | 0 | LF | \$200.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 |
| M. Remove Existing 42" FES | 1 | EA | \$483.00 |
| SUBTOTAL HARVEST ROAD | | | \$232,953.00 |
| 6C. SOUTH KEWAUNEE STREET STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 2 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 1 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 300 | LF | \$45.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 |
| G. 6'x6' Box Base Manhole | 1 | EA | \$30,000.00 |
| H. 18" RCP | 0 | LF | \$80.00 |
| I. 24" RCP | 0 | LF | \$110.00 |
| J. 30" RCP | 507 | LF | \$130.00 |
| K. 36" RCP | 42 | LF | \$165.00 |
| L. 42" RCP | 0 | LF | \$200.00 |
| M. Adjust Manholes | 4 | EA | \$895.00 |
| N. Temporary Improvements (Type D Inlet, FES, Swals, Riprap) | 1 | LS | \$15,000.00 |
| SUBTOTAL KEWAUNEE STREET | | | \$198,816.15 |
| 7C. EAST WARREN AVENUE STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 0 | EA | \$7,500.00 |
| B. 10' Type R Inlet | 0 | EA | \$11,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 0 | LF | \$45.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 |
| F. 6' Manhole | 0 | EA | \$9,000.00 |
| G. 18" RCP | 0 | LF | \$80.00 |
| H. 24" RCP | 0 | LF | \$110.00 |
| I. 30" RCP | 0 | LF | \$130.00 |
| J. 36" RCP | 0 | LF | \$165.00 |
| K. 42" RCP | 0 | LF | \$200.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 |
| M. Temporary Improvements (Type D Inlets) | 1 | LS | \$12,000.00 |
| SUBTOTAL WARREN AVENUE | | | \$12,000.00 |

| FILING 1 DISTRICT COSTS | | ESTIMATED | | | |
|---|---|------------------|-------------|------------------|---------------------|
| C. SANITARY/STORM SEWER | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 8C. EAST PACIFIC AVENUE STORM SEWER (FILING 1) | | | | | |
| A. | 5' Type R Inlet | 5 | EA | \$7,500.00 | \$37,500.00 |
| B. | 10' Type R Inlet | 3 | EA | \$11,000.00 | \$33,000.00 |
| C. | 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. | 6" Perforated PVC Edge Drain | 800 | LF | \$45.00 | \$36,000.00 |
| E. | 5' Manhole | 12 | EA | \$6,300.00 | \$75,600.00 |
| F. | 6' Manhole | 0 | EA | \$9,000.00 | \$0.00 |
| G. | 18" RCP | 752 | LF | \$80.00 | \$60,160.00 |
| H. | 24" RCP | 220 | LF | \$110.00 | \$24,180.00 |
| I. | 30" RCP | 0 | LF | \$130.00 | \$0.00 |
| J. | 36" RCP | 0 | LF | \$165.00 | \$0.00 |
| K. | 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. | Adjust Manholes | 12 | EA | \$895.00 | \$10,740.00 |
| SUBTOTAL PACIFIC AVENUE | | | | | \$277,201.70 |
| 8C. SOUTH JACKSON GAP STREET (FILING 1) | | | | | |
| A. | 5' Type R Inlet | 2 | EA | \$7,500.00 | \$15,000.00 |
| B. | 10' Type R Inlet | 2 | EA | \$11,000.00 | \$22,000.00 |
| C. | 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. | 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 | \$18,000.00 |
| E. | 5' Manhole | 2 | EA | \$6,300.00 | \$12,600.00 |
| F. | 6' Manhole | 6 | EA | \$9,000.00 | \$54,000.00 |
| G. | 18" RCP | 165 | LF | \$80.00 | \$13,180.00 |
| H. | 24" RCP | 0 | LF | \$110.00 | \$0.00 |
| I. | 30" RCP | 0 | LF | \$130.00 | \$0.00 |
| J. | 36" RCP | 434 | LF | \$165.00 | \$71,583.00 |
| K. | 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. | Adjust Manholes | 8 | EA | \$895.00 | \$7,160.00 |
| M. | Temporary Improvements (Type D Inlet) | 1 | LS | \$12,000.00 | \$12,000.00 |
| SUBTOTAL JACKSON GAP STREET | | | | | \$225,513.20 |
| SUBTOTAL STORM SEWER | | | | | \$944,484.05 |
| FILING 1 | | | | | |
| 10C. POND A (B2 IN MASTER DRAINAGE REPORT) | | | | | |
| A. | Earthwork | 6,008 | CY | \$3.25 | \$19,526.00 |
| B. | Concrete Forebay | 3 | EA | \$15,500.00 | \$46,500.00 |
| C. | Concrete Trickle Channel | 823 | LF | \$105.00 | \$86,405.55 |
| D. | Retaining Wall | 876 | SF | \$45.00 | \$39,412.80 |
| E. | Outlet Structure | 1 | EA | \$17,500.00 | \$17,500.00 |
| F. | Maintenance Access Road (10'-12' Wide) | 818 | SY | \$15.00 | \$9,267.00 |
| G. | Concrete Cutoff Wall-Emergency Overflow | 43 | SY | \$160.00 | \$6,933.33 |
| H. | Type VI Riprap (12" Thick) | 403 | SY | \$120.00 | \$48,366.00 |
| I. | 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| J. | 24" RCP | 0 | LF | \$150.00 | \$0.00 |
| K. | 36" RCP | 0 | LF | \$200.00 | \$0.00 |
| Subtotal | | | | | \$252,911.58 |

| FILING 1 DISTRICT COSTS | | ESTIMATED | | | |
|---|---|------------------|-------------|------------------|-----------------------|
| C. SANITARY/STORM SEWER | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 11C. POND T INTERIM (B1 IN MASTER DRAINAGE REPORT) | | | | | |
| A. | Earthwork | 1,557 | CY | \$3.25 | \$5,060.25 |
| B. | Concrete Forebay | 1 | EA | \$15,500.00 | \$15,500.00 |
| C. | Concrete Trickle Channel | 192 | LF | \$105.00 | \$20,160.00 |
| D. | Retaining Wall | 0 | SF | \$100.00 | \$0.00 |
| E. | Outlet Structure | 1 | EA | \$17,500.00 | \$17,500.00 |
| F. | Maintenance Access Road (10'-12' Wide) | 408 | SY | \$15.00 | \$6,120.00 |
| G. | Concrete Cutoff Wall-Emergency Overflow | 14 | SY | \$160.00 | \$2,240.00 |
| H. | Type VL Riprap (12" Thick) | 78 | SY | \$120.00 | \$9,360.00 |
| I. | Type M Riprap (24" Thick) | 97 | SY | \$160.00 | \$15,520.00 |
| J. | 2' Concrete Pan | 319 | LF | \$45.00 | \$14,355.00 |
| K. | 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| L. | 24" RCP | 0 | LF | \$150.00 | \$0.00 |
| M. | 36" RCP | 0 | LF | \$200.00 | \$0.00 |
| Subtotal | | | | | \$106,868.77 |
| 12C. POND C3 | | | | | |
| A. | Earthwork | 5,032 | CY | \$3.25 | \$16,354.00 |
| B. | Infrastructure | 1 | LS | \$233,385.00 | \$233,385.00 |
| Subtotal | | | | | \$249,739.00 |
| SUBTOTAL PONDS | | | | | \$608,519.35 |
| SUBTOTAL SANITARY/STORM SEWER/PONDS | | | | | \$1,790,113.40 |
| 13C. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. | | | | | |
| A. | Contingency (10% of Total) | | | | \$179,011.34 |
| B. | Permits (2% of Total) | | | | \$35,802.27 |
| C. | Inspections and Materials Testing (3% of Total) | | | | \$53,703.40 |
| D. | Surveying (2.5% of Total) | | | | \$44,752.84 |
| E. | Construction Management (4% of Total) | | | | \$71,604.54 |
| F. | Mobilization (1% of Total) | | | | \$17,901.13 |
| Subtotal | | | | | \$402,775.52 |
| GRAND TOTAL SANITARY/STORM SEWER | | | | | \$2,192,888.92 |

ACQUISITION AND REIMBURSEMENT AGREEMENT HARVEST CROSSING

This Acquisition and Reimbursement Agreement – Harvest Crossing (this “**Agreement**”) is made and entered into as of the ___ day of _____, 2023 by and between **Harvest Crossing Metropolitan District No. 3** (“**District No. 3**”), a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”), **Harvest Crossing Metropolitan District No. 4**, a quasi-municipal corporation and political subdivision of the State (“**District No. 4**” and together with District No. 3, the “**Districts**”) and **Richmond American Homes of Colorado, Inc.**, a Delaware corporation (the “**Company**”) (the Districts and the Company collectively, “**Parties**” or any of the Parties, a “**Party**,” and all other capitalized terms used herein shall have the meanings hereinafter set forth).

RECITALS

A. The Districts were organized under Article 1, Title 32, C.R.S. to acquire, construct, install and maintain public infrastructure, including streets, landscaping, storm drainage, water and sewer, safety protection, and park improvements and facilities within and without the boundaries of the Districts, in accordance with their respective Service Plans (collectively the “**Service Plan**”) as approved by the City of Aurora, Colorado (the “**City**”);

B. Pursuant to Section 32-1-1001(1)(f) and (h), C.R.S., the Districts have the power to acquire real and personal property, including rights and interests in property and easements necessary for District functions or operations, and to acquire, construct and install the public improvements authorized in the Service Plan (the “**Public Improvements**”).

C. The Company is concurrently acquiring certain real property within the boundaries of District No. ___, which real property is known as Harvest Crossing Filing No. ___ (“**Filing No. ___**”) and _____ is concurrently acquiring certain real property within the boundaries of District No. ___, which real property is known as Harvest Crossing Filing No. ___ (“**Filing No. ___**”).

D. In order for Filing No. ___ and Filing No. ___ to be developed for the Company’s intended use, certain public improvements as described in the attached Exhibit A (the “**District Improvements**”) will need to be constructed by District No. 3 in accordance with the terms of the Metro District Improvements Agreement – Harvest Crossing by and between the Districts, _____ and the Company dated as of the date hereof (the “**MDIA**”). Due to the Company’s expertise, should District No. 3 fail to construct the District Improvements, the Company has the right, in its sole discretion, to construct and complete the remaining uncompleted District Improvements

(the “**Uncompleted Improvements**”) and, if necessary, transfer them to District No. 3 or District No. 4 or the City, as applicable, for public use and ownership.

E. District No. 3 has issued its \$12,358,000 Limited Tax General Obligation Bonds, Series 2021(A)(3) (the “**2021 Bonds**”) to be used to pay for the District Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 3 Project Fund**”) created under the Indenture of Trust dated as of December 9, 2021, between District No. 3 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2021 Indenture**”), in accordance with the terms and conditions set forth in the 2021 Indenture.

F. District No. 4 has issued its \$12,913,000 Limited Tax General Obligation Bonds Series 2022A(3) (the “**2022 Bonds**”) to be used for the District Improvements, the net proceeds of which are held in a Project Fund (the “**District No. 4 Project Fund**” and together with the District No. 3 Project Fund, the “**Construction Funds**”) created under the Indenture of Trust dated as of June 3, 2022, between District No. 4 and UMB Bank, n.a., as trustee, as amended or supplemented from time to time (the “**2022 Indenture**” and together with the 2021 Indenture, the “**Indentures**”), in accordance with the terms and conditions set forth in the 2022 Indenture.

G. The Construction Fund will be sufficient to pay for the District Improvements.

H. It is in the public interest for District No. 3 and District No. 4 to acquire and/or facilitate the construction of the District Improvements and the Uncompleted Improvements and the Districts agree to reimburse the Company or its assignee for their costs of the Uncompleted Improvements (the “**Reimbursable Costs**”) through and by means of the Construction Funds subject to the provisions of the Indentures, the MDIA, this Agreement and the Service Plan.

AGREEMENT

In consideration of the agreements, covenants and undertakings set forth herein and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Representations, Warranties and Covenants Relating to Public Improvements. With respect to any Uncompleted Improvements, David Lee, on behalf of the Company, represents, warrants and covenants to his/her actual current knowledge as follows:

(a) All Uncompleted Improvements have been or will be constructed, installed and completed in conformance with all duly approved designs, plans and specifications and the requirements, standards and specifications of the Districts and the City, as applicable, and will be conveyed, transferred or dedicated to District No. 3 or

District No. 4 or the City for public use, free of all liens, monetary encumbrances and obligations of every nature other than those of record or that a survey or inspection thereof would disclose.

(b) The foregoing representations, warranties and covenants are made as of the date of this Agreement and shall be deemed to be continuing for all purposes for the Warranty Period (hereinafter defined), unless otherwise approved in writing by the Districts.

2. Transfer of Uncompleted Improvements. The Company shall transfer the Uncompleted Improvements to District No. 3 or, if so directed by District No. 3, to District No. 4 or the City upon completion and acceptance thereof by District No. 3, District No. 4 or the City, as applicable (the “**Closing Date**”) as follows:

(a) The Uncompleted Improvements shall conform to the requirements, standards and specifications of all public and/or private agencies to which the Uncompleted Improvements may be or are required to be conveyed, transferred or dedicated for public use by District No. 3, including without limitation, the City, in addition to any standards or requirements adopted by the Districts. At its discretion and request, District No. 3 may require the Company to arrange for the work to be inspected by District No. 3’s and District No. 4’s engineers, at the Districts’ sole cost and expense, so that the engineers will be able to advise and certify to the Districts that all work was performed to their satisfaction and in compliance with the applicable drawings, standards and specifications. Any such inspection and certification by the Districts’ engineers shall be completed within thirty days after District No. 3 notifies the Company of the inspection request.

(b) As a precondition to the conveyance, dedication or other transfer of any Uncompleted Improvements to District No. 3 or District No. 4 for ownership, maintenance and repair, the Company shall provide District No. 3 or District No. 4, as applicable, with a guarantee, to secure performance of warranty obligations against defects in materials, workmanship, construction and installation of the facilities or improvements, all for a two-year period (the “**Warranty Period**”). This requirement shall not apply to any improvements for which Company satisfies all the requirements of the entity to which the improvement will ultimately be conveyed or dedicated if that entity agrees to take title and to release District No. 3 from any ongoing responsibility.

(c) The Company shall provide to District No. 3 or, if so directed by District No. 3, to District No. 4 or the City: (i) if required, a special warranty or quitclaim deed or bill of sale transferring and conveying the Company’s interests in the Uncompleted Improvements, free and clear of all liens, monetary encumbrances or security interests of any nature, except those of record and those a survey or inspection thereof would disclose, and (ii) if applicable, a partial release of its interests in the Uncompleted Improvements from any lender that has loaned funds to complete the

Uncompleted Improvements, together with any easements and rights-of-way necessary for the convenient construction, operation, repair, replacement or maintenance of any Uncompleted Improvements located on any real property for which fee title has not been conveyed, transferred or dedicated to District No. 3, District No. 4 or the City owned by the Company, in a commercially reasonable form.

(d) The Reimbursable Costs of any Uncompleted Improvements subsequently acquired by District No. 3, District No. 4 or transferred to the City shall be determined based upon actual costs verified by the Company.

(i) The Reimbursable Costs of the Uncompleted Improvements, shall include all construction costs, planning, design, engineering, surveying, construction management, legal and other consulting services, and any other allowable capital expense relating to the Uncompleted Improvements.

(ii) Before any payment of Reimbursable Costs for Uncompleted Improvements is made hereunder, the Company shall provide, and if requested shall reasonably supplement, at the sole cost and expense of the Districts, a schedule of the Reimbursable Costs for the Uncompleted Improvements prepared by an independent public accountant, professional engineer, appraiser or valuation consultant reasonably acceptable to District No. 3 and District No. 4, substantiating the amount of the Reimbursable Costs.

(iii) The Company shall also provide to District No. 3, District No. 4 or the City, as applicable, "as-built" drawings of all Uncompleted Improvements or a certification signed by a licensed professional engineer confirming the location and extent of the Uncompleted Improvements, together with supporting maps and other documentation as may be reasonably required by District No. 3, District No. 4 or the City, at the Districts' sole cost and expense, including without limitation any appraisals, surveys, environmental reports, permits, assignments of construction warranties, lien waivers, releases and other documentation relating to the Uncompleted Improvements or the transfer thereof.

(e) For Uncompleted Improvements to be completed after the Closing Date, the Company shall, with the prior concurrence of the Districts, transfer such Uncompleted Improvement in compliance with all requirements set forth in this Section 2 and all other applicable provisions of this Agreement. The Districts shall not accept conveyance of any Uncompleted Improvements or be obligated to reimburse or pay interest for an Uncompleted Improvement until such Uncompleted Improvement is completed. Upon completion of each Uncompleted Improvement in conformance with all applicable requirements, standards and specifications, such Uncompleted Improvement, to the extent the same will be accepted by either District No. 3 or District No. 4, shall be accepted for ownership by District No. 3 or District No. 4, as applicable.

3. Reimbursement of Reimbursable Costs.

(a) The Districts shall reimburse the Company or its assignee for all Reimbursable Costs (the “**Repayment Amount**”) for Uncompleted Improvements completed and accepted after the date hereof. It is intended that the Districts shall initially make payment of the Repayment Amount from the Construction Funds and subject to the terms and conditions of the Indentures, the MDIA, the Service Plan and this Agreement pursuant to a separate agreement between the Districts as to the allocation of the Reimbursable Costs.

(b) With respect to the Construction Funds held by the Districts, upon receipt by the Districts of invoices related to the Company’s completion of the Uncompleted Improvements, together with reasonable substantiation thereof, the District Representatives, as defined in the Indentures, shall promptly thereafter submit a requisition for payment regarding the same to the Trustee, as defined in the Indentures. District No. 3 shall process payments from the 2021 Project Fund for its allocable portion and District No. 4 shall process payments from the 2022 Project Fund for its allocable portion. Following the date that no funds are available under the 2021 Project Fund and 2022 Project Fund, payments shall be processed from the Developer Funds.

(c) All of the Repayment Amount and any other obligation hereunder shall be (i) subordinate in all respects to all of the Districts’ bonds or other multiple-fiscal year debt and financial obligations of any nature (together, the “**Obligations**”), (ii) subject to any and all limitations on the amount of financial obligations which the Districts may incur pursuant to the Service Plan, any ballot questions or any bond indenture or bond resolution, and (iii) non-transferable or assignable, except to a person or entity (or its lender) which the Districts reasonably believe is engaged, either alone or with others, in the business of developing or improving property in the Districts for use, sale, lease or transfer to others.

4. Waiver of Covenants. The Districts, in their discretion, may waive any of the covenants of the Parties set forth herein by written notice to the Company; provided, however, that such waiver shall not constitute a general waiver of all covenants, nor shall any such waiver prevent the Districts from enforcing other terms of this Agreement.

5. Integrated Agreement and Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the Districts’ reimbursement obligation and the other matters set forth herein and replaces in their entirety any prior agreements, understandings, warranties or representations made by or between the Parties with respect to the subject matter hereof. This Agreement may be amended only by the agreement of each Party in writing.

6. Notice. Any notice, demand or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent by overnight national courier service or by overnight or registered mail, postage prepaid, return receipt requested, addressed to the Party at the address that follows or as either Party may

subsequently designate from time to time in writing. Notice shall be considered given when delivered or, if mailed by registered mail, on the third day after such notice is mailed.

To the District:

with a copy to:

Harvest Crossing Metropolitan District No. 3
c/o Special District Management Services, Inc,
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Harvest Crossing Metropolitan District No. 4
c/o Special District Management Services, Inc,
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attention: David Solin

McGeady Becher P.C.
Attention: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

To the Company:

with a copy to:

Richmond American Homes of Colorado, Inc.
Attention: David Lee, Vice President
4350 S. Monaco Street
Denver, Colorado 80237

M.D.C. Holdings, Inc.
Attention: Elizabeth Peros
4350 S. Monaco Street
Denver, Colorado 80237

7. Assignment. This Agreement shall not be assigned, except by the prior written agreement of each Party or as expressly provided herein. This Agreement shall inure to the mutual benefit of the Parties and their respective successors and authorized assigns.

8. Severability. If any clause or provision of this Agreement shall be adjudged to be invalid and unenforceable by a court of competent jurisdiction or by operation of law, such clause or provision shall not affect the validity of this Agreement as a whole or of its other clauses and provisions.

9. Default / Remedies. In the event of any breach or default of this Agreement, each Party shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State. The prevailing Party shall be entitled to reasonable attorney fees and costs. Absent bad faith or fraud by the Districts, no penalty shall be imposed upon the Districts because of its inability to pay any portion of the Reimbursable Costs of the Uncompleted Improvements to the Company. Nothing contained herein shall allow

recovery for consequential or punitive damages. Venue for any judicial action shall be in the State District Court for Arapahoe County.

10. Counterpart Execution. This Agreement may be executed in multiple counterparts, and the signature of a Party affixed to a counterpart signature of the other Party shall be deemed to constitute execution of the Agreement.

11. Term. The term of this Agreement shall end on the date that the Repayment Amount has been paid in full to the Company in accordance with the terms hereof, provided that any amounts outstanding and remaining unpaid as of _____, 2053 shall be deemed to be forever discharged and satisfied in full.

12. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The payment obligations under this Agreement shall be subject to annual appropriation by the Board of Directors of the Districts in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

13. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado.

15. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective party to the terms hereof.

16. Supplemental Public Securities Act. The Districts hereby elect to apply all of the provisions of the Supplemental Public Securities Act, found at Title 11, Article 57, Part 2, C.R.S., to this Agreement. This recital shall be conclusive evidence of the validity and the regularity of the Districts' execution of this Agreement after its delivery for value.

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EXECUTED as of the date and year first above written.

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 3

By: _____
President

Attest:

Secretary

HARVEST CROSSING METROPOLITAN
DISTRICT NO. 4

By: _____
President

Attest:

Secretary

RICHMOND AMERICAN HOMES OF
COLORADO, INC.

By: _____
Vice President

DRAFT

EXHIBIT A

Public Improvements

DRAFT



ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
 7200 Alton Way, Suite C400; Centennial, CO 80112

| <u>FILING 1 DISTRICT COSTS</u> | <u>TOTAL COST</u> |
|---|------------------------------------|
| <u>SUMMARY</u> | |
| A. FILING 1 DISTRICT STREETS* | \$3,391,196.73 |
| B. FILING 1 DISTRICT WATER | \$1,375,070.98 |
| C. FILING 1 DISTRICT SANITARY SEWER/STORM SEWER/PONDS | |
| SANITARY SEWER DISTRICT SUBTOTAL | \$164,837.00 |
| STORM SEWER DISTRICT SUBTOTAL | \$718,970.85 |
| PONDS | \$608,519.35 |
| CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. (22.5%) | \$402,775.52 |
| | TOTAL \$2,192,888.92 |
| D. FILING 1 DISTRICT LANDSCAPING AND IRRIGATION | \$1,096,750.00 |

| | |
|-----------------------------------|-----------------------|
| GRAND TOTAL DISTRICT COSTS | \$8,055,906.63 |
| GRAND TOTAL PER LOT | \$57,542.19 |

* ASSUMED PAVEMENT SECTIONS:
 COLLECTOR: 7" HOT BITUMINOUS PAVEMENT (HBP)/12" AGGREGATE BASE COURSE (ABC)
 ARTERIAL: 8" HBP/10" ABC
 LOCAL: 6" HBP/6" ABC

ENGINEER'S PROBABLE COST ESTIMATE

Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
 7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | | | |
| FILING 1 DISTRICT COSTS | | | | |
| A. STREETS | | | | |
| 1A. JEWELL AVENUE (ARTERIAL) (FILING 1) | | | | |
| A. Asphalt Pavement (8.0" Thick) | 431 | TON | \$136.00 | \$58,597.87 |
| B. Aggregate Base Course (10.0" Thick) | 467 | TON | \$30.00 | \$14,014.88 |
| C. Chemically Treated Subgrade (12.0" Thick) | 937 | SY | \$20.73 | \$19,417.10 |
| D. Moisture Treated Subgrade (18.0" Thick) | 937 | SY | \$5.43 | \$5,086.10 |
| E. Vertical Catch Curb & Gutter | 14 | LF | \$33.00 | \$471.90 |
| F. Sidewalk (6" depth) (6' Width) | 0 | SY | \$50.00 | \$0.00 |
| G. Pedestrian Curb Ramps | 0 | EA | \$1,950.00 | \$0.00 |
| H. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| I. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| J. Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| K. Misc. Signs | 0 | EA | \$250.00 | \$0.00 |
| L. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| M. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| N. Mill and Overlay (2" Depth by 2' Width) | 1,008 | SF | \$2.65 | \$2,671.20 |
| O. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| P. Pavement Marking Paint (Striping) | 0.0 | GAL | \$456.00 | \$0.00 |
| SUBTOTAL JEWELL AVENUE | | | | \$100,259.04 |
| 2A. HARVEST ROAD (COLLECTOR) (FILING 1) | | | | |
| A. Asphalt Pavement (7.0" Thick) | 2,880 | TON | \$136.00 | \$391,626.20 |
| B. Aggregate Base Course (12.0" Thick) | 4,282 | TON | \$30.00 | \$128,455.40 |
| C. Chemically Treated Subgrade (12.0" Thick) | 4,025 | SY | \$20.73 | \$83,436.75 |
| D. Moisture Treated Subgrade (18.0" Thick) | 4,025 | SY | \$5.43 | \$21,855.36 |
| E. Moisture Treated Subgrade (30.0" Thick) | 3,129 | SY | \$9.05 | \$28,320.79 |
| F. Vertical Catch Curb & Gutter | 2,041 | LF | \$33.00 | \$67,366.86 |
| G. Sidewalk (6" depth) (6' Width) | 1,253 | SY | \$50.00 | \$62,639.78 |
| H. Pedestrian Curb Ramps | 3 | EA | \$1,950.00 | \$5,850.00 |
| I. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,650.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 9 | EA | \$8,900.00 | \$80,100.00 |
| L. Misc. Signs | 12 | EA | \$250.00 | \$3,000.00 |
| M. Range Boxes | 0 | EA | \$4,500.00 | \$0.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 5,192 | SF | \$2.65 | \$13,758.99 |
| P. Preformed Plastic Pavement Markings | 232 | SF | \$20.00 | \$4,648.00 |
| Q. Pavement Marking Paint (Striping) | 9 | GAL | \$456.00 | \$3,979.01 |
| SUBTOTAL HARVEST ROAD | | | | \$895,037.13 |

FILING 1 DISTRICT COSTS

A. STREETS

3A. SOUTH KEWAUNEE STREET (LOCAL) (FILING 1)

| | <u>ESTIMATED</u> <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|-------------------------------------|-------------|------------------|-------------------|
| A. Asphalt Pavement (6.0" Thick) | 856 | TON | \$136.00 | \$116,466.39 |
| B. Aggregate Base Course (6.0" Thick) | 743 | TON | \$30.00 | \$22,284.25 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 2,482 | SY | \$5.43 | \$13,478.53 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,489 | LF | \$33.00 | \$49,148.22 |
| G. Sidewalk (6" depth) (5.5' Width) | 455 | SY | \$50.00 | \$22,753.81 |
| H. Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. Misc. Signs | 1 | EA | \$250.00 | \$250.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |
| R. Temporary Street Improvements (signs, barricades) | 1 | LS | \$1,500.00 | \$1,500.00 |

SUBTOTAL KEWAUNEE STREET \$273,881.19

4A. EAST WARREN AVENUE (COLLECTOR) (FILING 1)

| | | | | |
|--|-------|-----|------------|--------------|
| A. Asphalt Pavement (7.0" Thick) | 2,182 | TON | \$136.00 | \$296,795.05 |
| B. Aggregate Base Course (12.0" Thick) | 3,245 | TON | \$30.00 | \$97,350.29 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 5,422 | SY | \$5.43 | \$29,440.94 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,683 | LF | \$33.00 | \$55,527.78 |
| G. Sidewalk (6" depth) (6' Width) | 1,122 | SY | \$50.00 | \$56,088.67 |
| H. Pedestrian Curb Ramps | 6 | EA | \$1,950.00 | \$11,700.00 |
| J. Pedestrian Mid-Block Curb Ramps | 2 | EA | \$1,650.00 | \$3,300.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,951.35 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 3 | EA | \$4,500.00 | \$13,500.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 5 | GAL | \$456.00 | \$2,325.13 |

SUBTOTAL WARREN AVENUE \$596,479.21

FILING 1 DISTRICT COSTS

A. STREETS

5A. EAST PACIFIC AVENUE (LOCAL) (FILING 1)

| | ESTIMATED QUANTITY | UNIT | UNIT COST | TOTAL COST |
|--|-----------------------|------|------------|--------------|
| A. Asphalt Pavement (6.0" Thick) | 2,051 | TON | \$ 136.00 | \$278,926.45 |
| B. Aggregate Base Course (6.0" Thick) | 1,779 | TON | \$30.00 | \$53,389.14 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 5,945 | SY | \$5.43 | \$32,280.08 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 3,567 | LF | \$33.00 | \$117,706.38 |
| G. Sidewalk (6" depth) (5.5' Width) | 1,090 | SY | \$50.00 | \$54,493.69 |
| H. Pedestrian Curb Ramps | 4 | EA | \$1,950.00 | \$7,800.00 |
| J. Pedestrian Mid-Block Curb Ramps | 0 | EA | \$1,050.00 | \$0.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 3 | EA | \$8,900.00 | \$26,700.00 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 2 | EA | \$4,500.00 | \$9,000.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |

SUBTOTAL PACIFIC AVENUE \$580,777.75

6A. SOUTH JACKSON GAP STREET (LOCAL) (FILING 1)

| | | | | |
|--|-------|-----|------------|--------------|
| A. Asphalt Pavement (6.0" Thick) | 1,076 | TON | \$ 136.00 | \$146,349.74 |
| B. Aggregate Base Course (6.0" Thick) | 933 | TON | \$30.00 | \$28,002.02 |
| C. Chemically Treated Subgrade (12.0" Thick) | 0 | SY | \$20.73 | \$0.00 |
| D. Moisture Treated Subgrade (18.0" Thick) | 3,119 | SY | \$5.43 | \$16,936.89 |
| E. Moisture Treated Subgrade (30.0" Thick) | 0 | SY | \$9.05 | \$0.00 |
| F. Vertical Catch Curb & Gutter | 1,871 | LF | \$33.00 | \$61,758.84 |
| G. Sidewalk (6" depth) (5.5' Width) | 572 | SY | \$50.00 | \$28,592.06 |
| H. Pedestrian Curb Ramps | 8 | EA | \$1,950.00 | \$15,600.00 |
| J. Pedestrian Mid-Block Curb Ramps | 1 | EA | \$1,050.00 | \$1,050.00 |
| J. Cross Pan | 0 | SY | \$145.00 | \$0.00 |
| K. Street Lights - 75 W 14' | 0 | EA | \$8,900.00 | \$0.00 |
| L. Misc. Signs | 2 | EA | \$250.00 | \$500.00 |
| M. Range Boxes | 5 | EA | \$4,500.00 | \$22,500.00 |
| N. Earthwork | 0 | CY | \$3.25 | \$0.00 |
| O. Mill and Overlay (2" Depth by 2' Width) | 0 | SF | \$2.65 | \$0.00 |
| P. Preformed Plastic Pavement Markings | 0 | SF | \$20.00 | \$0.00 |
| Q. Pavement Marking Paint (Striping) | 0 | GAL | \$456.00 | \$0.00 |

SUBTOTAL JACKSON GAP STREET \$321,869.55

SUBTOTAL STREETS \$2,768,323.87

7A. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT.

| | |
|--|--------------|
| A. Contingency (10% of Total) | \$276,832.39 |
| B. Permits (2% of Total) | \$55,366.48 |
| C. Inspections and Materials Testing (3% of Total) | \$83,049.72 |
| D. Surveying (2.5% of Total) | \$69,208.10 |
| E. Construction Management (4% of Total) | \$110,732.95 |
| F. Mobilization (1% of Total) | \$27,883.24 |

Subtotal \$622,872.87

GRAND TOTAL STREETS \$3,391,196.73

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | | |
|---|---------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL COST</u> |
| FILING 1 DISTRICT COSTS | | | | |
| B. WATER | | | | |
| 1B. JEWELL AVENUE WATER (NO WATER INFRASTRUCTURE PROPOSED) | | | | |
| 2B. HARVEST ROAD WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 508 | LF | \$116.00 | \$58,928.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 6 | EA | \$1,200.00 | \$7,200.00 |
| E. 2" Temp Blow Off Assembly | 3 | EA | \$3,950.00 | \$11,850.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 5 | EA | \$4,100.00 | \$20,500.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 508 | LF | \$3.00 | \$1,524.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| | SUBTOTAL HARVEST ROAD | | | \$183,488.00 |
| 3B. SOUTH KEWAUNEE STREET WATER (FILING 1) | | | | |
| A. 8" PVC | 0 | LF | \$64.00 | \$0.00 |
| B. 12" PVC | 750 | LF | \$116.00 | \$87,000.00 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 4 | EA | \$1,200.00 | \$4,800.00 |
| E. 2" Temp Blow Off Assembly | 1 | EA | \$3,950.00 | \$3,950.00 |
| F. Fire Hydrant Assembly | 0 | EA | \$11,500.00 | \$0.00 |
| G. 8" Gate Valves | 0 | EA | \$2,100.00 | \$0.00 |
| H. 12" Gate Valves | 7 | EA | \$4,100.00 | \$28,700.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 1 | EA | \$10,000.00 | \$10,000.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 7 | EA | \$250.00 | \$1,750.00 |
| M. Pressure Test | 750 | LF | \$3.00 | \$2,250.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (water connection, plugs) | 1 | LS | \$11,000.00 | \$11,000.00 |
| | SUBTOTAL KEWAUNEE STREET | | | \$149,450.00 |

FILING 1 DISTRICT COSTS

B. WATER

**ESTIMATED
QUANTITY UNIT UNIT COST TOTAL COST**

4B. EAST WARREN AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 3,739 | LF | \$64.00 | \$239,274.24 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 9 | EA | \$700.00 | \$6,300.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 2 | EA | \$11,500.00 | \$23,000.00 |
| G. 8" Gate Valves | 15 | EA | \$2,100.00 | \$31,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 5 | EA | \$6,200.00 | \$31,000.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 1 | EA | \$5,368.00 | \$5,368.00 |
| L. Adjust Valves | 15 | EA | \$250.00 | \$3,750.00 |
| M. Pressure Test | 3,739 | LF | \$3.00 | \$11,215.98 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$15,800.00 | \$15,800.00 |

SUBTOTAL WARREN AVENUE \$367,208.22

5B. EAST PACIFIC AVENUE WATER (FILING 1)

| | | | | |
|---|-------|----|-------------|--------------|
| A. 8" PVC | 21 | LF | \$64.00 | \$1,344.00 |
| B. 12" PVC | 1,783 | LF | \$116.00 | \$206,877.88 |
| C. 8" Fittings (plug, tee, bend) | 0 | EA | \$700.00 | \$0.00 |
| D. 12" Fittings (plug, tee, bend) | 10 | EA | \$1,200.00 | \$12,000.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 3 | EA | \$11,500.00 | \$34,500.00 |
| G. 8" Gate Valves | 1 | EA | \$2,100.00 | \$2,100.00 |
| H. 12" Gate Valves | 6 | EA | \$4,100.00 | \$24,600.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$6,200.00 | \$0.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 4 | EA | \$10,000.00 | \$40,000.00 |
| K. Connect to Existing Water Line | 2 | EA | \$5,368.00 | \$10,736.00 |
| L. Adjust Valves | 1 | EA | \$250.00 | \$250.00 |
| M. Pressure Test | 21 | LF | \$3.00 | \$63.00 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 1 | LS | \$7,900.00 | \$7,900.00 |

SUBTOTAL PACIFIC AVENUE \$340,370.88

6B. SOUTH JACKSON GAP STREET WATER (FILING 1)

| | | | | |
|---|-----|----|-------------|-------------|
| A. 8" PVC | 927 | LF | \$64.00 | \$59,357.44 |
| B. 12" PVC | 0 | LF | \$116.00 | \$0.00 |
| C. 8" Fittings (plug, tee, bend) | 8 | EA | \$700.00 | \$4,200.00 |
| D. 12" Fittings (plug, tee, bend) | 0 | EA | \$1,200.00 | \$0.00 |
| E. 2" Temp Blow Off Assembly | 0 | EA | \$3,950.00 | \$0.00 |
| F. Fire Hydrant Assembly | 1 | EA | \$11,500.00 | \$11,500.00 |
| G. 8" Gate Valves | 5 | EA | \$2,100.00 | \$10,500.00 |
| H. 12" Gate Valves | 0 | EA | \$4,100.00 | \$0.00 |
| I. 8" Waterline Lowerings (4 Vert. Bends Ea) | 2 | EA | \$6,200.00 | \$12,400.00 |
| J. 12" Waterline Lowerings (4 Vert. Bends Ea) | 0 | EA | \$10,000.00 | \$0.00 |
| K. Connect to Existing Water Line | 0 | EA | \$5,368.00 | \$0.00 |
| L. Adjust Valves | 5 | EA | \$250.00 | \$1,250.00 |
| M. Pressure Test | 927 | LF | \$3.00 | \$2,782.38 |
| N. Irrigation Meter | 0 | EA | \$7,000.00 | \$0.00 |
| O. Temporary Improvements (plugs) | 0 | LS | \$7,900.00 | \$0.00 |

SUBTOTAL JACKSON GAP STREET \$101,989.82

SUBTOTAL WATER \$1,122,508.92

FILING 1 DISTRICT COSTS
B. WATER

ESTIMATED
QUANTITY UNIT UNIT COST TOTAL COST

7B. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT

| | |
|--|--------------|
| A. Contingency (10% of Total) | \$112,250.89 |
| B. Permits (2% of Total) | \$22,450.14 |
| C. Inspections and Materials Testing (3% of Total) | \$33,675.21 |
| D. Surveying (2.5% of Total) | \$28,062.67 |
| E. Construction Management (4% of Total) | \$44,900.28 |
| F. Mobilization (1% of Total) | \$11,225.07 |

Subtotal **\$252,564.06**

GRAND TOTAL WATER **\$1,375,070.98**

ENGINEER'S PROBABLE COST ESTIMATE
Harvest Crossing
District Improvement Quantities - Filing 1
Aurora, CO
7/13/2023

Prepared by:
JR ENGINEERING
7200 Alton Way, Suite C400; Centennial, CO 80112

| | <u>ESTIMATED</u> | | <u>UNIT COST</u> | <u>TOTAL COST</u> |
|--|------------------------------------|-------------|------------------|---------------------|
| | <u>QUANTITY</u> | <u>UNIT</u> | | |
| FILING 1 DISTRICT COSTS | | | | |
| C. SANITARY/STORM SEWER | | | | |
| 1C. JEWELL AVENUE SANITARY SEWER (NO INFRASTRUCTURE PROPOSED) | | | | |
| 2C. EAST WARREN AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 0 | LF | \$60.00 | \$0.00 |
| B. 4' Manholes (<20' Cut) | 3 | EA | \$5,000.00 | \$15,000.00 |
| C. Adjust Manholes | 3 | EA | \$400.00 | \$1,200.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 0 | LF | \$3.00 | \$0.00 |
| | SUBTOTAL WARREN AVENUE | | | \$16,200.00 |
| 3C. EAST PACIFIC AVENUE SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 1,434 | LF | \$60.00 | \$86,040.00 |
| B. 4' Manholes (<20' Cut) | 10 | EA | \$5,000.00 | \$50,000.00 |
| C. Adjust Manholes | 10 | EA | \$400.00 | \$4,000.00 |
| D. 4" Services | 0 | EA | \$1,400.00 | \$0.00 |
| E. Connect to Existing Sanitary Sewer | 1 | EA | \$4,295.00 | \$4,295.00 |
| F. Jett & Clean | 1,434 | LF | \$3.00 | \$4,302.00 |
| | SUBTOTAL PACIFIC AVENUE | | | \$148,637.00 |
| 4C. SOUTH JACKSON GAP STREET SANITARY SEWER (FILING 1) | | | | |
| A. 8" PVC SDR-35 | 671 | LF | \$60.00 | \$40,260.00 |
| B. 4' Manholes (<20' Cut) | 4 | EA | \$5,000.00 | \$20,000.00 |
| C. Adjust Manholes | 4 | EA | \$400.00 | \$1,600.00 |
| D. 4" Services | 6 | EA | \$1,400.00 | \$8,400.00 |
| E. Connect to Existing Sanitary Sewer | 0 | EA | \$4,295.00 | \$0.00 |
| F. Jett & Clean | 671 | LF | \$3.00 | \$2,013.00 |
| | SUBTOTAL JACKSON GAP STREET | | | \$72,273.00 |
| | SUBTOTAL SANITARY SEWER | | | \$237,110.00 |

| FILING 1 DISTRICT COSTS | | | | |
|--|------------------|-------------|---------------------|-------------|
| C. SANITARY/STORM SEWER | | | | |
| | <u>ESTIMATED</u> | | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL COST</u> | |
| <u>UNIT COST</u> | | | | |
| 5C. HARVEST ROAD STORM SEWER (FILING 1) | | | | |
| A. 5' Type R Inlet | 1 | EA | \$7,500.00 | \$7,500.00 |
| B. 10' Type R Inlet | 2 | EA | \$11,000.00 | \$22,000.00 |
| C. 15' Type R Inlet | 1 | EA | \$16,440.00 | \$16,440.00 |
| D. 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 | \$18,000.00 |
| E. 5' Manhole | 4 | EA | \$6,300.00 | \$25,200.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 | \$36,000.00 |
| G. 18" RCP | 325 | LF | \$80.00 | \$26,000.00 |
| H. 24" RCP | 133 | LF | \$110.00 | \$14,630.00 |
| I. 30" RCP | 513 | LF | \$130.00 | \$66,690.00 |
| J. 36" RCP | 0 | LF | \$165.00 | \$0.00 |
| K. 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 | \$0.00 |
| M. Remove Existing 42" FES | 1 | EA | \$483.00 | \$483.00 |
| SUBTOTAL HARVEST ROAD | | | \$232,953.00 | |
| 6C. SOUTH KEWAUNEE STREET STORM SEWER (FILING 1) | | | | |
| A. 5' Type R Inlet | 2 | EA | \$7,500.00 | \$15,000.00 |
| B. 10' Type R Inlet | 1 | EA | \$11,000.00 | \$11,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. 6" Perforated PVC Edge Drain | 300 | LF | \$45.00 | \$13,500.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| F. 6' Manhole | 4 | EA | \$9,000.00 | \$36,000.00 |
| G. 6'x6' Box Base Manhole | 1 | EA | \$30,000.00 | \$30,000.00 |
| H. 18" RCP | 0 | LF | \$80.00 | \$0.00 |
| I. 24" RCP | 0 | LF | \$110.00 | \$0.00 |
| J. 30" RCP | 507 | LF | \$130.00 | \$65,860.60 |
| K. 36" RCP | 42 | LF | \$165.00 | \$6,875.55 |
| L. 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| M. Adjust Manholes | 4 | EA | \$895.00 | \$3,580.00 |
| N. Temporary Improvements (Type D Inlet, FES, Swals, Riprap) | 1 | LS | \$15,000.00 | \$15,000.00 |
| SUBTOTAL KEWAUNEE STREET | | | \$198,816.15 | |
| 7C. EAST WARREN AVENUE STORM SEWER (FILING 1) | | | | |
| A. 5' Type R Inlet | 0 | EA | \$7,500.00 | \$0.00 |
| B. 10' Type R Inlet | 0 | EA | \$11,000.00 | \$0.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 | \$0.00 |
| D. 6" Perforated PVC Edge Drain | 0 | LF | \$45.00 | \$0.00 |
| E. 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| F. 6' Manhole | 0 | EA | \$9,000.00 | \$0.00 |
| G. 18" RCP | 0 | LF | \$80.00 | \$0.00 |
| H. 24" RCP | 0 | LF | \$110.00 | \$0.00 |
| I. 30" RCP | 0 | LF | \$130.00 | \$0.00 |
| J. 36" RCP | 0 | LF | \$165.00 | \$0.00 |
| K. 42" RCP | 0 | LF | \$200.00 | \$0.00 |
| L. Adjust Manholes | 0 | EA | \$895.00 | \$0.00 |
| M. Temporary Improvements (Type D Inlets) | 1 | LS | \$12,000.00 | \$12,000.00 |
| SUBTOTAL WARREN AVENUE | | | \$12,000.00 | |

| FILING 1 DISTRICT COSTS | | | |
|---|------------------|-------------|------------------------------------|
| C. SANITARY/STORM SEWER | | | |
| | <u>ESTIMATED</u> | | |
| | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> <u>TOTAL COST</u> |
| 8C. EAST PACIFIC AVENUE STORM SEWER (FILING 1) | | | |
| A. 5' Type R Inlet | 5 | EA | \$7,500.00 \$37,500.00 |
| B. 10' Type R Inlet | 3 | EA | \$11,000.00 \$33,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 \$0.00 |
| D. 6" Perforated PVC Edge Drain | 800 | LF | \$45.00 \$36,000.00 |
| E. 5' Manhole | 12 | EA | \$6,300.00 \$75,600.00 |
| F. 6' Manhole | 0 | EA | \$9,000.00 \$0.00 |
| G. 18" RCP | 752 | LF | \$80.00 \$60,160.00 |
| H. 24" RCP | 220 | LF | \$110.00 \$24,168.10 |
| I. 30" RCP | 0 | LF | \$130.00 \$0.00 |
| J. 36" RCP | 0 | LF | \$165.00 \$0.00 |
| K. 42" RCP | 0 | LF | \$200.00 \$0.00 |
| L. Adjust Manholes | 12 | EA | \$895.00 \$10,740.00 |
| SUBTOTAL PACIFIC AVENUE | | | \$277,201.70 |
| 8C. SOUTH JACKSON GAP STREET (FILING 1) | | | |
| A. 5' Type R Inlet | 2 | EA | \$7,500.00 \$15,000.00 |
| B. 10' Type R Inlet | 2 | EA | \$11,000.00 \$22,000.00 |
| C. 15' Type R Inlet | 0 | EA | \$16,440.00 \$0.00 |
| D. 6" Perforated PVC Edge Drain | 400 | LF | \$45.00 \$18,000.00 |
| E. 5' Manhole | 2 | EA | \$6,300.00 \$12,600.00 |
| F. 6' Manhole | 6 | EA | \$9,000.00 \$54,000.00 |
| G. 18" RCP | 165 | LF | \$80.00 \$13,189.80 |
| H. 24" RCP | 0 | LF | \$110.00 \$0.00 |
| I. 30" RCP | 0 | LF | \$130.00 \$0.00 |
| J. 36" RCP | 434 | LF | \$165.00 \$71,583.60 |
| K. 42" RCP | 0 | LF | \$200.00 \$0.00 |
| L. Adjust Manholes | 8 | EA | \$895.00 \$7,160.00 |
| M. Temporary Improvements (Type D Inlet) | 1 | LS | \$12,000.00 \$12,000.00 |
| SUBTOTAL JACKSON GAP STREET | | | \$225,513.20 |
| SUBTOTAL STORM SEWER | | | \$944,484.05 |
| FILING 1 | | | |
| 10C. POND A (B2 IN MASTER DRAINAGE REPORT) | | | |
| A. Earthwork | 6,008 | CY | \$3.25 \$19,526.00 |
| B. Concrete Forebay | 3 | EA | \$15,500.00 \$46,500.00 |
| C. Concrete Trickle Channel | 823 | LF | \$105.00 \$86,405.55 |
| D. Retaining Wall | 876 | SF | \$45.00 \$39,412.80 |
| E. Outlet Structure | 1 | EA | \$17,500.00 \$17,500.00 |
| F. Maintenance Access Road (10'-12' Wide) | 818 | SY | \$15.00 \$9,267.90 |
| G. Concrete Cutoff Wall-Emergency Overflow | 43 | SY | \$160.00 \$6,933.33 |
| H. Type VI Riprap (12" Thick) | 403 | SY | \$120.00 \$48,366.00 |
| I. 5' Manhole | 0 | EA | \$6,300.00 \$0.00 |
| J. 24" RCP | 0 | LF | \$150.00 \$0.00 |
| K. 36" RCP | 0 | LF | \$200.00 \$0.00 |
| Subtotal | | | \$252,911.58 |

| FILING 1 DISTRICT COSTS | | ESTIMATED | | | |
|---|---|------------------|-------------|------------------|-----------------------|
| C. SANITARY/STORM SEWER | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 11C. POND T INTERIM (B1 IN MASTER DRAINAGE REPORT) | | | | | |
| A. | Earthwork | 1,557 | CY | \$3.25 | \$5,060.25 |
| B. | Concrete Forebay | 1 | EA | \$15,500.00 | \$15,500.00 |
| C. | Concrete Trickle Channel | 192 | LF | \$105.00 | \$20,160.00 |
| D. | Retaining Wall | 0 | SF | \$100.00 | \$0.00 |
| E. | Outlet Structure | 1 | EA | \$17,500.00 | \$17,500.00 |
| F. | Maintenance Access Road (10'-12' Wide) | 408 | SY | \$15.00 | \$6,120.00 |
| G. | Concrete Cutoff Wall-Emergency Overflow | 14 | SY | \$160.00 | \$2,240.00 |
| H. | Type VL Riprap (12" Thick) | 78 | SY | \$120.00 | \$9,360.00 |
| I. | Type M Riprap (24" Thick) | 97 | SY | \$160.00 | \$15,520.00 |
| J. | 2' Concrete Pan | 319 | LF | \$45.00 | \$14,355.00 |
| K. | 5' Manhole | 0 | EA | \$6,300.00 | \$0.00 |
| L. | 24" RCP | 0 | LF | \$150.00 | \$0.00 |
| M. | 36" RCP | 0 | LF | \$200.00 | \$0.00 |
| Subtotal | | | | | \$106,868.77 |
| 12C. POND C3 | | | | | |
| A. | Earthwork | 5,032 | CY | \$3.25 | \$16,354.00 |
| B. | Infrastructure | 1 | LS | \$233,385.00 | \$233,385.00 |
| Subtotal | | | | | \$249,739.00 |
| SUBTOTAL PONDS | | | | | \$608,519.35 |
| SUBTOTAL SANITARY/STORM SEWER/PONDS | | | | | \$1,790,113.40 |
| 13C. CONTINGENCIES/PERMITS/TESTING/STAKING/CONST.MGMT. | | | | | |
| A. | Contingency (10% of Total) | | | | \$179,011.34 |
| B. | Permits (2% of Total) | | | | \$35,802.27 |
| C. | Inspections and Materials Testing (3% of Total) | | | | \$53,703.40 |
| D. | Surveying (2.5% of Total) | | | | \$44,752.84 |
| E. | Construction Management (4% of Total) | | | | \$71,604.54 |
| F. | Mobilization (1% of Total) | | | | \$17,901.13 |
| Subtotal | | | | | \$402,775.52 |
| GRAND TOTAL SANITARY/STORM SEWER | | | | | \$2,192,888.92 |



PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on February 1, 2023 is by and between Harvest Crossing MD#3 with address at 5950 S. Willow Drive, Suite 225 Greenwood Village CO 80111 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"
HARVEST CROSSING MD#3**

**APPROVED FOR "LJA"
LJA ENGINEERING, INC.**

By: _____

By:  _____

Printed Name: _____

Printed Name: Tess Rae Hogan

Title: _____

Title: Sr. Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be

identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

10. INDEMNITY. LJA shall indemnify and hold harmless Client from claims, costs, losses, or damage sustained by Client or its employees provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, but only to the extent actually and

directly caused by LJA's failure to adhere to the standard of care described herein.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign

this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

16. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. DISPUTE RESOLUTION. Except for claims involving the payment of unpaid amounts due to LJA from Client for Services rendered, the parties shall attempt to settle all claims, disputes, and controversies ("Claims") arising out of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such Claims to a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any lawsuit, adjudicative action, or proceeding. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain payment for its Services. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

20. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

21. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.04NOV2022

ATTACHMENT B

| LABOR CATEGORY | BILLING RATES | |
|---|---------------|----------|
| | Lowest | Highest |
| Department Head (VP, Division Manager) | \$225.00 | \$290.00 |
| Group Manager | \$180.00 | \$240.00 |
| Sr. Project Manager | \$180.00 | \$240.00 |
| Project Manager | \$140.00 | \$200.00 |
| Sr. Project Engineer | \$140.00 | \$200.00 |
| Professional Engineer (Project Engineer, APM) | \$120.00 | \$175.00 |
| Graduate/Design Engineer | \$ 90.00 | \$130.00 |
| Sr. Civil Designer | \$ 90.00 | \$130.00 |
| Civil Designer | \$ 80.00 | \$110.00 |
| Resident Project Representative | \$ 85.00 | \$150.00 |
| GIS Analyst | \$ 75.00 | \$110.00 |
| Clerical (Admin. Assistant) | \$ 60.00 | \$110.00 |
| Intern | \$ 45.00 | \$ 75.00 |

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

Reimbursable Expenses

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.