

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1, 2 & 3
(COLLECTIVELY THE “DISTRICTS”)**

8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Boards of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2022/May 2023
VACANT	Assistant Secretary	2023/May 2022
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **April 27, 2022**
TIME: **3:00 P.M.**
PLACE: **Construction Trailer (formerly Information Center)
3900 E. 470 Beltway
Aurora, CO 80019**

THIS DISTRICT BOARD MEETING WILL ALSO BE ACCESSIBLE BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:

1. To attend via Zoom Videoconference use the below link:

Join Zoom Meeting
<https://us02web.zoom.us/j/87636891876?pwd=UWRFdnBCaElzSjBHZ0pqNC9hUDNyQT09>

Meeting ID: 876 3689 1876
Passcode: 262946
One tap mobile
1-253-215-8782,*262946

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest and confirm quorum.
- B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Review and consider approval of the November 4, 2021 special meeting minutes.

III. LEGAL MATTERS

- A. Update regarding status of Consolidated Second Amended and Restated Service Plan.
- B. Discuss and consider approval of Amended and Restated Intergovernmental Agreement by and between the City of Aurora, Colorado and the Districts (enclosure).
- C. Discuss and consider approval of The Aurora Highlands Community Authority Board (“CAB”) Second Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, the Districts, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (to be distributed).
 1. Discuss and consider adoption of Resolutions of the Boards of Directors of the Districts Approving the Addition of The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District) into the CAB and authorizing execution of the Second Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, the Districts, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB (to be distributed).
- D. Discuss and direct staff to prepare, record and file an Amended and Restated Disclosure to Purchasers for Aerotropolis Area Coordinating Metropolitan District, the Districts, The Aurora Highlands Metropolitan District No. 6 (formerly known as First Creek Ranch Metropolitan District), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 and the CAB, in compliance with requirements of the districts’ service plans.
- E. Conduct Public Hearing to consider the inclusion of approximately 58.990 acres of property owned by Aurora Highlands, LLC into The Aurora Highlands Metropolitan District No. 1 boundaries. Consider The Aurora Highlands Metropolitan District No. 1; adoption of Resolution for Inclusion of Real Property (order enclosure; resolution to be distributed).
- F. Update on the Districts’ Regular Elections.

IV. FINANCIAL MATTERS

A. None.

V. MANAGER MATTERS

A. None.

VI. CONSTRUCTION MATTERS

A. None.

VII. OTHER BUSINESS

A. None.

VIII. ADJOURNMENT

THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 3, 2022

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1, 2, AND 3**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20___, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1, THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 2, and THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

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

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City, and the Districts previously entered into that certain Intergovernmental Agreement dated October 30, 2017 (the “Original IGA”); and

WHEREAS, upon execution of this Amended and Restated Intergovernmental Agreement by the City and the Districts, this Amended and Restated Intergovernmental Agreement is intended to amend and restate the Original IGA in its entirety; and

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

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

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to

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

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

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

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

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

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

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

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

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

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District's boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not, without the prior written consent of the City, consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

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

10. Total Debt Issuance. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

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

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

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

14. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, or ATEC MD No. 2.

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

- (a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
- (b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed

a material modification of this Second Amended and Restated Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

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

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

18. Disclosure to Purchasers. Subsequent to the City's approval of this Second Amended and Restated Service Plan:

(a) The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges;

(b) The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District Nos. 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, The Aurora Highlands Metropolitan District Nos. 4, The Aurora Highlands Metropolitan District No. 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the

improvements contemplated herein. The Districts, with the AACMD, The Aurora Highlands Metropolitan District Nos. 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), TAH CAB, ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

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

22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be

amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. In no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

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

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

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

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

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

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

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

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

24. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

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

To The Aurora Highlands Metropolitan District Nos. 1-3:	The Aurora Highlands Metropolitan District Nos. 1, 2, and 3 c/o Cockrel Ela Glesne Greher & Ruhland 390 Union Boulevard, Suite 400 Denver, Colorado 80228 Attn: Matthew R. Ruhland Phone: (303) 986-1551
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To the City:	City of Aurora 15151 E. Alameda Pkwy., 5th Floor Aurora, CO 80012 Attn: Daniel L. Brotzman, City Attorney Phone: (303) 739-7030 Fax: (303-739-7042
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All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGES TO AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

**ORDER BY BOARD OF DIRECTORS OF
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1
FOR INCLUSION OF REAL PROPERTY**

WHEREAS, there was filed with the Board of Directors (the “**Board**”) of The Aurora Highlands Metropolitan District No. 1 (the “**District**”) a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of Aurora Highlands, LLC, a Nevada limited liability company (“**Petitioner**”), one hundred percent (100%) fee owner of the real property described in the Petition attached hereto, and requesting that the Board include such property within the District; and

WHEREAS, the Petition was heard at an open meeting of the Board on April 27, 2022, at the hour of 3:00 p.m., at the Construction Trailer (former Information Center), located at 3900 East 470 Beltway, Aurora, CO 80019 and via Zoom: <https://us02web.zoom.us/j/87636891876?pwd=UWRFdnBCaElzSjBHZ0pqNC9hUDNyQT09>; Meeting ID: 876 3689 1876; Passcode: 262946, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be included, in the *Denver Post* on April 25, 2022, which proof of publication is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no objection has been filed to the inclusion of the property into the District; and

WHEREAS, the subject property is capable of being served by the District facilities; and

WHEREAS, it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein; that the boundaries of the District shall be enlarged by the inclusion of the real property described herein; and that the Adams County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be included within the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of The Aurora Highlands Metropolitan District No. 1, duly called and held on April 27, 2022, at the hour of 3:00 p.m. and that the undersigned is the duly acting and authorized Chair of the District.

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
Chair

ATTEST:

By: _____
Secretary

**EXHIBIT A TO ORDER BY BOARD OF DIRECTORS
(PETITION FOR INCLUSION)**

**EXHIBIT B TO ORDER BY BOARD OF DIRECTORS
(PROOF OF PUBLICATION)**