

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)  
COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
Fax: (303) 987-2032

**NOTICE OF A SPECIAL MEETING AND AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2020/May 2018
Kevin Smith	Treasurer	2020/May 2018
Otis Moore, III	Assistant Secretary	2018/May 2018
Theodore Laudick	Assistant Secretary	2018/May 2018
<b>VACANT</b>		2018/May 2018
Ann E. Finn	Secretary	

**DATE:** *February 27, 2018*

**TIME:** *2:00 P.M.*

**PLACE:** Westside Investment Partners, Inc.  
4100 East Mississippi Avenue, Suite 500  
Glendale, CO 80246

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda and confirm location of meeting.

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C. Consider approval of Minutes from the June 29, 2017 Regular Meeting, the July 21, 2017 Special Meeting, the December 4, 2017 Special Meeting, and the December 21, 2017 Special Meeting (to be distributed).

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D. Discuss remaining Board vacancy.

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E. Consider approval of Resolution, Intergovernmental Agreement, and Representative Appointment Form with the Colorado Special Districts Property and Liability Pool and Agency Services Agreement with T. Charles Wilson (**CIC No. 13**) (enclosures).

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II. PUBLIC COMMENTS

A. \_\_\_\_\_

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the period November 8, 2017 through February 2, 2018 (**DHP**) (enclosure).

Fund	
General	\$ 43,040.11
Capital Projects	\$ 1,144,617.11
<b>Total Claims</b>	<b>\$ 1,187,657.22</b>

B. Review and accept Unaudited Financial Statements, dated December 31, 2017 (**DHP** and **CIC No. 14**) (enclosures).

C. Review and consider approval of Application for Exemption from 2017 Audit (**CIC No. 13**) (enclosure).

IV. LEGAL MATTERS

A. Rescind adoption of Resolution No. 2017-12-13; Resolution for Inclusion of Real Property owned by ACM HIGH POINT VI LLC into **CIC No. 13** (50 acres).

B. Conduct Public Hearing to consider inclusion of approximately 0.055 acres of property owned by ACM HIGH POINT VI LLC into **DHP**. Consider adoption of Resolution No. 2018-02-\_\_\_; Resolution for Inclusion of Real Property (**DHP**) (enclosure).

C. Conduct Public Hearing to consider inclusion of approximately 55.927 acres of property owned by ACM HIGH POINT VI LLC into **CIC No. 13**. Consider adoption of Resolution No. 2018-02-\_\_\_; Resolution for Inclusion of Real Property (**CIC No. 13**) (enclosure).

- D. Conduct Public Hearing to consider inclusion of approximately 256.051 acres of property owned by ACM HIGH POINT VI LLC into **CIC No. 14**. Consider adoption of Resolution No. 2018-02-\_\_\_; Resolution for Inclusion of Real Property (**CIC No. 14**) (enclosure).
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- E. Conduct Public Hearing to consider exclusion of approximately 311.978 acres of property owned by ACM HIGH POINT VI LLC from **DHP**. Consider adoption of Resolution No. 2018-02-\_\_\_; Resolution for Exclusion of Real Property (**DHP**) (enclosure).
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- F. Conduct Public Hearing to consider exclusion of approximately 29.788 acres of property owned by ACM HIGH POINT VI LLC from **CIC No. 14**. Consider adoption of Resolution No. 2018-02-\_\_\_; Resolution for Exclusion of Real Property (**CIC No. 14**) (enclosure).
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- G. Consider authorization of engineer to update District Boundary Maps.
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- H. (**CIC No. 14**) Discuss status of Limited Tax General Obligation Refunding and Improvement Bonds, Series 2018 (“**CIC No. 14 Bonds**”).
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1. Ratify approval of Letter Agreement for Investment Banking Services with D.A. Davidson & Co. (**CIC No. 14**) (enclosure).
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2. Authorize any necessary actions required in connection with the CIC No. 14 Bonds.
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- I. Discuss cost sharing between the Districts and Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 3 & 4.
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- J. Discuss status of Drainage Easement.
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- K. Review and consider approval of Permit from Seismic Acquisition Services to conduct geophysical operations on District Property (**DHP**) (enclosure).
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- L. Review and consider adoption of the following resolutions (to be distributed):

- 1. Resolution No. 2018-02-\_\_\_, Amended and Restated Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Concerning the Imposition of Facilities Fees (**DHP & CIC No. 13**).

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- 2. Resolution No. 2018-02-\_\_\_, Amended and Restated Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Concerning the Imposition of Facilities Fees (**DHP & CIC No. 14**).

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- 3. Resolution No. 2018-02-\_\_\_, Amended and Restated Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Concerning the Imposition of Regional Development Fees (**DHP & CIC No. 13**).

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- 4. Resolution No. 2018-02-\_\_\_, Amended and Restated Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Concerning the Imposition of Regional Development Fees (**DHP & CIC No. 14**).

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- 5. Resolution No. 2018-02-\_\_\_, First Amendment to Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 Concerning the Imposition of Maintenance Fees (**DHP & CIC No. 13**).

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- 6. Resolution No. 2018-02-\_\_\_, First Amendment to Joint Resolution of the Board of Directors of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 14 Concerning the Imposition of Maintenance Fees (**DHP & CIC No. 14**).

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V. CONSTRUCTION MATTERS

A. Discuss status of construction projects.

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B. Discuss status of DHP Filing One Infrastructure Project.

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1. Ratify approval of Change Order No. 1 to the contract with Hudick Excavating, Inc., in the amount of \$3,124.91 (**DHP**) (enclosure).

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2. Ratify approval of Change Order No. 2 to the contract with Hudick Excavating, Inc., in the amount of \$19,363.00 (**DHP**) (enclosure).

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3. Ratify approval of Change Order No. 3 to the contract with Hudick Excavating, Inc., in the amount of \$79,334.36 (**DHP**) (enclosure).

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C. Discuss status of Easement Agreement for new sewer line serving the Gaylord Hotel.

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VI. OTHER BUSINESS

A.

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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 14, 2018.**

## **AGENCY SERVICES AGREEMENT**

**District Name: Colorado International Center Metro District No. 13**

T. Charles Wilson Insurance Service ("the Agency") agrees to act as Insurance Agent, representing its multiple resources, for the above-named District. The agent's services for property and liability shall include the following:

1. Review the District's coverage needs, budgets and future plans with the District's Project Manager and, if requested, the District's Board or the Board's designated representative.
2. Review property coverage including physical inspection of the District's property locations (if requested), if the District has real and/or personal property it wishes to insure.
3. Prepare and submit applications to the Colorado Special Districts Property and Liability Pool and at the request of District other standard carriers.
4. Present all quotations on a "net of commission" basis (no commissions in the price) if total annual premiums are less than \$6,000. If over \$6,000, quotes will include commission and no fee will be charged.
5. Prepare separate billings – one for quoted net premiums and one for the services of the Agency.
6. Provide claim services including but not limited to: taking initial calls or reports of claims from Districts Representative or claimants; reporting claims to the districts insurance company; providing insurance related counsel and advice during the claim process to the District and its Representatives; fielding calls from claimants; directing insurance company adjusters to District Representatives.
7. Provide ancillary services on an as-needed basis, including, but not limited to contract language review for insurance purposes (only) or aid in negotiating required insurance terms with entities either requiring insurance of the District or required to have insurance by the District.

## **AGENCY SERVICES AGREEMENT**

### **FEES**

If the total annual premiums of the below policies purchased by the district through the Agency are less than \$6,000, then the Agency shall charge the following fees in lieu of commissions:

\$475 annual fee: Liability, Public Officials Liability, Automobile Liability.

\$275 annual fee: Additional if property coverage is required.

**\* These fees apply as long as mutually acceptable. Subject to inflationary increases not to exceed 4% a year.**

Illegal Aliens Provision. The Agency certifies that the Agency shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement. The Agency represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Agency shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Agency obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Agency shall: (i) notify the subcontractor and the District within three days that the Agency has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Agency shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Agency fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Agency shall be liable for actual and consequential damages to the District. If the Agency participates in the Department Program, the Agency shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

**Please acknowledge your agreement with the terms herein by signing below. The obligation for payment of the above fees shall be the responsibility of the District signing below.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing – Printed or Typed  
Colorado International Center Metropolitan District No. 13

\_\_\_\_\_  
Name of Organization represented by  
above signor – Printed or Typed  
February 27, 2018

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of Directors of Colorado International Center Metropolitan District No. 13 (hereafter referred to as "the District") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 24-10-115.5, 29-13-102, and 29-1-201, et seq., Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages:

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution: and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers:

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chairman of the Board of Directors and President of the District to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff, Seibels & Williams, PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates Ann E. Finn as District's initial Representative to the Pool and designates Ashley B. Frisbie as the District's Alternative Representative.
5. Representative Mailing Address:  
141 Union Boulevard, Suite 150, Lakewood, Colorado 80228

Alternate Representative Mailing Address:

141 Union Boulevard, Suite 150, Lakewood, Colorado 80228



6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool. The District hereby requests, unless other dates are later designated by the District, that coverage should begin on the following dates for the following type of coverage:

<u>Date</u>	<u>Coverage</u>
_____	Workers' Compensation
_____	Property
_____	General Liability
_____	Automobile
_____	Public Officials Liability
_____	Inland Marine
_____	Equipment Breakdown / Boiler & Machinery
_____	Comprehensive Crime

Director \_\_\_\_\_ moved the adoption of the above Resolution.

Director \_\_\_\_\_ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District on the 27th day of February, 2018

\_\_\_\_\_  
Chairman of the Board and  
President of the District

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE  
COLORADO SPECIAL DISTRICTS  
PROPERTY AND LIABILITY POOL**

As Amended  
SEPTEMBER 14, 2011

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**INTERGOVERNMENTAL AGREEMENT FOR THE  
COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

**ARTICLE 1. Definitions**

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who has been designated in writing by a Member as its representative to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, that is a public entity pursuant to 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29, C.R.S., as amended, and are public entities pursuant to 24-10-103(5), C.R.S., as amended.
- 1.9 **SDA BOARD**: The Board of Directors of the Special District Association of Colorado.

**ARTICLE 2. Creation of Pool**

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and

Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.

- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

### **ARTICLE 3. Purposes**

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

### **ARTICLE 4. Non-Waiver of Governmental or Other Immunity**

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts within the State of Colorado. It is the intent of the Members that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Members or their public employees, as defined in 24-10-103(4), C.R.S., as amended.

### **ARTICLE 5. Participation**

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and which properly enter into and adopt this Pool Agreement.
- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.

- 5.3 A Member may participate in the Pool for either or both of the following purposes:
1. The property and liability coverages authorized by sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
  2. The workers' compensation coverages authorized by sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 of this Article may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 of this Article and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.

#### **ARTICLE 6. Board of Directors and Officers**

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any nomination must be approved by the Board of Directors of the Member submitting the nomination.
- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.

- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
1. Submits a written resignation to the Board.
  2. Dies.
  3. Ceases to be a Member Representative.
  4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
  5. Is convicted of a felony.
- 6.6 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

#### **ARTICLE 7. Meetings of the Board of Directors**

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

**ARTICLE 8. Powers and Duties of the Board of Directors**

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
  2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
  3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or lease equipment, machinery, and personal property.
  4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
  5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
  6. Adopt and adjust the coverages provided through the Pool.
  7. Adopt and adjust contributions to the Pool.
  8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
  9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
  10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
  11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
  12. Appoint committees from time to time as the Board considers desirable.



13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
  14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
  15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
  16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:
1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
  2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
  3. Designate one or more persons or entities to administer the Pool.
  4. Adopt a budget annually and report the budget to the Members.
  5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

#### **ARTICLE 9. Members' Powers and Meetings**

- 9.1 The Members shall have the power to:
- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
  - b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be

shall be established by the Board. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

**ARTICLE 10. Obligations of Members**

10.1 Each Member shall have the obligation to:

- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.

- b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.
- c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.
- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

#### **ARTICLE 11. Contributions**

- 11.1 The Board shall establish Member contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a member, and such disbursements shall not be subject to the provisions of paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be

may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:

1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members of the initial claim year to receive the initial credits.
3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
4. For the purpose of this paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
5. The amount established by the Board for a claim year pursuant to paragraph c., above, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.

8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.
- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

#### **ARTICLE 12. Liability of Directors, Officers and Employees**

- 12.1 No Director, officer, committee member, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, and employee of the

employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

### **ARTICLE 13. Withdrawal of Members**

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
  2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

### **ARTICLE 14. Expulsion of Members**

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within

not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this paragraph 14.1 shall not be subject to the provisions of paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
  2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in paragraph c.
  3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

#### **ARTICLE 15. Effect of Withdrawal or Expulsion**

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled Member shall

shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

#### **ARTICLE 16. Miscellaneous**

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.



- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
  2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
  3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: February 27, 2018

Special District: Colorado International Center Metropolitan District No. 13

By: \_\_\_\_\_  
 Title: Chairman, Board of Directors and President

Date: February 27, 2018

Attest:

By: \_\_\_\_\_  
Title: Secretary



**Designation of Member Representative and Alternate Member Representative  
for the  
Colorado Special Districts Property and Liability Pool**

Pursuant to Section 10.1(b) of the Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool (CSD Pool), the Board of Directors of the Colorado International Center Metropolitan District No. 13A (District Legal Name)

designates the following individuals as its Member Representative and Alternate Member Representative to the CSD Pool to represent the District's interest in CSD Pool matters on behalf

of the District:

**Ann E. Finn**

Member Representative (Print)

**District Manager**

Association/Position in District

141 Union Boulevard, Suite 150, Lakewood, CO 80228

Address

**303-987-0835**

Phone

**303-987-2032**

Fax

**afinn@sdmsi.com**

Email

**Ashley B. Frisbie**

Alternate Member Representative (Print)

**District Manager**

Association/Position in District

141 Union Boulevard, Suite 150, Lakewood, CO 80228

Address

**303-987-0835**

Phone

**303-987-2032**

Fax

**afrisbie@sdmsi.com**

Email

**Date Authorized:**

**February 27, 2018**

**Authorized Board Signature:**

**Signer's Board Position:**

**President**

**Denver High Point at DIA Metro District**

**Check List**

Interim checks

All Bank Accounts

November 8, 2017 - February 2, 2018

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
2037	12/01/17	All Phase Landscape	3,958.98
2038	12/01/17	Denver Water	1,645.88
2039	12/01/17	Dodge Data & Analytics **VOIDED**	0.00
2040	12/01/17	Ground Engineering Consultants, Inc.	8,886.53
2041	12/01/17	Hudick Excavating Inc	346,502.18
2042	12/01/17	Martin/Martin	10,183.50
2043	12/01/17	McGeady Sisneros, PC	1,576.00
2044	12/01/17	PCS Group Inc	6,507.25
2045	12/01/17	RLI Insurance Company	250.00
2046	12/01/17	Silverbluff Companies, Inc.	15,500.00
2047	12/01/17	White Bear Ankele Tanaka & Waldron	1,129.74
2048	12/01/17	Xcel Energy	54,220.91
2049	12/06/17	VOID CHECK **VOIDED**	0.00
2050	12/15/17	All Phase Landscape	4,693.39
2051	12/15/17	CliftonLarsonAllen LLP	3,203.33
2052	12/15/17	Department of Public Health & Environment	350.00
2053	12/15/17	Dodge Data & Analytics	301.14
2054	12/15/17	ESCO Construction	43,280.47
2055	12/15/17	Ground Engineering Consultants, Inc.	16,872.00
2056	12/15/17	Hudick Excavating Inc	455,197.47
2057	12/15/17	McGeady Becher, PC	2,353.22
2058	12/15/17	PCS Group Inc	95.00
2059	12/15/17	Silverbluff Companies, Inc.	14,500.00
2060	12/15/17	Special District Mgmt. Services, Inc	1,485.00
2061	12/15/17	Xcel Energy	68.24
2062	01/02/18	Denver Water	198.07
2063	01/02/18	CO Special Dist. Prop & Liab. Pool	5,033.26
2064	01/02/18	T Charles Wilson insurance	950.00
2065	01/05/18	Denver Water	600.00
2066	01/25/18	All Phase Landscape	1,605.49
2067	01/25/18	CliftonLarsonAllen LLP	7,536.69
2068	01/25/18	Co Special Dist Prop & Liab Pool	2,013.31
2069	01/25/18	Ground Engineering Consultants, Inc.	6,233.50
2070	01/25/18	Hudick Excavating Inc	148,126.38
2071	01/25/18	Martin/Martin	1,050.00
2072	01/25/18	McGeady Becher, PC	8,721.25
2073	01/25/18	Silverbluff Companies, Inc.	10,500.00
2074	01/25/18	Special District Mgmt. Services, Inc	1,739.27
2075	01/25/18	T Charles Wilson insurance	475.00
2076	01/25/18	Xcel Energy	114.77
			<b>Vendor Check Total</b>
			<u>1,187,657.22</u>
			<b>Check List Total</b>
			<u>1,187,657.22</u>

Check count = 40

Total GF amount \$43,040.11 Total CPF amount \$1,144,617.11
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This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER HIGH POINT AT DIA METRO DISTRICT**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2017**

DRAFT



**CliftonLarsonAllen**

CliftonLarsonAllen LLP  
CLAconnect.com

**Accountant's Compilation Report**

Board of Directors  
Denver High Point at DIA Metro District  
Denver County, Colorado

Management is responsible for the accompanying financial statements of Denver High Point at DIA Metro District, which comprise the balance sheet - governmental funds as of December 31, 2017, and the related statement of revenues, expenditures, and changes in fund balance - budget and actual, for the period from January 01, 2017 through December 31, 2017, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information.

We are not independent with respect to Denver High Point at DIA Metro District.

**DRAFT**

Greenwood Village, Colorado  
February 22, 2018

**DENVER HIGH POINT AT DIA METRO DISTRICT**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**DECEMBER 31, 2017**

	<u>General</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional</u>	<u>Total</u>
<b>ASSETS</b>				
Cash - Checking	\$ 4,210	\$ -	\$ 49,737	\$ 53,947
Due from other districts - CIC 14	-	7,451	-	7,451
Receivable from County Treasurer	-	-	119	119
Regional mill Levy receivable	-	-	84,411	84,411
Due from other funds	1,216	-	-	1,216
Prepaid insurance	979	-	-	979
<b>TOTAL ASSETS</b>	<u>\$ 6,405</u>	<u>\$ 7,451</u>	<u>\$ 134,267</u>	<u>\$ 148,123</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 10,055	\$ 175,360	\$ -	\$ 185,415
Deferred regional mill levy	-	-	84,411	84,411
Retainage payable	-	87,932	-	87,932
Due to other funds	-	1,216	-	1,216
Total liabilities	<u>10,055</u>	<u>264,508</u>	<u>84,411</u>	<u>358,974</u>
<b>FUND BALANCES</b>				
Fund balances	<u>(3,650)</u>	<u>(257,057)</u>	<u>49,856</u>	<u>(210,851)</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 6,405</u>	<u>\$ 7,451</u>	<u>\$ 134,267</u>	<u>\$ 148,123</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

**DENVER HIGH POINT AT DIA METRO DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>				
Intergovernmental - Transfer from CIC 14	\$ 115,068	\$ 115,068	\$ 116,205	\$ 1,137
Other revenue	-	-	900	900
<b>TOTAL REVENUES</b>	<u>115,068</u>	<u>115,068</u>	<u>117,105</u>	<u>2,037</u>
<b>EXPENDITURES</b>				
Directors' fees	-	-	2,100	(2,100)
Payroll taxes	-	-	161	(161)
City administration fee	5,500	5,500	5,000	500
Water	30,000	30,000	16,322	13,678
Electricity	1,000	1,000	794	206
Gateway GID payment	5,000	5,000	6,345	(1,345)
Accounting	40,000	40,000	47,962	(7,962)
Auditing	7,800	7,800	7,900	(100)
Dues and licenses	1,200	1,200	1,120	80
Insurance and bonds	6,000	6,000	6,947	(947)
District management	-	-	3,224	(3,224)
Legal services	25,000	25,000	31,601	(6,601)
Miscellaneous	1,000	1,000	344	656
Snow removal	12,000	12,000	1,305	10,695
Landscape contract	20,000	20,000	14,180	5,820
Landscape enhancements	100,000	100,000	-	100,000
Landscape repairs and maintenance	40,000	40,000	15,157	24,843
Contingency	3,500	3,500	-	3,500
<b>TOTAL EXPENDITURES</b>	<u>298,000</u>	<u>298,000</u>	<u>160,462</u>	<u>137,538</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	(182,932)	(182,932)	(43,357)	139,575
<b>OTHER FINANCING SOURCES (USES)</b>				
Developer advance	183,000	183,000	48,676	(134,324)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>183,000</u>	<u>183,000</u>	<u>48,676</u>	<u>(134,324)</u>
<b>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	68	68	5,319	5,251
<b>FUND BALANCES - BEGINNING</b>	<u>4,431</u>	<u>4,431</u>	<u>(8,969)</u>	<u>(13,400)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 4,499</u>	<u>\$ 4,499</u>	<u>\$ (3,650)</u>	<u>\$ (8,149)</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.



**SUPPLEMENTARY INFORMATION**

DRAFT

**DENVER HIGH POINT AT DIA METRO DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Intergovernmental - Transfer from CIC 14	\$ 4,350,524	\$ 4,363,033	\$ 12,509
<b>TOTAL REVENUES</b>	<u>4,350,524</u>	<u>4,363,033</u>	<u>12,509</u>
<b>EXPENDITURES</b>			
Developer reimbursement	-	4,363,033	(4,363,033)
Legal services	2,000	17,513	(15,513)
Miscellaneous	-	301	(301)
Streets	4,950,000	742,483	4,207,517
Storm drainage	4,440,000	1,279,566	3,160,434
Engineering	842,579	46,246	796,333
Sewer	1,145,000	121,075	1,023,925
Water	1,660,000	534,697	1,125,303
Construction management	1,115,478	145,500	969,978
Grading/Earthwork	770,137	141,146	628,991
Erosion control	272,500	91,242	181,258
Dry utilities	2,305,000	12,531	2,292,469
Parks and recreation	3,543,384	8,117	3,535,267
Contingency	-	600	(600)
<b>TOTAL EXPENDITURES</b>	<u>21,046,078</u>	<u>7,504,050</u>	<u>13,542,028</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(16,695,554)	(3,141,017)	13,554,537
<b>OTHER FINANCING SOURCES (USES)</b>			
Developer advance	16,695,554	2,944,258	(13,751,296)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>16,695,554</u>	<u>2,944,258</u>	<u>(13,751,296)</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	-	(196,759)	(196,759)
<b>FUND BALANCES - BEGINNING</b>	-	(60,297)	(60,297)
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ (257,056)</u>	<u>\$ (257,056)</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER HIGH POINT AT DIA METRO DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND AVAILABLE - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**CAPITAL PROJECTS - REGIONAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUE</b>			
Regional Mill levy	\$ 19,175	\$ 19,175	\$ -
Specific ownership tax	1,340	1,715	375
<b>TOTAL REVENUE</b>	<u>20,515</u>	<u>20,890</u>	<u>375</u>
<b>EXPENDITURES</b>			
County Treasurer Fee	190	192	(2)
Contingency	2,810	-	2,810
<b>TOTAL EXPENDITURES</b>	<u>3,000</u>	<u>192</u>	<u>2,808</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	17,515	20,698	3,183
<b>OTHER FINANCING SOURCES (USES)</b>			
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>          </u>	<u>          </u>	<u>          </u>
<b>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	17,515	20,698	3,183
<b>FUNDS AVAILABLE - BEGINNING</b>	<u>28,006</u>	<u>29,158</u>	<u>1,152</u>
<b>FUNDS AVAILABLE - ENDING</b>	<u>\$ 45,521</u>	<u>\$ 49,856</u>	<u>\$ 4,335</u>

This financial information should be read only in connection with the accompanying accountant's compilation report.

**DENVER HIGH POINT at DIA METROPOLITAN DISTRICT**

Schedule of Cash Position  
December 31, 2017  
Updated as of February 22, 2018

	General Fund	Capital Projects Fund	Regional Capital Projects Fund	Total
<b>Wells Fargo Bank - Checking Account</b>				
Balance as of 12/31/17	\$ 4,209.60	\$ -	\$ 49,737.40	\$ 53,947.00
Subsequent activities:				
01/02/18 Bank service charge	(15.00)	-	-	(15.00)
01/02/18 Checks #2062-2064	(6,181.33)	-	-	(6,181.33)
01/05/18 Check #2065, Denver Water	-	(600.00)	-	(600.00)
01/10/18 SO taxes	-	-	119.36	119.36
01/23/18 Transfer from CIC #14	566.94	-	-	566.94
01/24/18 Developer advance	29,916.32	166,719.13	-	196,635.45
01/24/18 Bank service charge	-	-	-	0.00
01/25/18 Checks #2066-2076	(21,396.53)	(166,719.13)	-	(188,115.66)
02/09/18 Property/SO taxes	-	-	430.76	430.76
02/21/18 Developer advance	8,836.02	54,292.10	-	63,128.12
Anticipated vouchers payable	(10,332.00)	(53,692.10)	-	(64,024.10)
Anticipated transfer from CIC # 14	895.98	-	-	895.98
Reserved for Wells Fargo minimum balance requirements	(3,000.00)	-	-	(3,000.00)
Tabor reserve requirements	(3,500.00)	-	-	(3,500.00)
<i>Anticipated Balance</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,287.52</u>	<u>\$ 50,287.52</u>

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT #14**

Schedule of Cash Position  
December 31, 2017  
Updated as of February 22, 2018

	General Fund	Debt Service Fund	Capital Projects Regional Fund	Total
<b>1st Bank - Checking</b>				
Balance as of 12/31/17	\$ 11.00	\$ -	\$ -	\$ 11.00
Subsequent activities:				
01/10/18 Property/SO taxes	566.94	2,834.71	-	3,401.65
01/23/18 Transfer to Denver High Point	(566.94)	-	-	(566.94)
01/23/18 Transfer to US Bank - Pledged Revenue Fund	-	(2,834.71)	-	(2,834.71)
02/10/18 Property/SO taxes	895.98	5,772.17	51.67	6,719.82
Anticipated transfer to Denver High Point	(895.98)	-	(51.67)	(947.65)
Anticipated transfer to US Bank - Pledged Revenue Fund	-	(5,772.17)	-	(5,772.17)
<i>Anticipated Balance</i>	<u>11.00</u>	<u>-</u>	<u>-</u>	<u>11.00</u>
<b>U.S. Bank - Pledged Revenue Fund</b>				
Balance as of 12/31/17	-	4,059.37	-	4,059.37
Subsequent activities:				
01/23/18 Transfer from 1st Bank	-	2,834.71	-	2,834.71
01/31/18 Interest income	-	0.46	-	0.46
Anticipated transfer from 1st Bank	-	5,772.17	-	5,772.17
<i>Anticipated Balance</i>	<u>-</u>	<u>12,666.71</u>	<u>-</u>	<u>12,666.71</u>
<b>U.S. Bank - Reserve Fund</b>				
Balance as of 12/31/17	-	306,912.37	-	306,912.37
Subsequent activities:				
01/31/18 Interest income	-	349.69	-	349.69
<i>Anticipated Balance</i>	<u>-</u>	<u>307,262.06</u>	<u>-</u>	<u>307,262.06</u>
<b>U.S. Bank - Surplus Fund</b>				
Balance as of 12/31/17	-	120,067.42	-	120,067.42
Subsequent activities:				
01/31/18 Interest income	-	136.56	-	136.56
<i>Anticipated Balance</i>	<u>-</u>	<u>120,203.98</u>	<u>-</u>	<u>120,203.98</u>
<b>U.S. Bank - Loan Payment Fund</b>				
Balance as of 12/31/17	-	2,902.79	-	2,902.79
Subsequent activities:				
<i>Anticipated Balance</i>	<u>-</u>	<u>2,902.79</u>	<u>-</u>	<u>2,902.79</u>
<b>CSAFE - Project Fund</b>				
Balance as of 12/31/17	-	-	2,386.20	2,386.20
Subsequent activities:				
01/31/18 Interest income	-	-	2.86	2.86
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>2,389.06</u>	<u>2,389.06</u>
<i>Anticipated Balances</i>	<u>\$ 11.00</u>	<u>\$ 443,035.54</u>	<u>\$ 2,389.06</u>	<u>\$ 445,435.60</u>

**Yield Information (1/31/18):**  
CSAFE - 1.42%  
Coltrust @ UMB - 1.51%

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**  
Property Taxes Reconciliation  
2017

	Current Year						Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received
							Monthly	Y-T-D		
January	\$ -	\$ -	\$ 126.99	\$ -	\$ -	\$ 126.99	0.00%	0.00%	\$ 110.51	0.01%
February	4,260.83	-	130.17	-	(42.61)	4,348.39	22.22%	22.22%	8,394.09	47.81%
March	6,015.30	-	139.75	-	(60.15)	6,094.90	31.37%	53.59%	2,736.89	15.09%
April	4,764.60	-	122.43	-	(47.65)	4,839.38	24.85%	78.44%	4,276.47	24.04%
May	4,130.62	-	131.52	-	(41.31)	4,220.83	21.54%	99.98%	102.85	0.00%
June	-	-	140.95	-	-	140.95	0.00%	0.00%	2,379.94	13.05%
July	3.15	-	142.16	-	(0.03)	145.28	0.02%	100.00%	124.53	0.00%
August	-	-	178.45	0.10	-	178.55	0.00%	100.00%	141.95	0.00%
September	-	-	167.28	-	-	167.28	0.00%	100.00%	125.05	0.00%
October	-	-	162.68	-	-	162.68	0.00%	100.00%	128.32	0.00%
November	-	-	153.75	-	-	153.75	0.00%	100.00%	120.57	0.00%
December	-	-	119.36	-	-	119.36	0.00%	100.00%	116.28	0.00%
<b>Total</b>	<b>\$ 19,174.50</b>	<b>\$ -</b>	<b>\$ 1,715.49</b>	<b>\$ 0.10</b>	<b>\$ (191.75)</b>	<b>\$ 20,698.34</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$ 18,757.45</b>	<b>100.00%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied	Mills Levied	Assessed Value 2016	Assessed Value 2017
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**Property Tax**  
Regional Mill Levy  
Total

\$ 19,175	100.00%	\$ 19,174.50	100.00%	15.000		
<b>\$ 19,175</b>	<b>100.00%</b>	<b>\$ 19,174.50</b>		<b>15.000</b>	<b>1,165,420</b>	<b>1,278,300</b>

**Specific Ownership Tax**  
Regional Mill Levy

\$ 1,340	100.00%	\$ 1,715.49	128.02%			
<b>\$ 1,340</b>	<b>100.00%</b>	<b>\$ 1,715.49</b>				

**Treasurer's Fees**  
Regional Mill Levy  
Total

\$ 190	100.00%	\$ (191.75)	100.92%			
<b>\$ 190</b>	<b>100.00%</b>	<b>\$ (191.75)</b>				

**COLORADO INTERNATIONAL CENTER MD NO. 14**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2017**

**DRAFT**



**CliftonLarsonAllen**

CliftonLarsonAllen LLP  
CLAcconnect.com

**Accountant's Compilation Report**

Board of Directors  
Colorado International Center MD No. 14  
Denver County, Colorado

Management is responsible for the accompanying financial statements of Colorado International Center MD No. 14, which comprise the balance sheet - governmental funds as of December 31, 2017, and the related statement of revenues, expenditures, and changes in fund balance - budget and actual, for the period from January 01, 2017 through December 31, 2017, for the General Fund, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information.

We are not independent with respect to Colorado International Center MD No. 14.

**DRAFT**

Greenwood Village, Colorado  
February 22, 2018

**COLORADO INTERNATIONAL CENTER MD NO. 14**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**DECEMBER 31, 2017**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects - Regional</u>	<u>Total</u>
<b>ASSETS</b>				
Cash - Checking	\$ 11	\$ -	\$ -	\$ 11
Csafe	-	-	2,386	2,386
US Bank - Pledged Revenue Fund	-	4,059	-	4,059
US Bank - Reserve Fund	-	306,912	-	306,912
US Bank - Surplus Fund	-	120,067	-	120,067
US Bank - Loan Payment Fund	-	2,903	-	2,903
Property taxes receivable	162,452	812,260	243,678	1,218,390
Receivable from County Treasurer	567	2,835	-	3,402
<b>TOTAL ASSETS</b>	<u>\$ 163,030</u>	<u>\$ 1,249,036</u>	<u>\$ 246,064</u>	<u>\$ 1,658,130</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>CURRENT LIABILITIES</b>				
Due to other districts - DHP	\$ -	\$ -	\$ 7,451	\$ 7,451
Total Liabilities	<u>-</u>	<u>-</u>	<u>7,451</u>	<u>7,451</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred property tax	162,452	812,260	243,678	1,218,390
Total Deferred Inflows of Resources	<u>162,452</u>	<u>812,260</u>	<u>243,678</u>	<u>1,218,390</u>
<b>FUND BALANCES</b>				
Total Fund Balances	<u>578</u>	<u>436,776</u>	<u>(5,065)</u>	<u>432,289</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<u>\$ 163,030</u>	<u>\$ 1,249,036</u>	<u>\$ 246,064</u>	<u>\$ 1,658,130</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.



**COLORADO INTERNATIONAL CENTER MD NO. 14  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**GENERAL FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 109,616	\$ 109,642	\$ 26
Specific ownership tax	8,200	8,149	(51)
Interest income	100	89	(11)
Other revenue	1,084	-	(1,084)
<b>TOTAL REVENUES</b>	<u>119,000</u>	<u>117,880</u>	<u>(1,120)</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	1,100	1,097	3
Transfer to DHP at DIA	116,816	116,205	611
Contingency	1,084	-	1,084
<b>TOTAL EXPENDITURES</b>	<u>119,000</u>	<u>117,302</u>	<u>1,698</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	578	578
<b>OTHER FINANCING SOURCES (USES)</b>			
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	-	-	-
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	-	578	578
<b>FUND BALANCES - BEGINNING</b>	-	-	-
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ 578</u>	<u>\$ 578</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

**SUPPLEMENTARY INFORMATION**

**DRAFT**

**COLORADO INTERNATIONAL CENTER MD NO. 14  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**DEBT SERVICE FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 383,656	\$ 383,747	\$ 91
Specific ownership tax	41,100	40,744	(356)
Interest income	5,300	6,961	1,661
<b>TOTAL REVENUES</b>	<u>430,056</u>	<u>431,452</u>	<u>1,396</u>
<b>EXPENDITURES</b>			
County Treasurer's fee	3,840	3,841	(1)
Paying agent fees	11,000	11,049	(49)
Loan interest	334,127	334,127	-
Loan principal	260,000	260,000	-
Contingency	1,033	-	1,033
<b>TOTAL EXPENDITURES</b>	<u>610,000</u>	<u>609,017</u>	<u>983</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(179,944)	(177,565)	2,379
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	163,043	163,043	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>163,043</u>	<u>163,043</u>	<u>-</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	(16,901)	(14,522)	2,379
<b>FUND BALANCES - BEGINNING</b>	<u>451,296</u>	<u>451,296</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 434,395</u>	<u>\$ 436,774</u>	<u>\$ 2,379</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**COLORADO INTERNATIONAL CENTER MD NO. 14  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND AVAILABLE - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017**

**CAPITAL PROJECTS - REGIONAL FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUE</b>			
Regional Mill levy	\$ 164,424	\$ 164,463	\$ 39
Interest income	21,800	21,778	(22)
<b>TOTAL REVENUE</b>	<u>186,224</u>	<u>186,241</u>	<u>17</u>
<b>EXPENDITURES</b>			
County Treasurer's fee - Regional mill levy	1,640	1,646	(6)
Loan issue costs	-	7,451	(7,451)
Contingency	2,284	-	2,284
Transfer to DHP at DIA	4,363,033	4,363,033	-
<b>TOTAL EXPENDITURES</b>	<u>4,366,957</u>	<u>4,372,130</u>	<u>(5,173)</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	(4,180,733)	(4,185,889)	(5,156)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other fund	(163,043)	(163,043)	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(163,043)</u>	<u>(163,043)</u>	<u>-</u>
<b>EXCESS OF REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	(4,017,690)	(4,022,846)	(5,156)
<b>FUNDS AVAILABLE - BEGINNING</b>	<u>4,343,868</u>	<u>4,343,868</u>	<u>-</u>
<b>FUNDS AVAILABLE - ENDING</b>	<u>\$ 92</u>	<u>\$ (5,065)</u>	<u>\$ (5,157)</u>

This financial information should be read only in connection with the accompanying accountant's compilation report.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14**  
Property Taxes Schedule

2017

	Current Year										Prior Year	
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownersh Taxes	Interest	Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 25,181.70	\$ -	\$ 3,619.10	\$ -	\$ (251.81)	\$ -	\$ 28,548.99	3.83%	3.83%	\$ 16,183.50	1.95%	1.95%
February	199,264.80	-	3,709.94	-	(1,992.64)	-	200,982.10	30.30%	34.13%	296,110.29	44.25%	46.20%
March	67,439.10	-	3,982.97	-	(674.39)	-	70,747.68	10.25%	44.38%	3,859.74	0.01%	46.20%
April	41,098.20	-	3,489.38	-	(410.99)	-	44,176.59	6.25%	50.63%	28,574.86	3.79%	49.99%
May	108,947.40	-	3,748.18	0.48	(1,089.47)	-	111,606.59	16.57%	67.19%	3,434.04	0.04%	50.04%
June	189,419.40	155.10	4,017.20	20.16	(1,895.95)	-	191,715.91	28.82%	96.02%	333,614.44	49.92%	99.96%
July	104.10	-	4,051.58	3.11	(1.08)	-	4,157.71	0.02%	96.03%	3,798.05	0.00%	99.96%
August	25,981.80	-	5,085.77	498.53	(264.80)	-	31,301.30	3.95%	99.98%	4,329.49	0.00%	99.96%
September	261.00	-	4,676.61	13.04	(2.74)	-	5,038.91	0.04%	100.02%	3,823.89	0.00%	99.96%
October	-	-	4,636.39	-	-	-	4,636.39	0.00%	100.02%	4,067.86	0.00%	99.96%
November	-	-	4,383.36	-	-	-	4,383.36	0.00%	100.02%	3,677.39	0.00%	99.96%
December	-	-	3,401.65	-	-	-	3,401.65	0.00%	100.02%	3,546.46	0.00%	99.96%
	657,697.50	155.10	48,893.13	535.32	(6,583.87)	-	700,697.18	100.02%	100.02%	705,020.01	99.96%	99.96%

Assessed Value	Assessed Value
2016	2017
Mills Levied	
10.000	
35.000	
15.000	
60.000	\$ 11,126,220
	\$ 10,961,600

Mill Levy	TAXES LEVIED		% COLLECTED	
	LEVIED	% OF LEVIED	PROPERTY TAXES COLLECTED	TO AMOUNT LEVIED
10.000	\$109,616.00	16.67%	\$109,642.10	100.02%
35.000	\$383,656.00	58.33%	\$383,747.35	100.02%
15.000	\$164,424.00	25.00%	\$164,463.15	100.02%
60.000	\$657,696.00	100.00%	\$657,852.60	100.02%

Property Tax	GENERAL FUND	DEBT SERVICE	REGIONAL MILL LEVY
Specific Ownership Tax	\$7,673.00	\$8,148.86	\$106,209.00
GENERAL FUND	\$38,366.00	\$40,744.28	\$106,209.00
DEBT SERVICE	\$46,039.00	\$48,893.13	\$106,209.00

Treasurer's Fees	GENERAL FUND	DEBT SERVICE	REGIONAL MILL LEVY
GENERAL FUND	\$1,100.00	\$1,097.31	\$99,769.00
DEBT SERVICE	\$3,840.00	\$3,840.59	\$100,029.00
REGIONAL MILL LEVY	\$1,640.00	\$1,645.97	\$100,369.00
	\$6,580.00	\$6,583.87	\$100,067.00

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY  
December 31, 2017**

**\$12,185,000  
Tax-Free Loan  
Refunding and Improvement Drawdown Issue  
Dated December 30, 2015  
Fixed Interest Rate 3.25%  
Interest Payable June 1 and December 1  
Principal Due December 1**

	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2018	\$ 300,000	\$ 325,560	\$ 625,560
2019	300,000	315,674	615,674
2020	310,000	306,627	616,627
2021	315,000	295,574	610,574
2022	320,000	285,194	605,194
2022*	8,335,000	21,821	8,356,821
	<b>\$ 9,880,000</b>	<b>\$ 1,550,450</b>	<b>\$ 11,430,450</b>

\* Maturity date is December 30, 2022

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

<b>NAME OF GOVERNMENT ADDRESS</b>	Colorado International Center Metropolitan District No. 13 8390 E. Crescent Parkway Suite 500 Greenwood Village, CO 80111
<b>CONTACT PERSON</b>	Jason Carroll
<b>PHONE</b>	303-779-5710
<b>EMAIL</b>	Jason.Carroll@claconnect.com
<b>FAX</b>	303-779-0348

For the Year Ended  
12/31/17  
or fiscal year ended:

### PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

<b>NAME:</b>	Jason Carroll
<b>TITLE</b>	Accountant for the District
<b>FIRM NAME (if applicable)</b>	CliftonLarsonAllen LLP
<b>ADDRESS</b>	8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111
<b>PHONE</b>	303-779-5710
<b>DATE PREPARED</b> (Must be prepared prior to Board approval)	February 21, 2018

### PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S COMPILATION REPORT

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property	\$ -	
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ -	

## PART 3 - EXPENDITURES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Culture and recreation	\$ -	
3-15	Utility operations	\$ -	
3-16	Capital outlay	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES	\$ -	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".



## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">See explanation below at page 5</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">N/A</div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 20,021	\$ -	\$ -	\$ 20,021
Other (specify):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 20,021</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,021</b>

\*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? <span style="float: right;">\$ 1,530,400,000</span> Date the debt was authorized: <span style="float: right;">5/2/2006</span>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-9 Does the entity have a certified Mill Levy? If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bond Redemption		-
General/Other		-
<b>TOTAL</b>		<b>-</b>

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
5-3	\$ -	
	\$ -	
	\$ -	
<b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		<b>\$ -</b>

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

## PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?  Yes       No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:  Yes       No

N/A

Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*must tie to prior year ending balance

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firemen's pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firemen's pension plan?  Yes       No

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? \$ -

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?  Yes       No       N/A

If no, MUST explain:

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:  Yes       No       N/A

If yes: Please indicate the amount appropriated for each fund for the year reported:

General Fund	\$ -

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

- 9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?  Yes  No

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

- 10-1 Is this application for a newly formed governmental entity?  Yes  No

If yes: Date of formation:

- 10-2 Has the entity changed its name in the past or current year?  Yes  No

If yes: Please list the NEW name & PRIOR name:

- 10-3 Is the entity a metropolitan district?  Yes  No

Please indicate what services the entity provides:

- 10-4 Does the entity have an agreement with another government to provide services?  Yes  No

If yes: List the name of the other governmental entity and the services provided:

- 10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]  Yes  No

If yes: Date Filed:

Please use this space to provide any explanations or comments:

4-2: The District's debt is comprised of developer advances, which are not G.O. debt. Repayment of advances is subject to annual appropriation, if and when eligible funds become available.

10-4: The District operates in conjunction with Colorado International Center Metropolitan District No. 14 and Denver High Point at DIA Metropolitan District. There are also IGA's with the City and County of Denver and with Gateway Regional Metropolitan District regarding operation and maintenance costs.

## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

- 12-1 Have you read the new Electronic Signature Policy and do you plan on submitting signatures in accordance with this policy?

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

**The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:**

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL current governing board members below. Print Board Member's Name		A MAJORITY of the governing board members must complete and sign in the column below.
Board Member 1	Andrew R. Klein	I, Andrew R. Klein, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2018
Board Member 2	Kevin Smith	I, Kevin Smith, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2018
Board Member 3	Otis Moore III	I, Otis Moore III, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2018
Board Member 4	Theodore L. Laudick	I, Theodore L. Laudick, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2018
Board Member 5	Print Board Member's Name	
Board Member 6	Print Board Member's Name	
Board Member 7	Print Board Member's Name	



**CliftonLarsonAllen**

CliftonLarsonAllen LLP  
www.CLACONNECT.com

## **Accountant's Compilation Report**

Board of Directors  
Colorado International Center Metropolitan District No. 13  
City and County of Denver, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Colorado International Center Metropolitan District No. 13 as of and for the year ended December 31, 2017, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to Colorado International Center Metropolitan District No. 13.

Greenwood Village, Colorado  
February 21, 2018

RESOLUTION NO. 2018-02-\_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT FOR INCLUSION OF  
REAL PROPERTY

A. ACM HIGH POINT VI LLC, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the **Denver High Point at DIA Metropolitan District** (the “**District**”) for the inclusion into the District’s boundaries of the real property hereinafter described (“**Property**”).

B. Public Notice has been published in accordance with law, calling for a public hearing on the request for approval of said Petition.

C. The statutory requirements of Section 32-1-401(1)(a), C.R.S., for submission of a petition for inclusion to the Board of Directors of the District (“**Board**”), including a legal description of the Property, a statement that assent to the inclusion of the Property was obtained by the 100% fee owner thereof and acknowledgment in the same manner as required for conveyances of land, were presented to and have been satisfied and approved by the Board.

D. The District may consider the enlargement or extension of its facilities in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

E. The District is capable of serving the Property with facilities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT, CITY AND COUNTY OF DENVER, COLORADO:

1. That the Board of Directors of the District shall and hereby does order the inclusion of the Property described herein within the boundaries of the District.

2. The name and address of the Petitioner and the legal description of the Property are as follows:

Petitioner:	ACM HIGH POINT VI LLC
Address of Petitioner:	4100 E. Mississippi Ave., Suite 500 Glendale, CO 80246
Legal Description:	Approximately 0.055 acres of land legally described on <b>Exhibit A</b> attached hereto and incorporated herein.

3. That approval of this inclusion is further subject to the following:

(a) On and after the effective date of this inclusion (which shall be the date of recording of the Court Order approving the inclusion by the Clerk and Recorder of the City and County of Denver, Colorado, unless otherwise specified in the Court Order), the Property shall be subject to the rules and regulations of the District, and the payment of any and all taxes, fees, rates and charges of the District.

RESOLUTION APPROVED AND ADOPTED on February 27, 2018.

**DENVER HIGH POINT AT DIA  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



## EXHIBIT A

### Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3;  
THENCE S00° 49' 25" W, 704.49 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LINE EXTENDED OF 71<sup>ST</sup> AVENUE;  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINE EXTENDED N89° 57' 08" E. 701.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S00° 46' 58" W, 539.96 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE 151.98 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 70° 13' 20", A RADIUS OF 124.00 FEET AND A CHORD THAT BEARS S61° 19' 20" E, 142.64 FEET;  
THENCE ALONG A NON-TANGENT LINE S00° 14' 03" E, 1.73 FEET;  
THENCE S89° 45' 57" W, 126.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00° 46' 58" E, 70.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.055 ACRES (2,378 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N00° 49' 25" E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3-1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE NORTHWEST QUARTER CORNER OF SECTION 3, A 3-1/2" ALUMINUM CAP IN RANGE BOX LS #20699.

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

**CERTIFICATION**

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-02-\_\_\_\_\_, Resolution of the Board of Directors of Denver High Point at DIA Metropolitan District, Resolution for Inclusion of Real Property.

**DENVER HIGH POINT AT DIA METROPOLITAN  
DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary

RESOLUTION NO. 2018-02-\_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 FOR  
INCLUSION OF REAL PROPERTY

A. **ACM HIGH POINT VI LLC**, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the **Colorado International Center Metropolitan District No. 13** (the “**District**”) for the inclusion into the District’s boundaries of the real property hereinafter described (“**Property**”).

B. Public Notice has been published in accordance with law, calling for a public hearing on the request for approval of said Petition.

C. The statutory requirements of Section 32-1-401(1)(a), C.R.S., for submission of a petition for inclusion to the Board of Directors of the District (“**Board**”), including a legal description of the Property, a statement that assent to the inclusion of the Property was obtained by the 100% fee owner thereof and acknowledgment in the same manner as required for conveyances of land, were presented to and have been satisfied and approved by the Board.

D. The District may consider the enlargement or extension of its facilities in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

E. The District is capable of serving the Property with facilities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13, CITY AND COUNTY OF DENVER, COLORADO:

1. That the Board of Directors of the District shall and hereby does order the inclusion of the Property described herein within the boundaries of the District.

2. The name and address of the Petitioner and the legal description of the Property are as follows:

Petitioner: ACM HIGH POINT VI LLC

Address of Petitioner: 4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

Legal Description: Approximately 55.927 acres of land legally described on **Exhibit A** attached hereto and incorporated herein.

3. That approval of this inclusion is further subject to the following:

(a) On and after the effective date of this inclusion (which shall be the date of recording of the Court Order approving the inclusion by the Clerk and Recorder of the City and County of Denver, Colorado, unless otherwise specified in the Court Order), the Property shall be subject to the rules and regulations of the District, and the payment of any and all taxes, fees, rates and charges of the District.

RESOLUTION APPROVED AND ADOPTED on February 27, 2018.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 13**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

Legal Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, N89°39'14"E A DISTANCE OF 72.02 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64<sup>TH</sup> AVENUE AND THE POINT OF BEGINNING;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES; (1)  
S89°25'17"W A DISTANCE OF 1272.01 FEET TO A POINT OF CURVATURE;  
2) THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'24", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BISCAY STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES;  
1) N00°49'41"E A DISTANCE OF 493.15 FEET TO A POINT OF CURVATURE;  
2) THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°33'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET;  
3) THENCE N02°01'57"E A DISTANCE OF 70.07 FEET;  
4) THENCE 47.86 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'32", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 FEET;  
5) THENCE N00°49'41"E A DISTANCE OF 217.51 FEET TO A POINT OF CURVATURE;  
6) THENCE 159.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'12", A RADIUS OF 200.00 FEET AND A CHORD THAT BEARS N22°01'25"W A DISTANCE OF 155.34 FEET;  
7) THENCE N44°52'31"W A DISTANCE OF 289.09 FEET TO A POINT OF CURVATURE;  
8) THENCE 159.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'12", A RADIUS OF 200.00 FEET AND A CHORD THAT BEARS N67°43'37"W A DISTANCE OF 155.34 FEET;  
9) THENCE S89°25'17"W A DISTANCE OF 211.50 FEET TO A POINT OF CURVATURE;  
10) THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'24", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSE;  
1) N00°49'41"E A DISTANCE OF 514.15 FEET TO A POINT OF CURVATURE;  
2) THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°33'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET;  
THENCE N89°25'17"E A DISTANCE OF 102.02 FEET TO A POINT OF CURVATURE;  
THENCE 508.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°38'07", A RADIUS OF 796.00 FEET AND A CHORD THAT BEARS N71°06'13"E A DISTANCE OF 500.34 FEET TO A POINT OF REVERSE CURVATURE;  
THENCE 43.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 82°20'19", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S86°02'41"E A DISTANCE OF 39.50 FEET;  
THENCE S44°52'31"E A DISTANCE OF 1089.90 FEET TO A POINT OF CURVATURE;

THENCE 367.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'19", A RADIUS OF 461.00 FEET AND A CHORD THAT BEARS S67°43'41"E A DISTANCE OF 358.07 FEET;  
THENCE N89°25'10"E A DISTANCE OF 198.06 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 3;  
THENCE ALONG SAID EASTERLY LINE S00°39'14"W A DISTANCE OF 1092.26 FEET TO THE POINT OF BEGINNING.

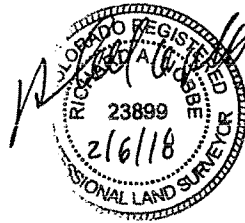
SAID PARCEL CONTAINS 2,296,434 SQUARE FEET (52.719 ACRES) MORE OR LESS.

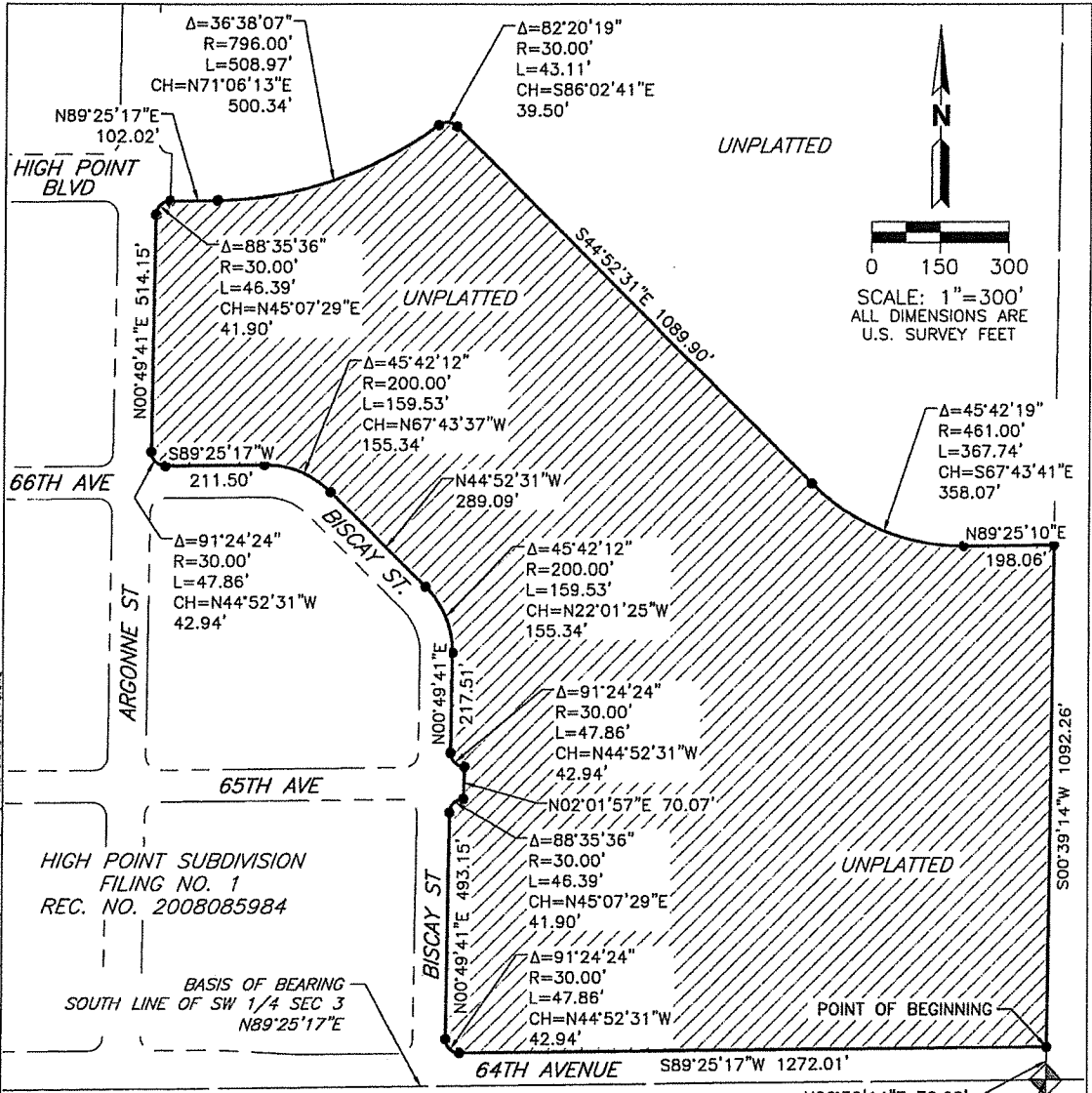
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

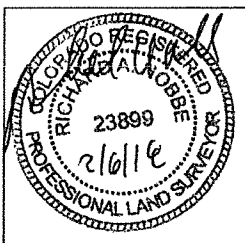




FILING NO. 2, CICMD NO. 13

POINT OF COMMENCEMENT  
S 1/4 COR., SEC. 3  
T3S, R66W, 6TH P.M.  
FOUND 3 1/2" ALUM. CAP  
IN RANGE BOX PLS #29412

JANUARY 25, 2018



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

DRAWING LOCATION: C:\SCHLAPPE\16.0618-High Point District Machine Upload\PLANS\EXHIBITS\New Additions\Filing No. 2\_CICMD NO. 13.dwg



A PARCEL OF LAND BEING A PORTION OF LOT 2, AND TRACT A, BLOCK 5, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, N00°49'41"E A DISTANCE OF 197.06 FEET;  
THENCE N45°00'00"E A DISTANCE OF 66.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 260.00 FEET;  
THENCE S45°00'00"E A DISTANCE OF 67.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 94.00 FEET;  
THENCE N45°00'00"E A DISTANCE OF 30.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 82.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET, S00°49'41"W A DISTANCE OF 213.47 FEET TO A POINT OF CURVATURE;  
THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 30.00 FEET, A CENTRAL ANGLE OF 88°35'36" AND A CHORD THAT BEARS S45°07'29"W A DISTANCE OF 41.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 66<sup>TH</sup> AVENUE;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 66<sup>TH</sup> AVENUE, S89°25'17"W A DISTANCE OF 491.15 FEET TO A POINT OF CURVATURE;  
THENCE 42.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°24'24" AND A CHORD THAT BEARS N44°52'31" A DISTANCE OF 42.94 FEET TO THE POINT OF BEGINNING.

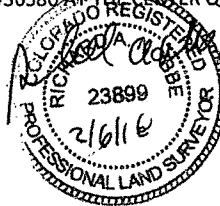
SAID PARCEL CONTAINS 139,733 SQUARE FEET OR 3.208 ACRES, MORE OR LESS.

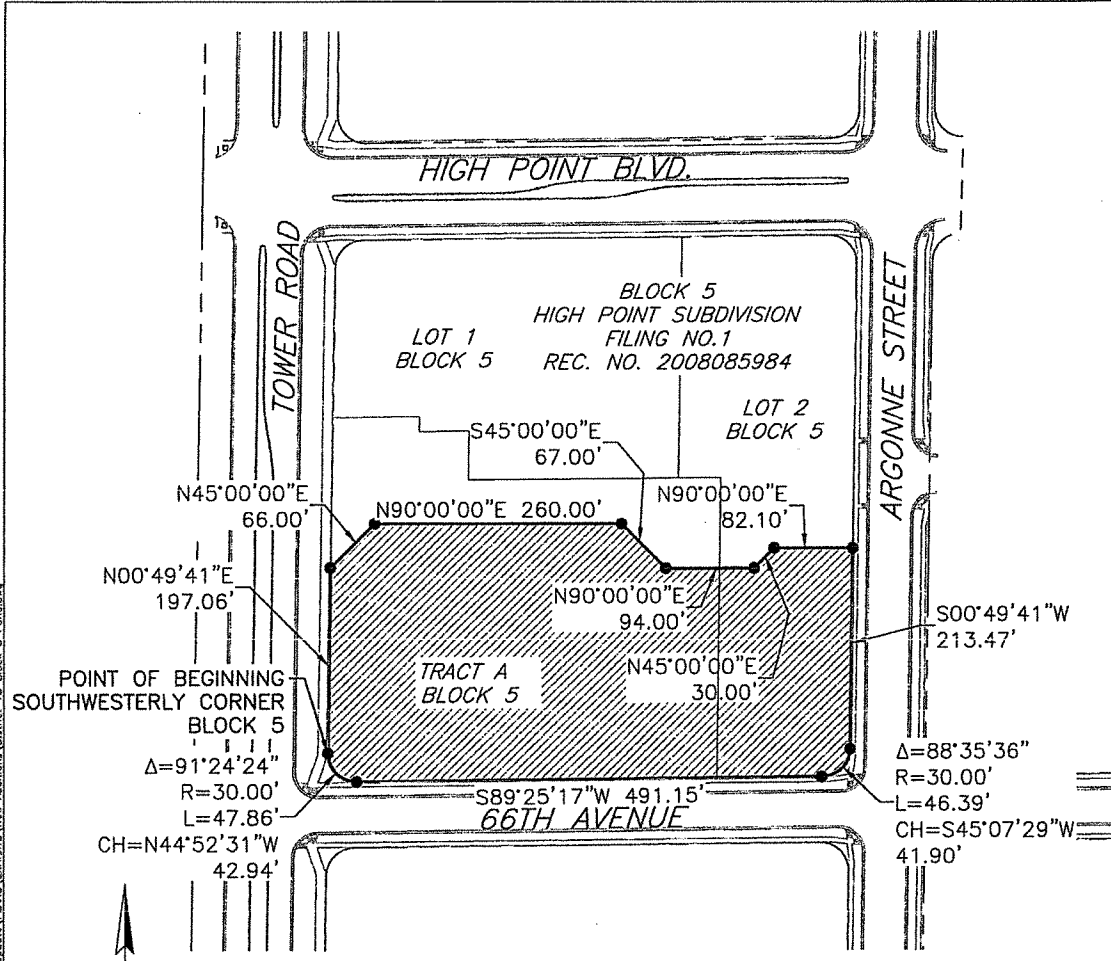
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

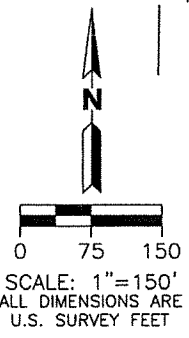
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

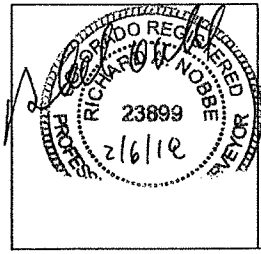




DRAWING LOCATION: C:\SCHLAPPEY\16.0616-High Point District Mapping\Utah\PLANS\EXHIBITS\New Additions\District 13 Block 5 Pond.dwg



**BLOCK 5 POND CICMD NO. 13**



JANUARY 25, 2018

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303.431.6100 MARTINMARTIN.COM

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

**CERTIFICATION**

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-02-\_\_\_\_\_, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 13, Resolution for Inclusion of Real Property.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 13**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary

RESOLUTION NO. 2018-02-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 FOR  
INCLUSION OF REAL PROPERTY**

A. **ACM HIGH POINT VI LLC**, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the **Colorado International Center Metropolitan District No. 14** (the “**District**”) for the inclusion into the District’s boundaries of the real property hereinafter described (“**Property**”).

B. Public Notice has been published in accordance with law, calling for a public hearing on the request for approval of said Petition.

C. The statutory requirements of Section 32-1-401(1)(a), C.R.S., for submission of a petition for inclusion to the Board of Directors of the District (“**Board**”), including a legal description of the Property, a statement that assent to the inclusion of the Property was obtained by the 100% fee owner thereof and acknowledgment in the same manner as required for conveyances of land, were presented to and have been satisfied and approved by the Board.

D. The District may consider the enlargement or extension of its facilities in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

E. The District is capable of serving the Property with facilities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, CITY AND COUNTY OF DENVER, COLORADO:

1. That the Board of Directors of the District shall and hereby does order the inclusion of the Property described herein within the boundaries of the District.

2. The name and address of the Petitioner and the legal description of the Property are as follows:

Petitioner: ACM HIGH POINT VI LLC

Address of Petitioner: 4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

Legal Description: Approximately 256.051 acres of land legally described on **Exhibit A** attached hereto and incorporated herein.

3. That approval of this inclusion is further subject to the following:

(a) On and after the effective date of this inclusion (which shall be the date of recording of the Court Order approving the inclusion by the Clerk and Recorder of the City and County of Denver, Colorado, unless otherwise specified in the Court Order), the Property shall be subject to the rules and regulations of the District, and the payment of any and all taxes, fees, rates and charges of the District.

RESOLUTION APPROVED AND ADOPTED on February 27, 2018.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 14**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 1, AND TRACT A, BLOCK 5, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984, LOCATED IN THE SW 1/4 OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD AND THE POINT OF BEGINNING;  
THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, N89°25'17"E A DISTANCE OF 155.77 FEET;  
THENCE S00°00'00"E A DISTANCE OF 276.25 FEET;  
THENCE N90°00'00"W A DISTANCE OF 189.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD WHICH IS 70.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°49'41"E A DISTANCE OF 245.11 FEET TO A POINT OF CURVATURE;  
THENCE 46.39 FEET ALONG A THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°35'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET TO THE POINT OF BEGINNING.

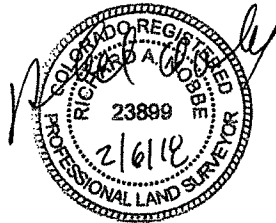
SAID PARCEL CONTAINS 51,304 SQUARE FEET OR 1.178 ACRES, MORE OR LESS.

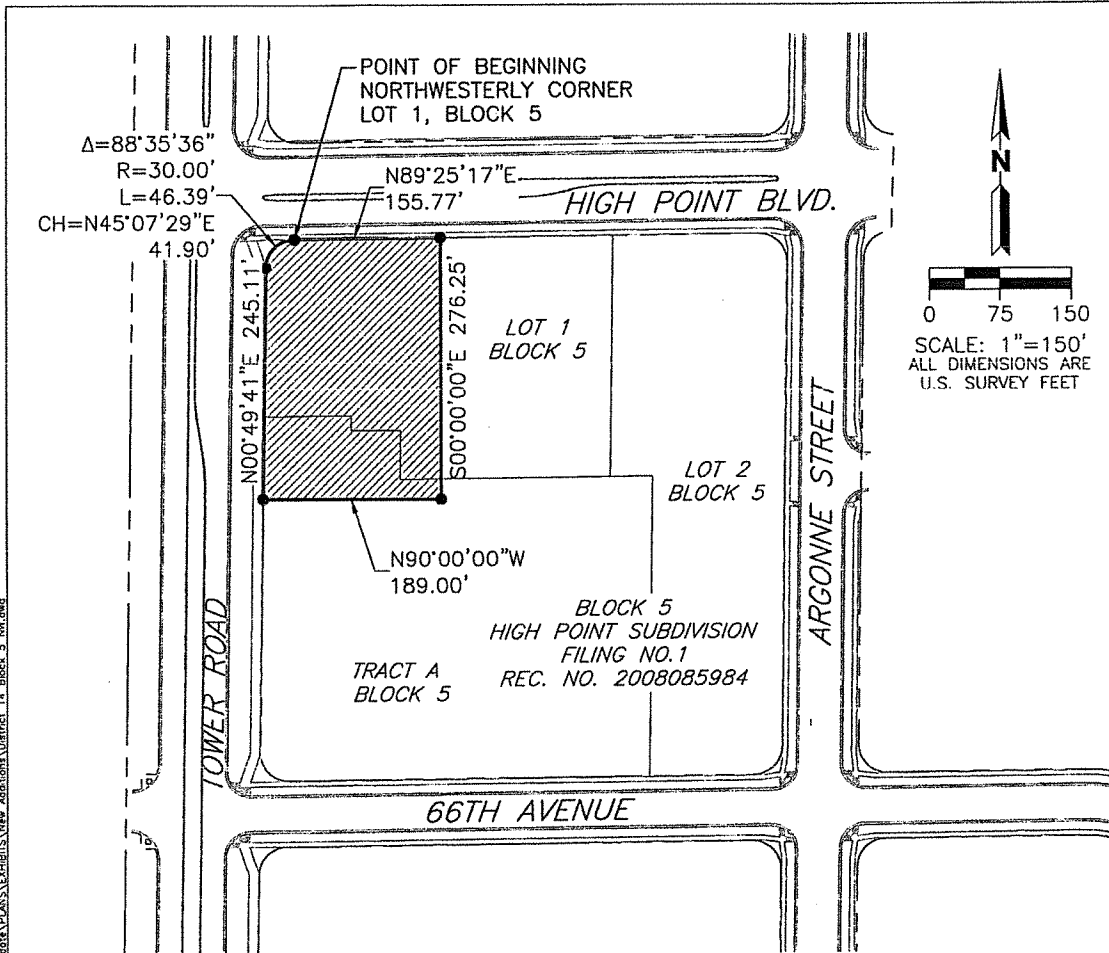
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

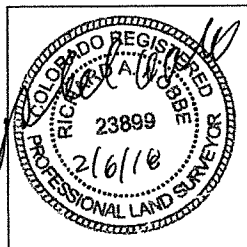




DRAWING LOCATION: G:\SCHLAPPE\18.0816-18-16-Point District Mapping Update\PLANS\EXHIBITS\New Additions\District 14 Block 5 NW.dwg

**BLOCK 5 NW CICMD NO. 14**

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



JANUARY 25, 2018

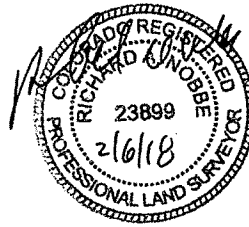
**MARTIN/MARTIN**  
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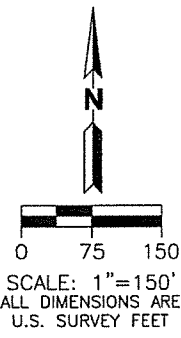
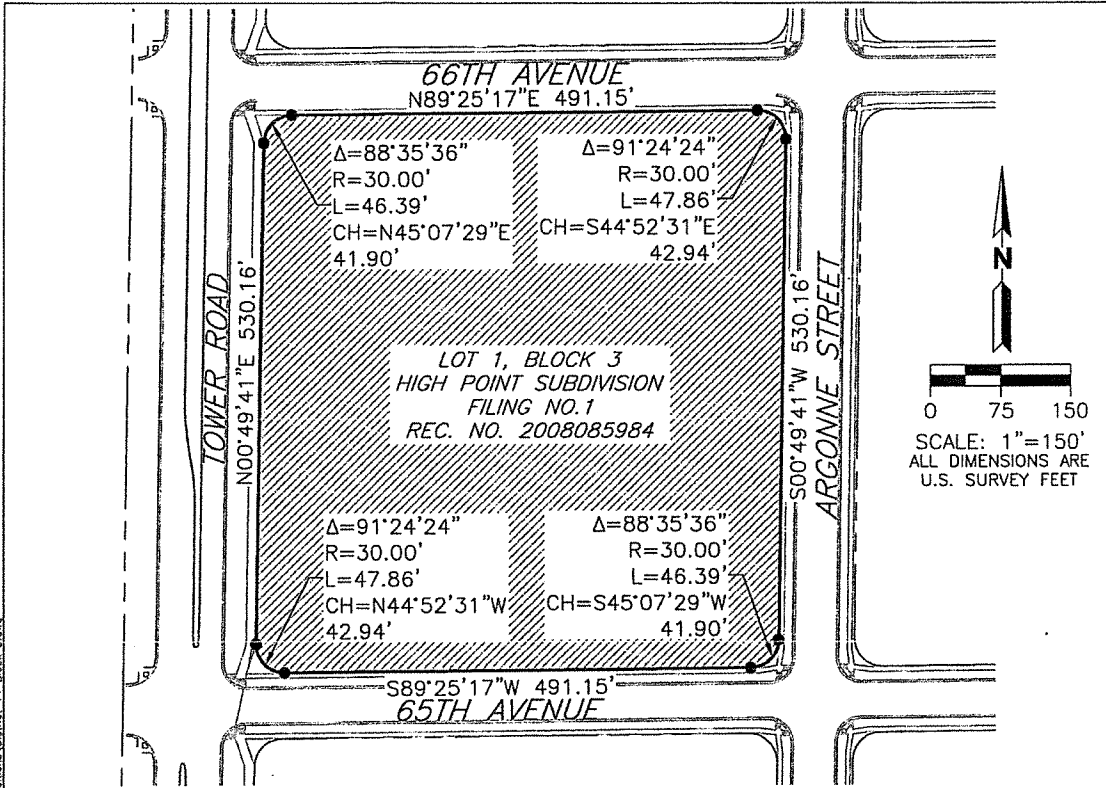


LOT 1, BLOCK 3, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 324,410 SQUARE FEET (7.45 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
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JANUARY 25, 2018



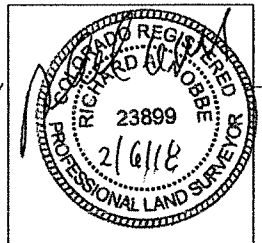


**LOT 1, BLOCK 3, CICMD NO. 14**

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

DRAWING LOCATION: C:\SCHLAPPE\18.0616-High Point District Mapping\UseData\PLANS\EXHIBITS\New Additions\District 14 - Block 3.dwg



JANUARY 25, 2018

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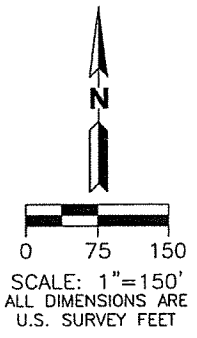
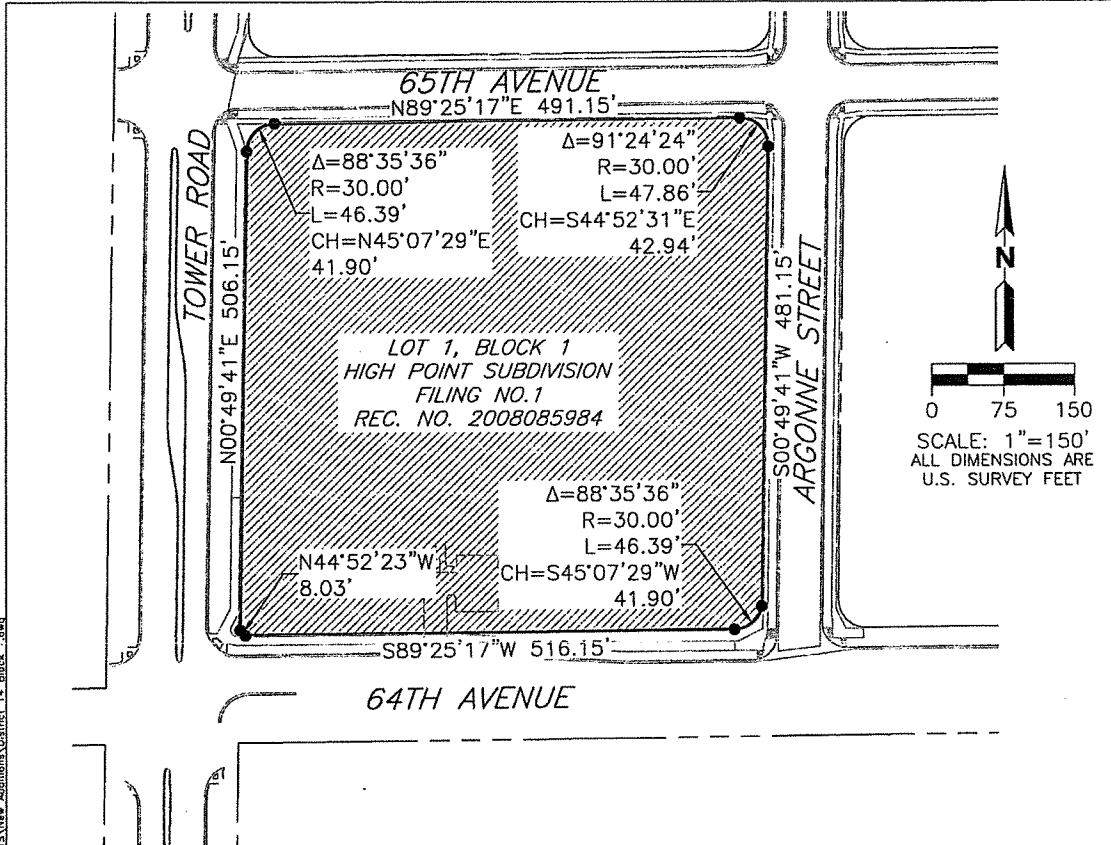
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

LOT 1, BLOCK 1, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 297,594 SQUARE FEET (6.83 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

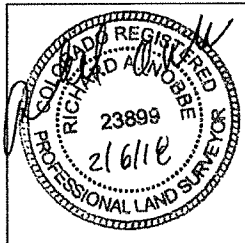




**LOT 1, BLOCK 1, CICMD NO. 14**

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.



JANUARY 25, 2018

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DRAWING LOCATION: C:\SCHLAPPEL\16.0816-High Point District Mapping Update\PLANS\EXHIBITS\New Additions\District 14 - Block 1.dwg

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3 SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S89°56'18"E A DISTANCE OF 2641.92 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER, S00°29'06"W A DISTANCE OF 1410.91 FEET; THENCE N89°31'06"W A DISTANCE OF 2646.34 FEET TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S00°40'12"W A DISTANCE OF 1212.64 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, S00°39'14"W A DISTANCE OF 1479.96 FEET; THENCE S89°25'10"W A DISTANCE OF 198.06 FEET TO A POINT OF CURVATURE; THENCE 367.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°42'19", A RADIUS OF 461.00 FEET AND A CHORD THAT BEARS N67°43'41"W A DISTANCE OF 358.07 FEET; THENCE N44°52'31"W A DISTANCE OF 1089.90 FEET TO A POINT OF CURVATURE; THENCE 43.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 82°20'19", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N86°02'41"W A DISTANCE OF 39.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE 508.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°38'07", A RADIUS OF 796.00 FEET AND A CHORD THAT BEARS S71°06'13"W A DISTANCE OF 500.34 FEET; THENCE S89°25'17"W A DISTANCE OF 102.02 FEET; THENCE N01°39'18"E A DISTANCE OF 102.08 FEET; THENCE N89°25'17"E A DISTANCE OF 98.04 FEET TO A POINT OF CURVATURE; THENCE 604.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°53'24", A RADIUS OF 694.00 FEET AND A CHORD THAT BEARS N64°28'35"E A DISTANCE OF 585.39 FEET; THENCE N00°49'41"E A DISTANCE OF 263.94 FEET; THENCE N44°04'45"W A DISTANCE OF 116.68 FEET; THENCE S89°32'04"W A DISTANCE OF 119.31 FEET; THENCE N00°55'09"E A DISTANCE OF 219.13 FEET; THENCE N89°04'49"W A DISTANCE OF 10.00 FEET; THENCE N00°55'11"E, A DISTANCE OF 182.17 FEET TO A POINT OF CURVATURE; THENCE 113.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'10", A RADIUS OF 72.00 FEET AND A CHORD THAT BEARS N44°04'49"W A DISTANCE OF 101.82 FEET; THENCE N89°04'49"W A DISTANCE OF 19.58 FEET TO A POINT OF CURVATURE; THENCE 11.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°59'45", A RADIUS OF 7.00 FEET AND A CHORD THAT BEARS N44°04'49"W A DISTANCE OF 9.90 FEET; THENCE N00°55'11"E A DISTANCE OF 150.83 FEET;

THENCE N89°04'49"W A DISTANCE OF 343.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET, N00°46'58"E A DISTANCE OF 687.63 FEET;  
THENCE N89°45'57"E A DISTANCE OF 126.12 FEET;  
THENCE N00°14'03"W A DISTANCE OF 1.73 FEET;  
THENCE 58.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°08'05", A RADIUS OF 57.00 FEET AND A CHORD THAT BEARS S66°51'57"E A DISTANCE OF 56.25 FEET;  
THENCE S08°32'02"E A DISTANCE OF 20.78 FEET;  
THENCE S37°17'55"E A DISTANCE OF 28.47 FEET TO A POINT OF CURVATURE;  
THENCE 11.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°36'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S25°59'37"E A DISTANCE OF 11.76 FEET;  
THENCE N52°42'05"E A DISTANCE OF 10.61 FEET;  
THENCE 7.28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°25'17", A RADIUS OF 40.00 FEET AND A CHORD THAT BEARS S15°19'45"E A DISTANCE OF 7.27 FEET;  
THENCE S10°07'06"E A DISTANCE OF 34.38 FEET;  
THENCE S35°58'53"E A DISTANCE OF 27.53 FEET;  
THENCE N77°40'30"E A DISTANCE OF 62.07 FEET;  
THENCE N00°19'00"W A DISTANCE OF 22.84 FEET;  
THENCE N28°55'59"E A DISTANCE OF 35.32 FEET;  
THENCE N10°07'32"W A DISTANCE OF 91.62 FEET;  
THENCE N03°27'43"W A DISTANCE OF 59.02 FEET;  
THENCE N15°14'54"W A DISTANCE OF 197.61 FEET;  
THENCE N24°18'56"W A DISTANCE OF 48.82 FEET;  
THENCE N09°09'07"W A DISTANCE OF 150.28 FEET;  
THENCE N00°49'56"E A DISTANCE OF 152.03 FEET;  
THENCE N89°54'36"W A DISTANCE OF 191.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET THE FOLLOWING TWO (2) COURSES;  
1) N00°46'58"E A DISTANCE OF 66.00 FEET;  
2) THENCE N78°00'51"W A DISTANCE OF 81.53 FEET;  
THENCE N89°57'08"E A DISTANCE OF 161.14 FEET;  
THENCE N00°28'07"E A DISTANCE OF 7.01 FEET;  
THENCE N36°28'15"E A DISTANCE OF 307.06 FEET;  
THENCE N03°06'41"E A DISTANCE OF 254.69 FEET;  
THENCE N89°54'37"W A DISTANCE OF 36.76 FEET;  
THENCE N00°05'23"E A DISTANCE OF 70.00 FEET;  
THENCE S89°54'36"E A DISTANCE OF 1709.17 FEET;  
THENCE N00°40'12"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9,771,228 SQUARE FEET (224.317 ACRES) MORE OR LESS.

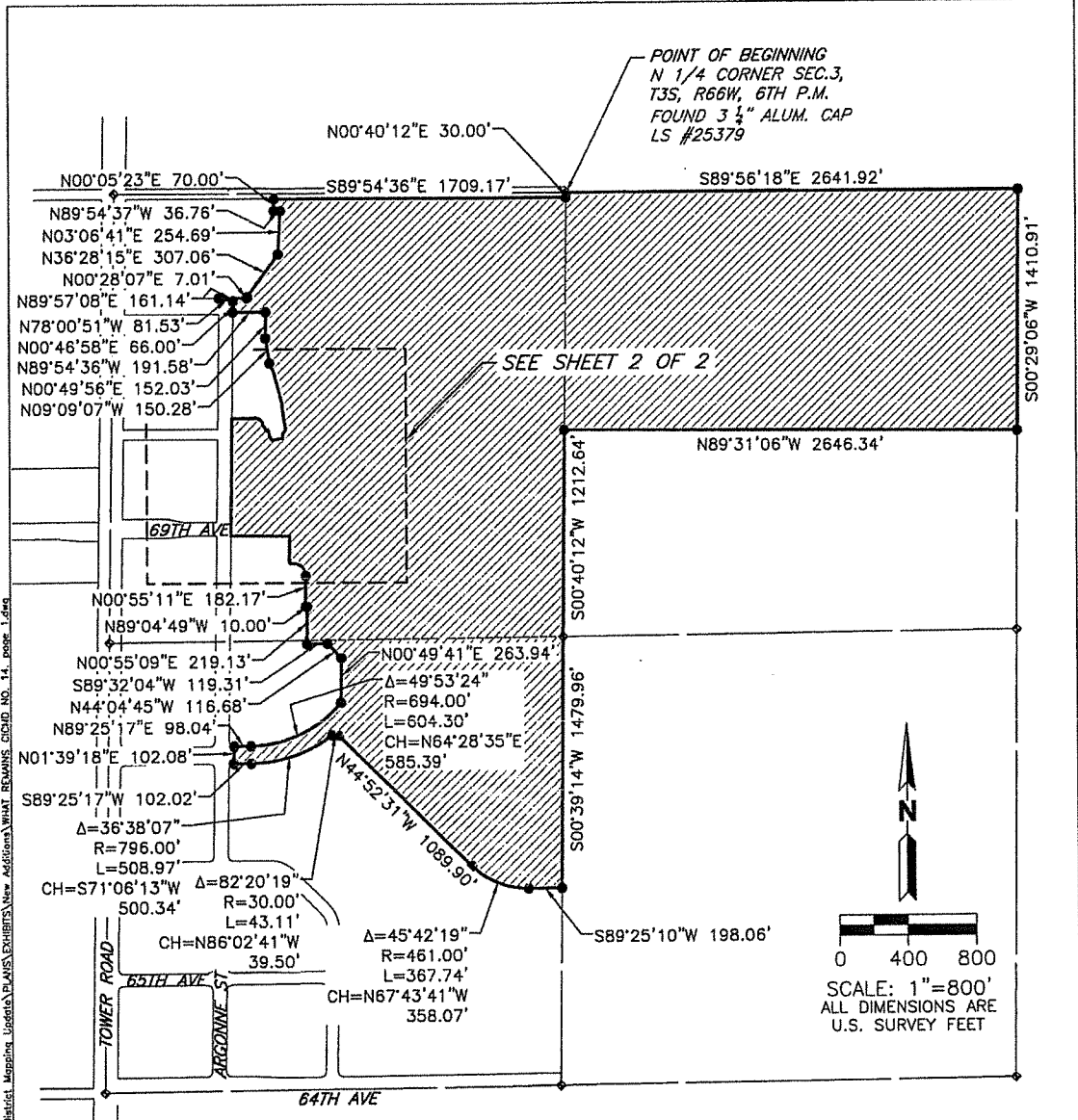
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

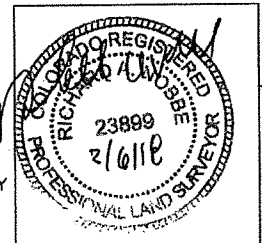
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018





FILING NO. 2, CICMD NO. 14

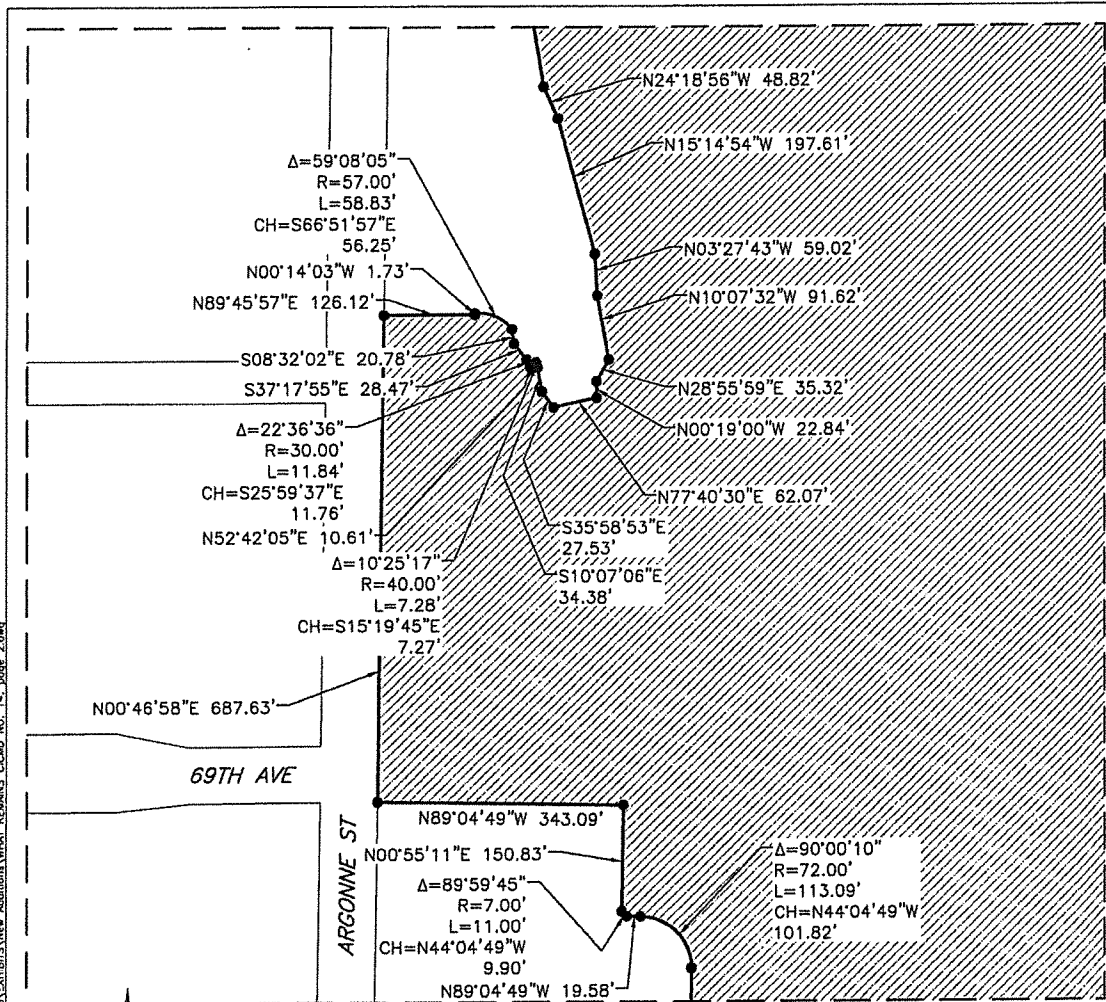


SHEET 1 OF 2  
JANUARY 25, 2018

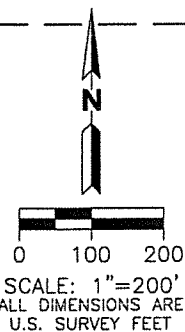
**MARTIN/MARTIN**  
CONSULTING ENGINEERS  
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

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

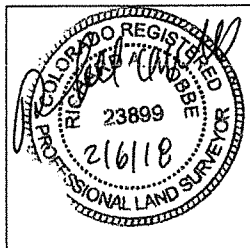




DRAWING LOCATION: C:\SCHLAPPE\16.0616-16ch. Point District, Nephona Update\PLANS\EXHIBITS\New Additions\WHAT REMAINS\_CICMD NO. 14\_posr 2.dwg



**FILING NO. 2, CICMD NO. 14**



SHEET 2 OF 2  
JANUARY 25, 2018

**MARTIN/MARTIN**  
CONSULTING ENGINEERS  
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303.431.6100 MARTINMARTIN.COM

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, N89°32'04"E A DISTANCE OF 70.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD AND THE POINT OF BEGINNING;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE WHICH IS 70.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER, N00°49'25"E A DISTANCE OF 342.44 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SUNRISE GATEWAY FILING NO. 1, RECORDED AT RECEPTION NO. 9700049232;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, N89°34'11"E A DISTANCE OF 254.00 FEET;  
THENCE S00°49'25"W A DISTANCE OF 342.28 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER;  
THENCE ALONG SAID SOUTHERLY LINE, S89°32'04"W A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING.

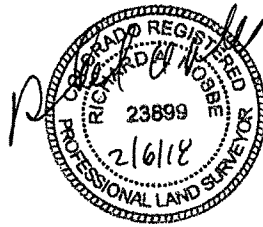
SAID PARCEL CONTAINS 86,938 SQUARE FEET (1.996 ACRES) MORE OR LESS

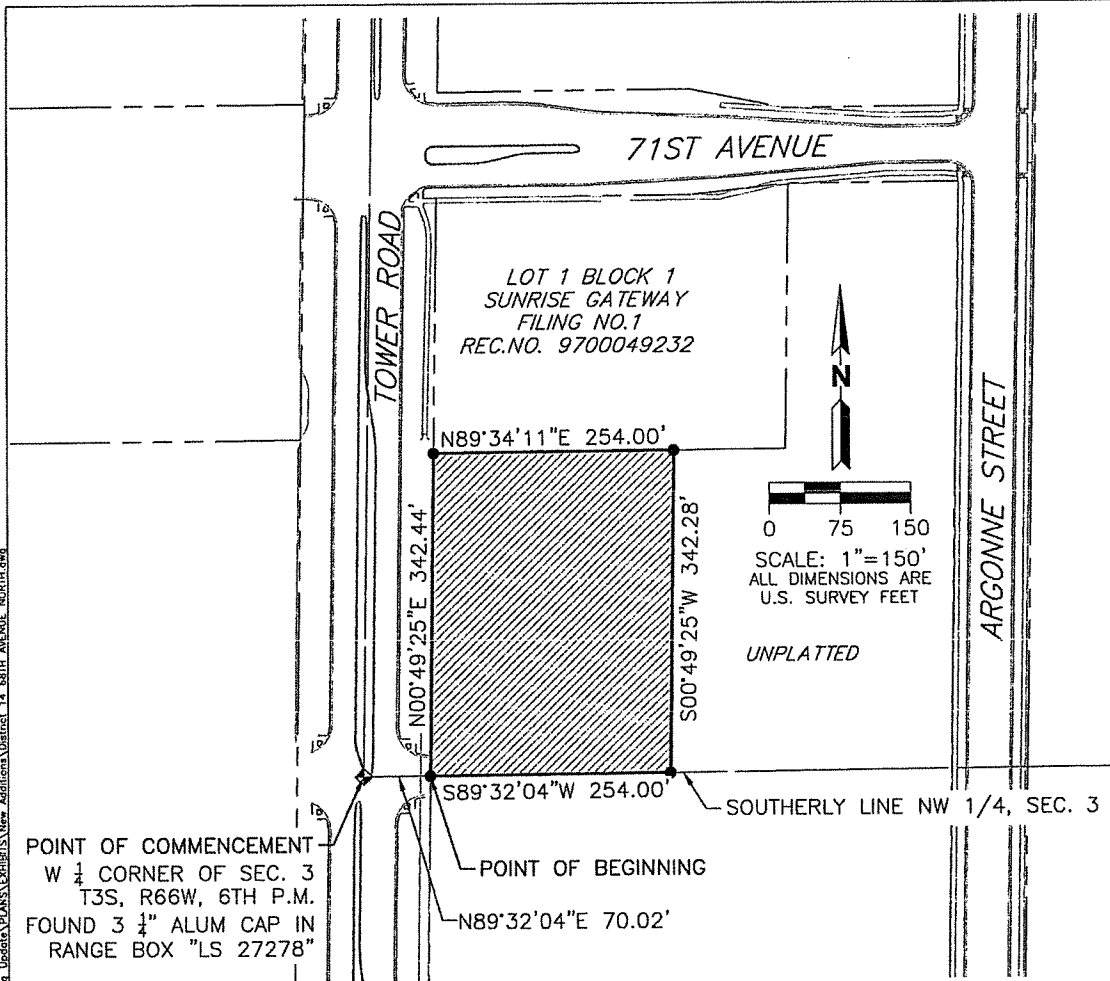
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



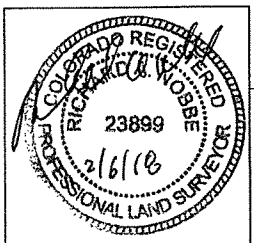


DRAWING LOCATION: G:\SCH\ACPE\16.0816-High Print District Mapping\Usedata\PLANS\EXHIBITS\New Additions\District 14 68TH AVENUE NORTH.dwg

POINT OF COMMENCEMENT  
 W 1/4 CORNER OF SEC. 3  
 T3S, R66W, 6TH P.M.  
 FOUND 3 1/4" ALUM CAP IN  
 RANGE BOX "LS 27278"

SOUTHERLY LINE NW 1/4, SEC. 3  
 POINT OF BEGINNING  
 N89°32'04"E 70.02'

**NORTH 68TH AVENUE CICMD NO. 14**



JANUARY 25, 2018

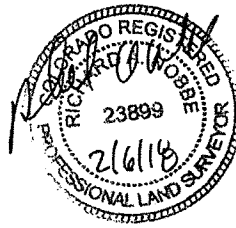
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 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
 303.431.6100 MARTINMARTIN.COM

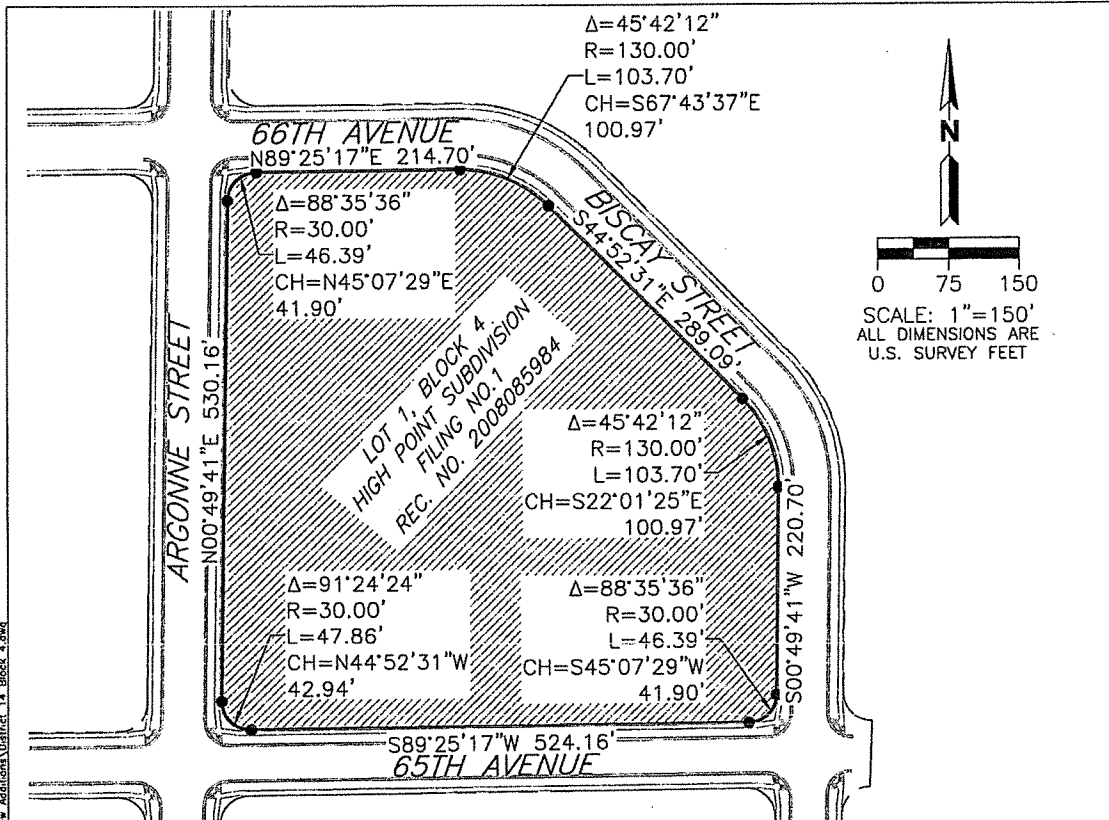
THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY. IT IS  
 INTENDED ONLY TO DEPICT THE  
 ATTACHED LEGAL DESCRIPTION.

LOT 1, BLOCK 4, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 301,610 SQUARE FEET (6.95 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



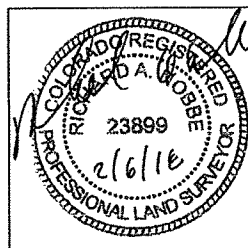


**LOT 1, BLOCK 4, CICMD NO. 14**

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

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JANUARY 25, 2018

**MARTIN/MARTIN**  
CONSULTING ENGINEERS

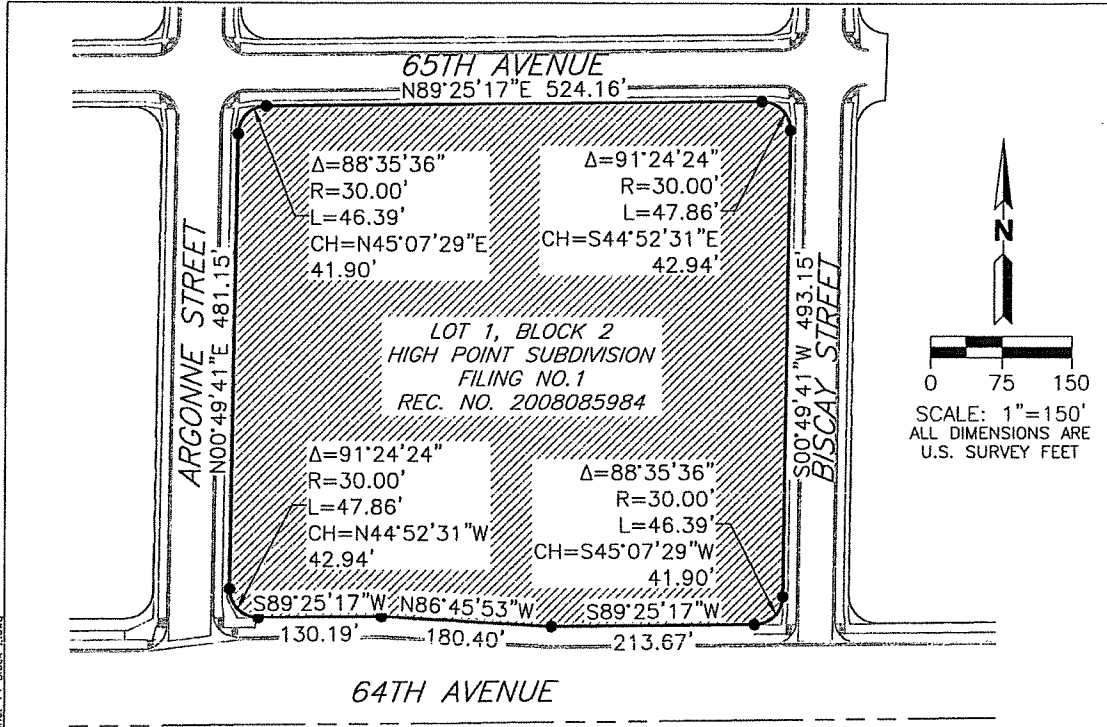
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

LOT 1, BLOCK 2, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 319,259 SQUARE FEET (7.33 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



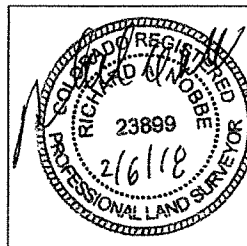


**LOT 1, BLOCK 2, CICMD NO. 14**

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

DRAWING LOCATION: C:\SCHLAPPE\16.0816-High Point District\Plans\EXHIBITS\New Additions\City\14 Block 2.dwg



JANUARY 25, 2018



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

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

**CERTIFICATION**

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2018-02-\_\_\_\_, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 14, Resolution for Inclusion of Real Property.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 14**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary



RESOLUTION NO. 2018-02-\_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

RESOLUTION FOR EXCLUSION OF REAL PROPERTY

A. **ACM HIGH POINT VI LLC**, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the **Denver High Point at DIA Metropolitan District** (the “**District**”) for the exclusion from the boundaries of said District of the real property hereinafter described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Public Notice has been published in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the request for approval of said Petition.

C. No written objection was filed by any person in the District to the Petition.

D. The Board of Directors has taken into consideration all of the factors set forth in Section 32-1-501(3), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT, CITY AND COUNTY OF DENVER, COLORADO:

1. The Board of Directors finds that:
  - (a) exclusion of the Property is in the best interests of the Property to be excluded;
  - (b) exclusion of the Property is in the best interests of the District;
  - (c) exclusion of the Property is in the best interests of the county or counties in which the District is located;
  - (d) the relative costs to the Property to be excluded from the provision of the District’s services exceed the benefits of the Property remaining within the District’s boundaries;
  - (e) under its current service plan the District does not have the ability to provide economical and sufficient service to both the Property seeking exclusion and all of the properties located within the District boundaries;
  - (f) the District does not have the ability to provide services to the Property to be excluded at a reasonable cost compared with the cost which would be imposed by other entities in the surrounding area providing similar services;
  - (g) denying the petition may have a negative impact on employment and other economic conditions in the District and surrounding areas;

(h) denying the petition may have a negative economic impact on the region and on the District, surrounding area and State as a whole;

(i) an economically feasible alternative service may be available; and

(j) it should not be necessary for the District to levy any additional costs on other property within the District if the Petition for Exclusion is granted.

2. The Board of Directors of the District shall and hereby does, order that the Petition for Exclusion be granted and the Property be excluded from the boundaries of the District subject to Petitioner paying the costs associated with processing the petition and requesting the court enter the Order for Exclusion, and recording thereof.

3. The Board of Directors of the District shall and hereby does further acknowledge and resolve that in accordance with Section 32-1-503, C.R.S., the Property described herein shall be obligated to the same extent as all other property within the District with respect to and shall be subject to the levy of taxes for the payment of that proportion of the outstanding indebtedness of the District and interest thereon existing immediately prior to the effective date of the Order for Exclusion (“**Outstanding Indebtedness**”).

4. The Board of Directors of the District shall and hereby does further order that, in accordance with Section 32-1-503(1), C.R.S., upon the effective date of the Order excluding the Property, the Property shall not be subject to any property tax levied by the Board of Directors of the District for the operating costs of the District.

5. The Board of Directors of the District shall and hereby does further resolve that in its discretion it may establish, maintain, enforce and, from time to time, modify service charges, tap fees, and other rates, fees, tolls and charges, upon residents or users in the area of the District as it existed prior to the exclusion, including the Property, to supplement the proceeds of tax levies in the payment of the Outstanding Indebtedness and the interest thereon.

The name and address of the Petitioner of one hundred percent (100%) of the Property and the legal description of said Property are as follows:

Petitioner:	ACM HIGH POINT VI LLC
Address of Petitioner:	4100 E. Mississippi Ave., Suite 500 Glendale, CO 80246
Legal Description:	Approximately 311.978 acres of land legally described on <b>Exhibit A</b> attached hereto and incorporated herein.

RESOLUTION APPROVED AND ADOPTED on February 27, 2018.

**DENVER HIGH POINT AT DIA  
METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

Legal Description

A PARCEL OF LAND BEING A PORTION OF LOT 1, AND TRACT A, BLOCK 5, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984, LOCATED IN THE SW 1/4 OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD AND THE POINT OF BEGINNING;  
THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, N89°25'17"E A DISTANCE OF 155.77 FEET;  
THENCE S00°00'00"E A DISTANCE OF 276.25 FEET;  
THENCE N90°00'00"W A DISTANCE OF 189.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD WHICH IS 70.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°49'41"E A DISTANCE OF 245.11 FEET TO A POINT OF CURVATURE;  
THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°35'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET TO THE POINT OF BEGINNING.

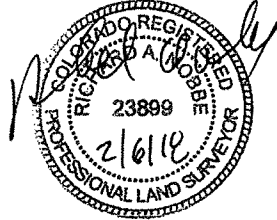
SAID PARCEL CONTAINS 51,304 SQUARE FEET OR 1.178 ACRES, MORE OR LESS.

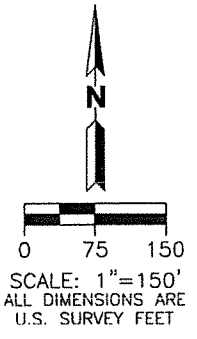
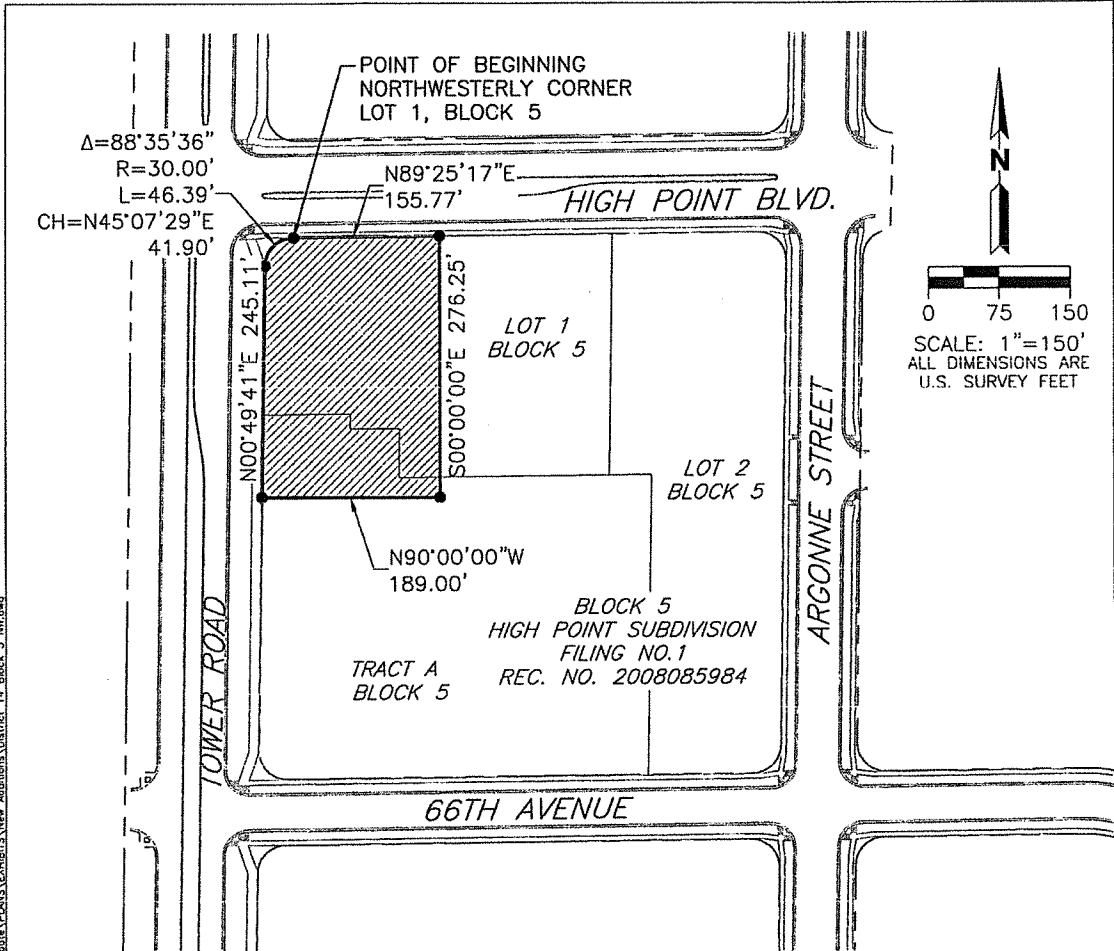
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

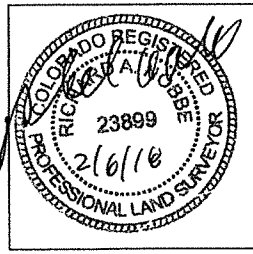




**BLOCK 5 NW CICMD NO. 14**

DRAWING LOCATION: C:\SCHLAPPE\18.0818-High Point District Mappings\Updates\PLANS\EXHIBITS\New Additions\District 14 Block 5 NW.dwg

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



JANUARY 25, 2018

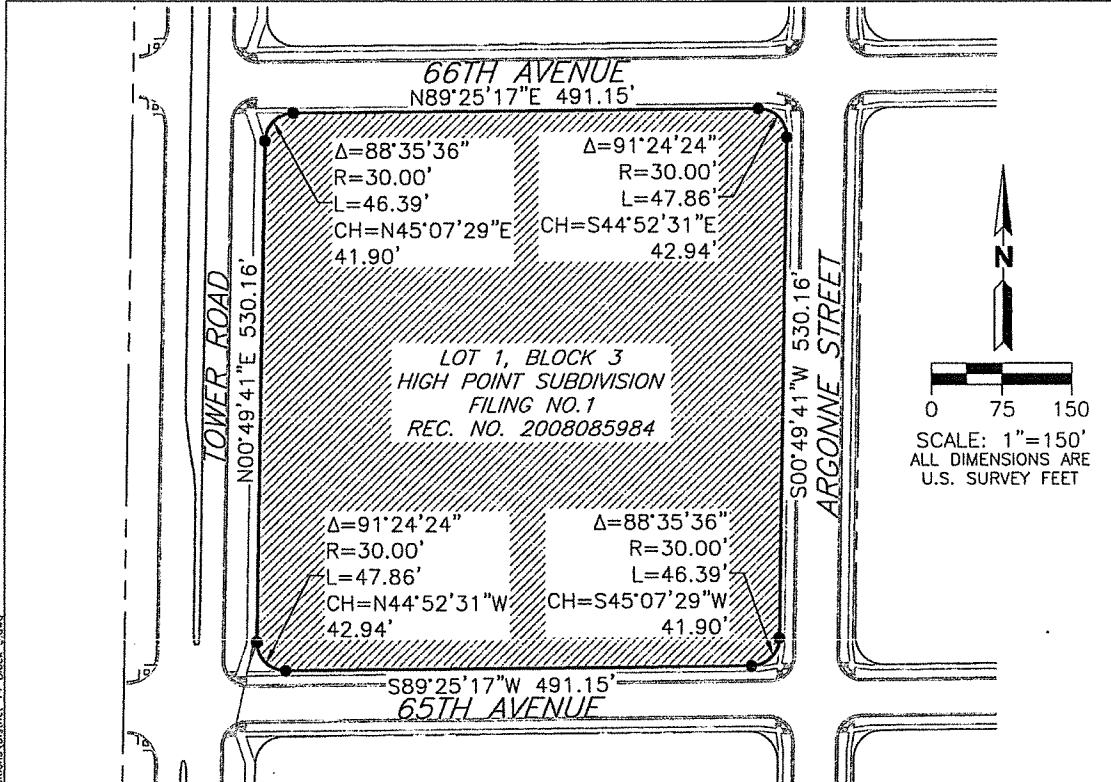
**MARTIN/MARTIN**  
CONSULTING ENGINEERS  
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

LOT 1, BLOCK 3, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 324,410 SQUARE FEET (7.45 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



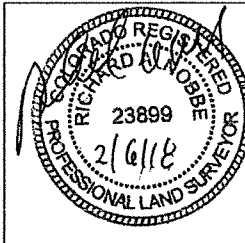


**LOT 1, BLOCK 3, CICMD NO. 14**

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

DRAWING LOCATION: E:\SCHLAPPE\1.6.08\16-Hgn. Point. District. Mapping. Update\PLANS\EXHIBITS\New Additions\District\_14\_Block\_3.dwg



JANUARY 25, 2018

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

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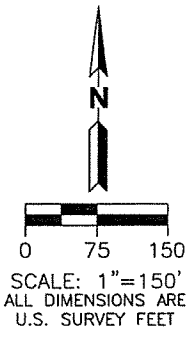
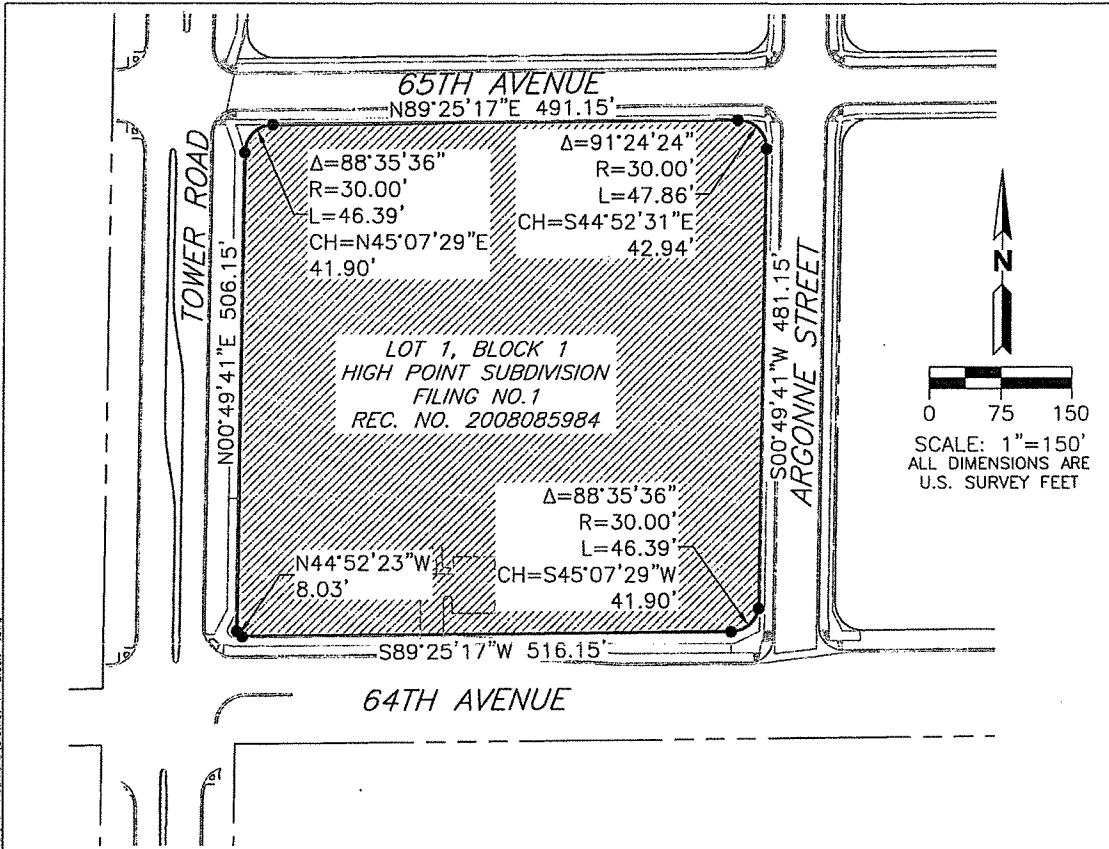


LOT 1, BLOCK 1, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 297,594 SQUARE FEET (6.83 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018

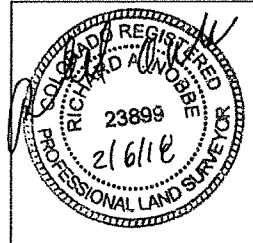




**LOT 1, BLOCK 1, CICMD NO. 14**

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.



JANUARY 25, 2018



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303.431.6100 MARTINMARTIN.COM

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DRAWING LOCATION: G:\SCHUL\APP\16 0816-High Point District Mapping Update\Public\EXHIBITS\New Additions\A\District 14\_Block 1.dwg

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3 SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S89°56'18"E A DISTANCE OF 2641.92 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER, S00°29'06"W A DISTANCE OF 1410.91 FEET; THENCE N89°31'06"W A DISTANCE OF 2646.34 FEET TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S00°40'12"W A DISTANCE OF 1212.64 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, S00°39'14"W A DISTANCE OF 1479.96 FEET; THENCE S89°25'10"W A DISTANCE OF 198.06 FEET TO A POINT OF CURVATURE; THENCE 367.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°42'19", A RADIUS OF 461.00 FEET AND A CHORD THAT BEARS N67°43'41"W A DISTANCE OF 358.07 FEET; THENCE N44°52'31"W A DISTANCE OF 1089.90 FEET TO A POINT OF CURVATURE; THENCE 43.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 82°20'19", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N86°02'41"W A DISTANCE OF 39.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE 508.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°38'07", A RADIUS OF 796.00 FEET AND A CHORD THAT BEARS S71°06'13"W A DISTANCE OF 500.34 FEET; THENCE S89°25'17"W A DISTANCE OF 102.02 FEET; THENCE N01°39'18"E A DISTANCE OF 102.08 FEET; THENCE N89°25'17"E A DISTANCE OF 98.04 FEET TO A POINT OF CURVATURE; THENCE 604.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°53'24", A RADIUS OF 694.00 FEET AND A CHORD THAT BEARS N64°28'35"E A DISTANCE OF 585.39 FEET; THENCE N00°49'41"E A DISTANCE OF 263.94 FEET; THENCE N44°04'45"W A DISTANCE OF 116.68 FEET; THENCE S89°32'04"W A DISTANCE OF 119.31 FEET; THENCE N00°55'09"E A DISTANCE OF 219.13 FEET; THENCE N89°04'49"W A DISTANCE OF 10.00 FEET; THENCE N00°55'11"E, A DISTANCE OF 182.17 FEET TO A POINT OF CURVATURE; THENCE 113.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'10", A RADIUS OF 72.00 FEET AND A CHORD THAT BEARS N44°04'49"W A DISTANCE OF 101.82 FEET; THENCE N89°04'49"W A DISTANCE OF 19.58 FEET TO A POINT OF CURVATURE; THENCE 11.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°59'45", A RADIUS OF 7.00 FEET AND A CHORD THAT BEARS N44°04'49"W A DISTANCE OF 9.90 FEET; THENCE N00°55'11"E A DISTANCE OF 150.83 FEET;

THENCE N89°04'49"W A DISTANCE OF 343.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET, N00°46'58"E A DISTANCE OF 687.63 FEET;  
THENCE N89°45'57"E A DISTANCE OF 126.12 FEET;  
THENCE N00°14'03"W A DISTANCE OF 1.73 FEET;  
THENCE 58.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°08'05", A RADIUS OF 57.00 FEET AND A CHORD THAT BEARS S66°51'57"E A DISTANCE OF 56.25 FEET;  
THENCE S08°32'02"E A DISTANCE OF 20.78 FEET;  
THENCE S37°17'55"E A DISTANCE OF 28.47 FEET TO A POINT OF CURVATURE;  
THENCE 11.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°36'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S25°59'37"E A DISTANCE OF 11.76 FEET;  
THENCE N52°42'05"E A DISTANCE OF 10.61 FEET;  
THENCE 7.28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°25'17", A RADIUS OF 40.00 FEET AND A CHORD THAT BEARS S15°19'45"E A DISTANCE OF 7.27 FEET;  
THENCE S10°07'06"E A DISTANCE OF 34.38 FEET;  
THENCE S35°58'53"E A DISTANCE OF 27.53 FEET;  
THENCE N77°40'30"E A DISTANCE OF 62.07 FEET;  
THENCE N00°19'00"W A DISTANCE OF 22.84 FEET;  
THENCE N28°55'59"E A DISTANCE OF 35.32 FEET;  
THENCE N10°07'32"W A DISTANCE OF 91.62 FEET;  
THENCE N03°27'43"W A DISTANCE OF 59.02 FEET;  
THENCE N15°14'54"W A DISTANCE OF 197.61 FEET;  
THENCE N24°18'56"W A DISTANCE OF 48.82 FEET;  
THENCE N09°09'07"W A DISTANCE OF 150.28 FEET;  
THENCE N00°49'56"E A DISTANCE OF 152.03 FEET;  
THENCE N89°54'36"W A DISTANCE OF 191.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET THE FOLLOWING TWO (2) COURSES;  
1) N00°46'58"E A DISTANCE OF 66.00 FEET;  
2) THENCE N78°00'51"W A DISTANCE OF 81.53 FEET;  
THENCE N89°57'08"E A DISTANCE OF 161.14 FEET;  
THENCE N00°28'07"E A DISTANCE OF 7.01 FEET;  
THENCE N36°28'15"E A DISTANCE OF 307.06 FEET;  
THENCE N03°06'41"E A DISTANCE OF 254.69 FEET;  
THENCE N89°54'37"W A DISTANCE OF 36.76 FEET;  
THENCE N00°05'23"E A DISTANCE OF 70.00 FEET;  
THENCE S89°54'36"E A DISTANCE OF 1709.17 FEET;  
THENCE N00°40'12"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING,

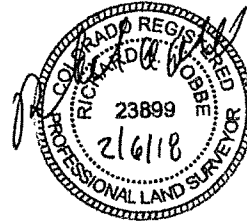
SAID PARCEL CONTAINS 9,771,228 SQUARE FEET (224.317 ACRES) MORE OR LESS.

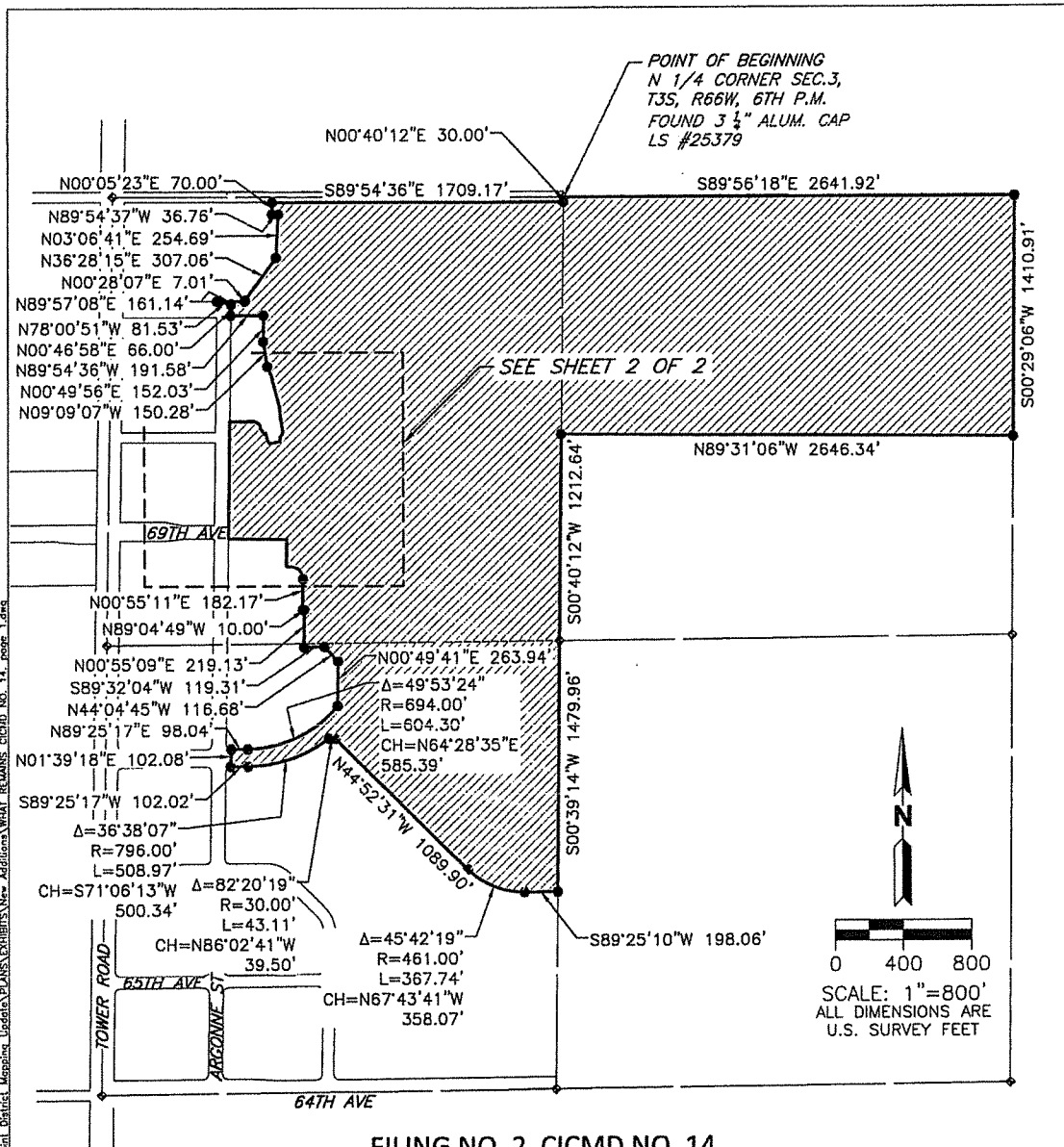
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

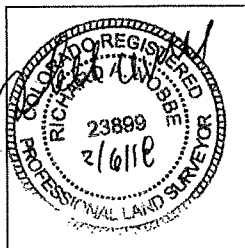
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018





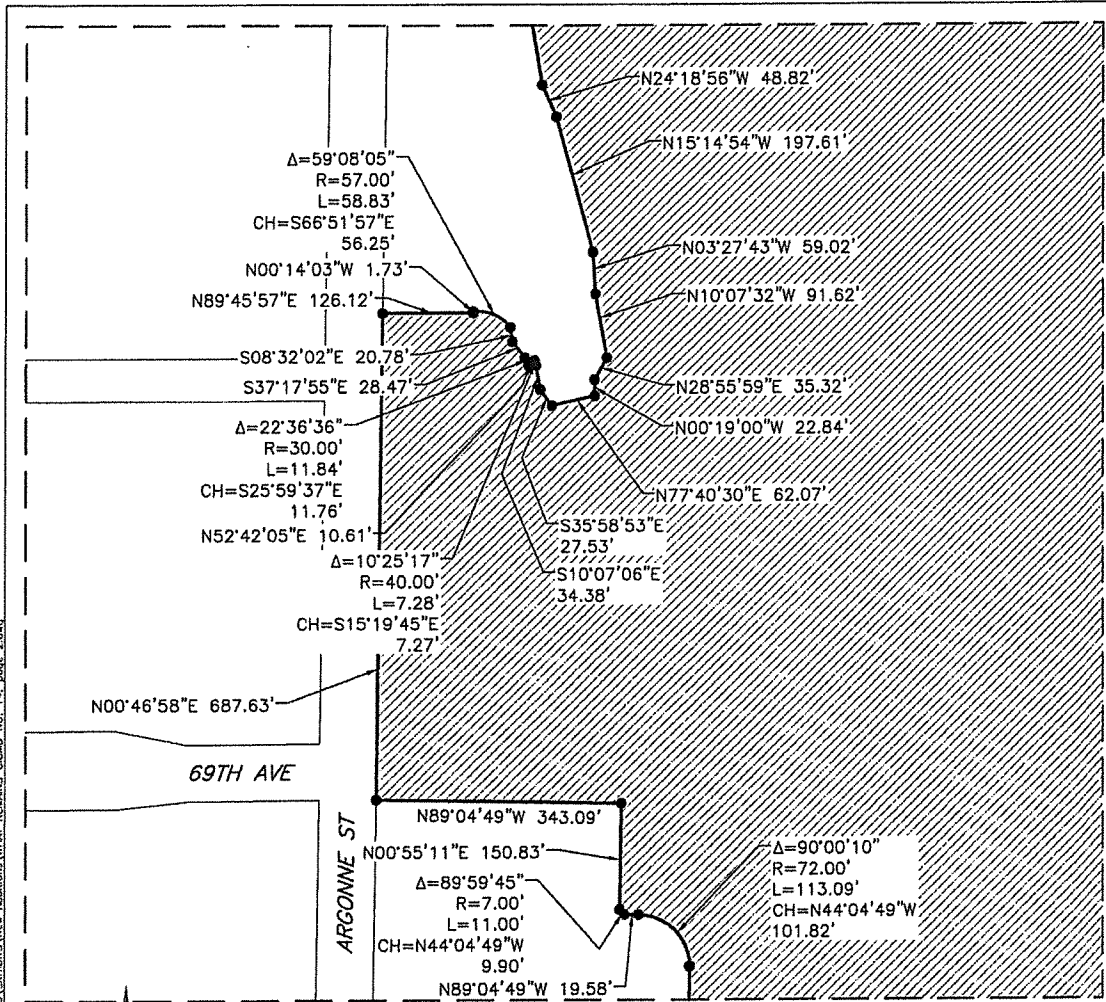
FILING NO. 2, CICMD NO. 14



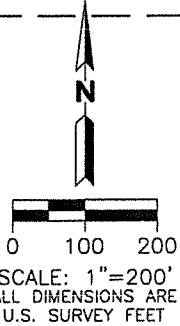
SHEET 1 OF 2  
JANUARY 25, 2018

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

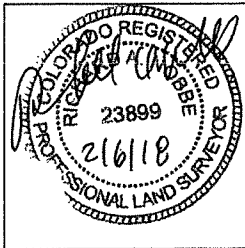
THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL  
DESCRIPTION.



DRAWING LOCATION: G:\SCHLAPPE\16.0616-16th Point District Mapping Update\16.0616-16th Point District Mapping Update\WHAT REMAINS\_CICMD NO. 14\_page 2.dwg



FILING NO. 2, CICMD NO. 14



SHEET 2 OF 2  
JANUARY 25, 2018


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 303.431.6100 MARTINMARTIN.COM

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A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, N89°32'04"E A DISTANCE OF 70.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD AND THE POINT OF BEGINNING;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE WHICH IS 70.00 FEET EASTERLY OF AND PARALLEL TO THE WESTERLY LINE OF SAID NORTHWEST QUARTER, N00°49'25"E A DISTANCE OF 342.44 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SUNRISE GATEWAY FILING NO. 1, RECORDED AT RECEPTION NO. 9700049232;  
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, N89°34'11"E A DISTANCE OF 254.00 FEET;  
THENCE S00°49'25"W A DISTANCE OF 342.28 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER;  
THENCE ALONG SAID SOUTHERLY LINE, S89°32'04"W A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING.

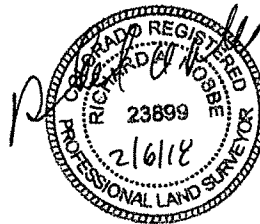
SAID PARCEL CONTAINS 86,938 SQUARE FEET (1.996 ACRES) MORE OR LESS

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

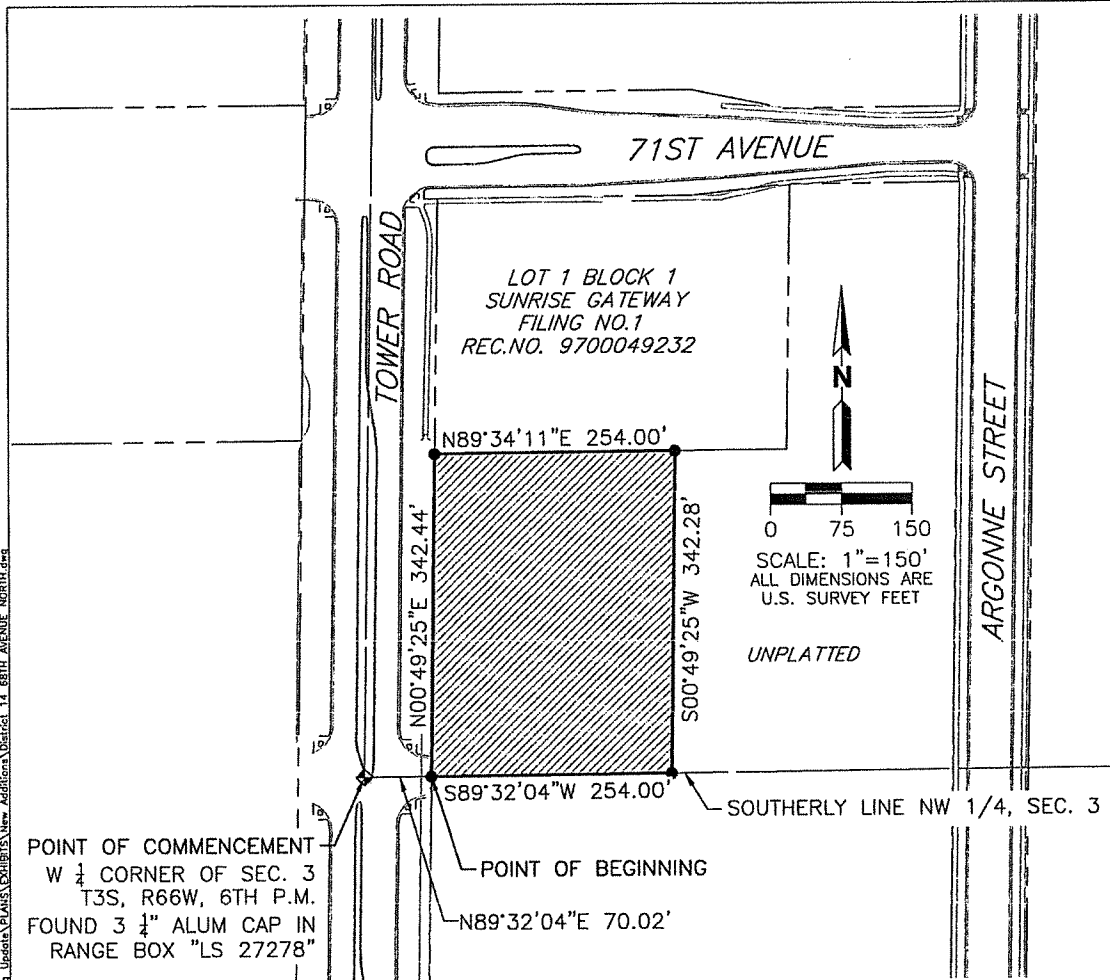
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



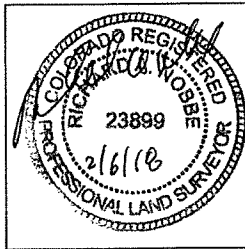




DRAWING LOCATION: C:\SCHWAB\EX\16.061 E-High Point District Mapping Update\PLANS\EXHIBITS\New Additions\District 14 68TH AVENUE NORTH.dwg

POINT OF COMMENCEMENT  
 W 1/4 CORNER OF SEC. 3  
 T3S, R66W, 6TH P.M.  
 FOUND 3 1/4" ALUM CAP IN  
 RANGE BOX "LS 27278"

**NORTH 68TH AVENUE CICMD NO. 14**



JANUARY 25, 2018

**MARTIN/MARTIN**  
 CONSULTING ENGINEERS

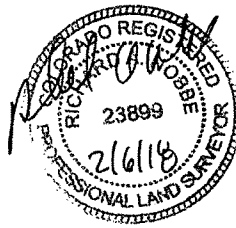
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
 303.431.6100 MARTINMARTIN.COM

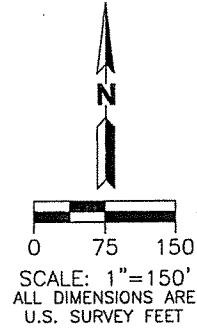
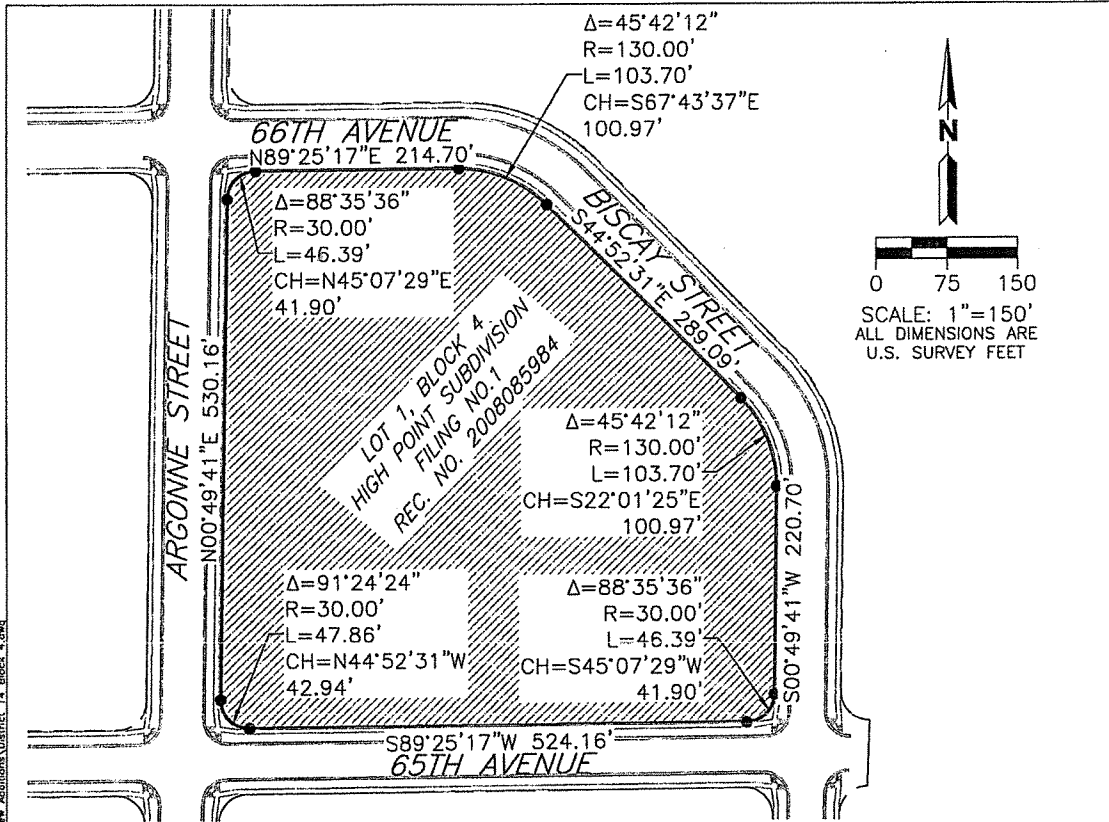
THIS EXHIBIT DOES NOT REPRESENT  
 A MONUMENTED SURVEY. IT IS  
 INTENDED ONLY TO DEPICT THE  
 ATTACHED LEGAL DESCRIPTION.

LOT 1, BLOCK 4, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 301,610 SQUARE FEET (6.95 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



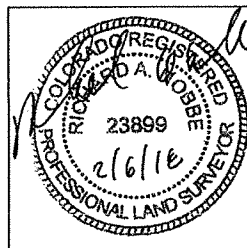


**LOT 1, BLOCK 4, CICMD NO. 14**

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

DRAWING LOCATION: C:\SCHLAPPER\16.0618-High Point District Mapping\Update\PLANS\EXHIBITS\New Additions\District 14 Block 4.dwg



JANUARY 25, 2018

**MARTIN/MARTIN**  
CONSULTING ENGINEERS

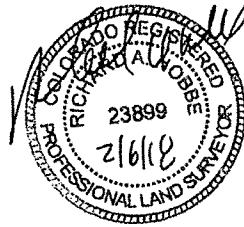
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM

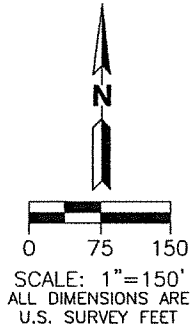
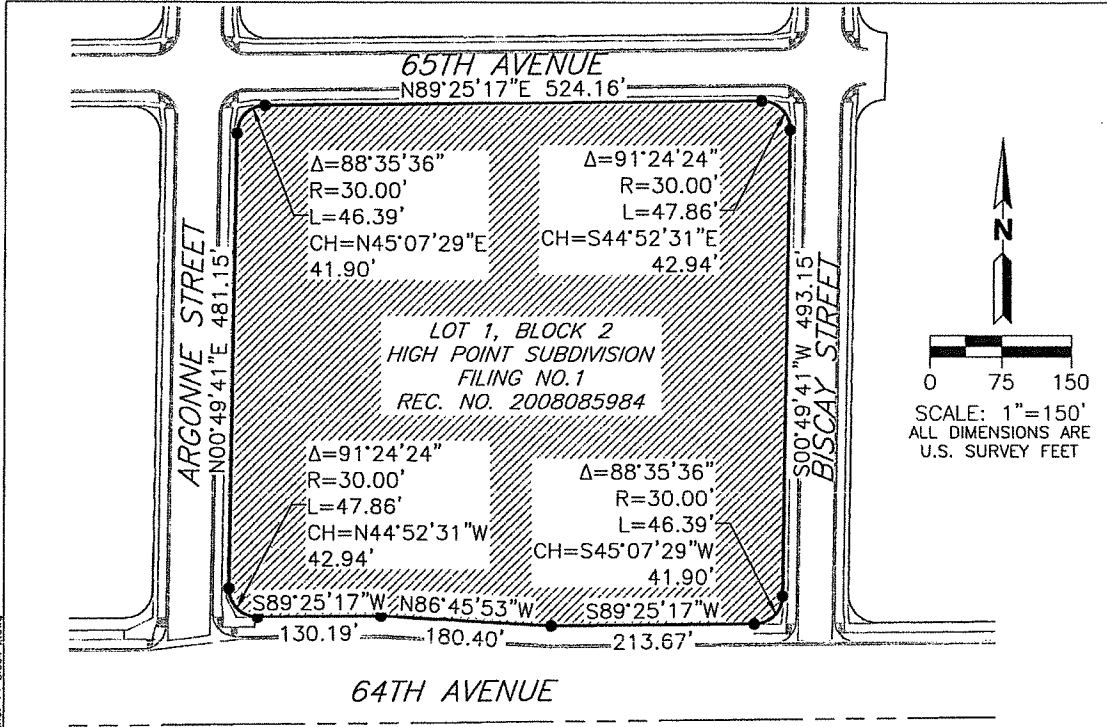
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

LOT 1, BLOCK 2, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH  
PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

SAID PARCEL CONTAINS 319,259 SQUARE FEET (7.33 ACRES) MORE OR LESS.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018



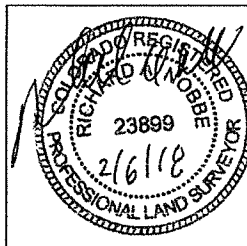


**LOT 1, BLOCK 2, CICMD NO. 14**

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Marine Update\PLANS\EXHIBITS\New Addition\District 14 Block 2.dwg



JANUARY 25, 2018



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

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, N89°39'14"E A DISTANCE OF 72.02 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64<sup>TH</sup> AVENUE AND THE POINT OF BEGINNING;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES; (1)  
S89°25'17"W A DISTANCE OF 1272.01 FEET TO A POINT OF CURVATURE;  
2) THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'24", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BISCAY STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES;  
1) N00°49'41"E A DISTANCE OF 493.15 FEET TO A POINT OF CURVATURE;  
2) THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°33'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET;  
3) THENCE N02°01'57"E A DISTANCE OF 70.07 FEET;  
4) THENCE 47.86 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'32", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 FEET;  
5) THENCE N00°49'41"E A DISTANCE OF 217.51 FEET TO A POINT OF CURVATURE;  
6) THENCE 159.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'12", A RADIUS OF 200.00 FEET AND A CHORD THAT BEARS N22°01'25"W A DISTANCE OF 155.34 FEET;  
7) THENCE N44°52'31"W A DISTANCE OF 289.09 FEET TO A POINT OF CURVATURE;  
8) THENCE 159.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'12", A RADIUS OF 200.00 FEET AND A CHORD THAT BEARS N67°43'37"W A DISTANCE OF 155.34 FEET;  
9) THENCE S89°25'17"W A DISTANCE OF 211.50 FEET TO A POINT OF CURVATURE;  
10) THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°24'24", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W A DISTANCE OF 42.94 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSE;  
1) N00°49'41"E A DISTANCE OF 514.15' FEET TO A POINT OF CURVATURE;  
2) THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°33'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E A DISTANCE OF 41.90 FEET;  
THENCE N89°25'17"E A DISTANCE OF 102.02 FEET TO A POINT OF CURVATURE;  
THENCE 508.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°38'07", A RADIUS OF 796.00 FEET AND A CHORD THAT BEARS N71°06'13"E A DISTANCE OF 500.34 FEET TO A POINT OF REVERSE CURVATURE;  
THENCE 43.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 82°20'19", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S86°02'41"E A DISTANCE OF 39.50 FEET;  
THENCE S44°52'31"E A DISTANCE OF 1089.90 FEET TO A POINT OF CURVATURE;

THENCE 367.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°42'19", A RADIUS OF 461.00 FEET AND A CHORD THAT BEARS S67°43'41"E A DISTANCE OF 358.07 FEET;  
THENCE N89°25'10"E A DISTANCE OF 198.06 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 3;  
THENCE ALONG SAID EASTERLY LINE S00°39'14"W A DISTANCE OF 1092.26 FEET TO THE POINT OF BEGINNING.

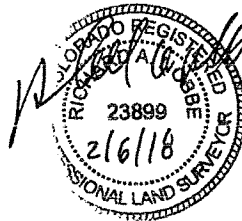
SAID PARCEL CONTAINS 2,296,434 SQUARE FEET (52.719 ACRES) MORE OR LESS.

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

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
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12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018







A PARCEL OF LAND BEING A PORTION OF LOT 2, AND TRACT A, BLOCK 5, HIGH POINT SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 2008085984, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, N00°49'41"E A DISTANCE OF 197.06 FEET;  
THENCE N45°00'00"E A DISTANCE OF 66.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 260.00 FEET;  
THENCE S45°00'00"E A DISTANCE OF 67.00 FEET;  
THENCE N90°00'00"E A DISTANCE OF 94.00 FEET;  
THENCE N45°00'00"E A DISTANCE OF 30.00 FEET;  
THENCE N90 00'00"E A DISTANCE OF 82.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET, S00° 49' 41"W A DISTANCE OF 213.47 FEET TO A POINT OF CURVATURE;  
THENCE 46.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 30.00 FEET, A CENTRAL ANGLE OF 88°35'36" AND A CHORD THAT BEARS S45°07'29"W A DISTANCE OF 41.90 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 66<sup>TH</sup> AVENUE;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 66<sup>TH</sup> AVENUE, S89°25'17"W A DISTANCE OF 491.15 FEET TO A POINT OF CURVATURE;  
THENCE 42.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RAIDUS OF 30.00 FEET, A CENTRAL ANGLE OF 91°24'24" AND A CHORD THAT BEARS N44°52'31" A DISTANCE OF 42.94 FEET TO THE POINT OF BEGINNING.

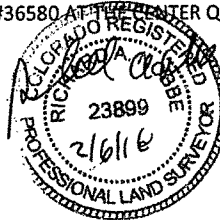
SAID PARCEL CONTAINS 139,733 SQUARE FEET OR 3.208 ACRES, MORE OR LESS.

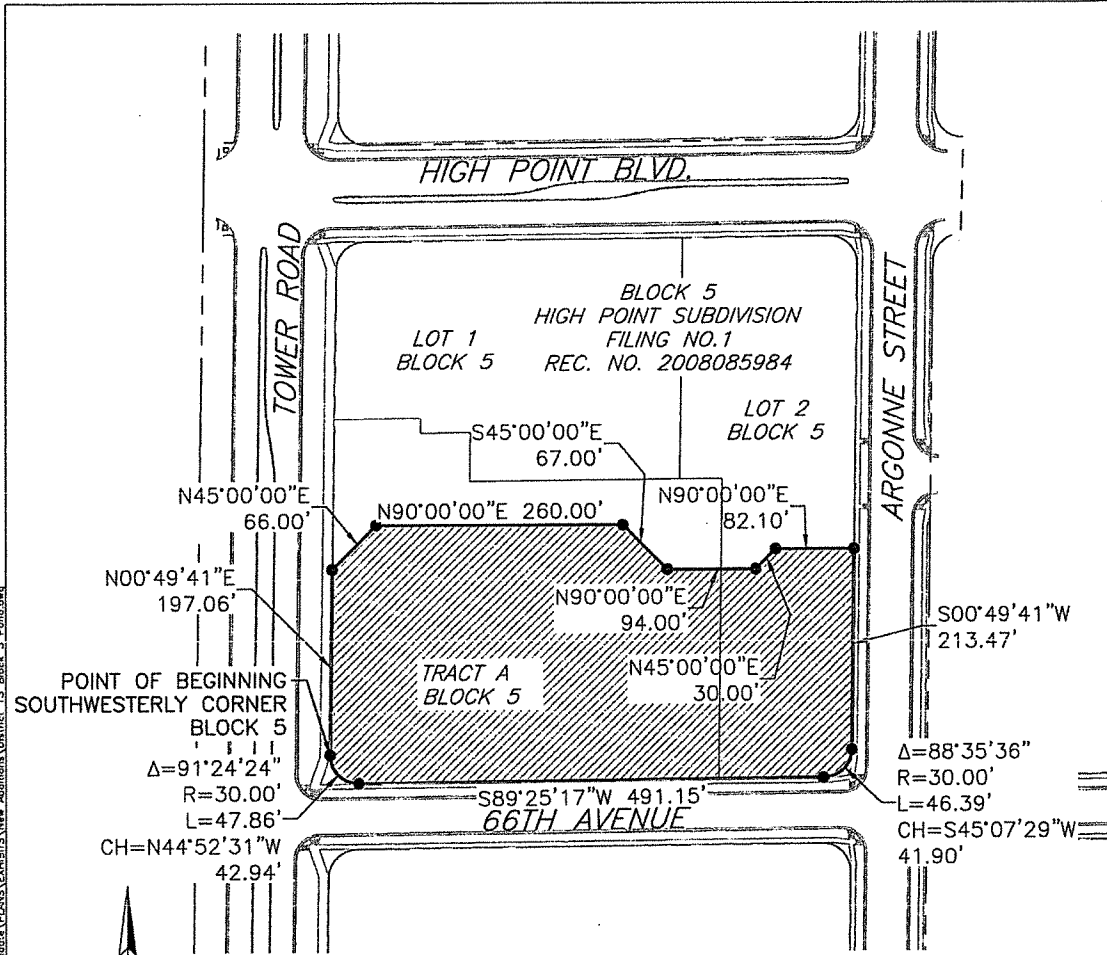
ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

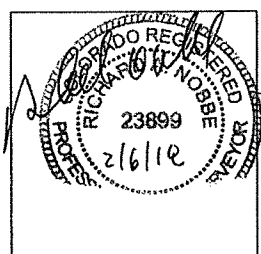
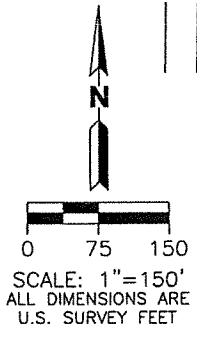
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

PREPARED BY DENNIS PETER  
REVIEWED BY RICHARD A. NOBBE, PLS  
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
JANUARY 25, 2018





DRAWING LOCATION: G:\SCHLAPPE\16.0616-High Point District Mapping\Update\PLANS\EXHIBITS\New Additions\District 13 Block 5 Pond.dwg



JANUARY 25, 2018

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

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

**CERTIFICATION**

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 2018-02-\_\_\_\_, Resolution of the Board of Directors of Denver High Point at DIA Metropolitan District, Resolution for Exclusion of Real Property.

**DENVER HIGH POINT AT DIA METROPOLITAN  
DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary

**RESOLUTION NO. 2018-02-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14**

**RESOLUTION FOR EXCLUSION OF REAL PROPERTY**

A. **ACM HIGH POINT VI LLC**, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the **Colorado International Center Metropolitan District No. 14** (the “**District**”) for the exclusion from the boundaries of said District of the real property hereinafter described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Public Notice has been published in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the request for approval of said Petition.

C. No written objection was filed by any person in the District to the Petition.

D. The Board of Directors has taken into consideration all of the factors set forth in Section 32-1-501(3), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, CITY AND COUNTY OF DENVER, COLORADO:

1. The Board of Directors finds that:
  - (a) exclusion of the Property is in the best interests of the Property to be excluded;
  - (b) exclusion of the Property is in the best interests of the District;
  - (c) exclusion of the Property is in the best interests of the county or counties in which the District is located;
  - (d) the relative costs to the Property to be excluded from the provision of the District’s services exceed the benefits of the Property remaining within the District’s boundaries;
  - (e) under its current service plan the District does not have the ability to provide economical and sufficient service to both the Property seeking exclusion and all of the properties located within the District boundaries;
  - (f) the District does not have the ability to provide services to the Property to be excluded at a reasonable cost compared with the cost which would be imposed by other entities in the surrounding area providing similar services;
  - (g) denying the petition may have a negative impact on employment and other economic conditions in the District and surrounding areas;

(h) denying the petition may have a negative economic impact on the region and on the District, surrounding area and State as a whole;

(i) an economically feasible alternative service may be available; and

(j) it should not be necessary for the District to levy any additional costs on other property within the District if the Petition for Exclusion is granted.

2. The Board of Directors of the District shall and hereby does, order that the Petition for Exclusion be granted and the Property be excluded from the boundaries of the District subject to Petitioner paying the costs associated with processing the petition and requesting the court enter the Order for Exclusion, and recording thereof.

3. The Board of Directors of the District shall and hereby does further acknowledge and resolve that in accordance with Section 32-1-503, C.R.S., the Property described herein shall be obligated to the same extent as all other property within the District with respect to and shall be subject to the levy of taxes for the payment of that proportion of the outstanding indebtedness of the District and interest thereon existing immediately prior to the effective date of the Order for Exclusion (“**Outstanding Indebtedness**”).

4. The Board of Directors of the District shall and hereby does further order that, in accordance with Section 32-1-503(1), C.R.S., upon the effective date of the Order excluding the Property, the Property shall not be subject to any property tax levied by the Board of Directors of the District for the operating costs of the District.

5. The Board of Directors of the District shall and hereby does further resolve that in its discretion it may establish, maintain, enforce and, from time to time, modify service charges, tap fees, and other rates, fees, tolls and charges, upon residents or users in the area of the District as it existed prior to the exclusion, including the Property, to supplement the proceeds of tax levies in the payment of the Outstanding Indebtedness and the interest thereon.

The name and address of the Petitioner of one hundred percent (100%) of the Property and the legal description of said Property are as follows:

Petitioner: ACM HIGH POINT VI LLC

Address of Petitioner: 4100 E. Mississippi Ave., Suite 500  
Glendale, CO 80246

Legal Description: Approximately 29.788 acres of land legally described on **Exhibit A** attached hereto and incorporated herein.

RESOLUTION APPROVED AND ADOPTED on February 27, 2018.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 14**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

## EXHIBIT A

### Legal Description

A PARCEL OF LAND BEING A PORTION OF HIGH POINT SUBDIVISION FILING NO. 1, RECEPTION NO. 2008085984 TOGETHER WITH A PORTION OF UNPLATTED LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;  
THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, S00°49'41"W A DISTANCE OF 720.06 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD EXTENDED;  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD EXTENDED, N89°25'17"E A DISTANCE OF 730.48 FEET TO THE POINT OF BEGINNING;  
THENCE N89°25'17"E A DISTANCE OF 102.02 FEET TO A POINT OF CURVATURE;  
THENCE 508.97 FEET ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 36°38'07", A RADIUS OF 796.00 FEET AND A CHORD THAT BEARS N71°06'13"E, A DISTANCE OF 500.34 FEET TO A POINT OF REVERSE CURVATURE;  
THENCE 43.11 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 82°20'19", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S86°02'41"E, A DISTANCE OF 39.50 FEET;  
THENCE S44°52'31"E A DISTANCE OF 282.59 FEET;  
THENCE S46°36'19"W A DISTANCE OF 432.14 FEET;  
THENCE S44°52'31"E A DISTANCE OF 280.51 FEET;  
THENCE S46°36'19"W A DISTANCE OF 385.13 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BISCAY STREET;  
THENCE ALONG SAID RIGHT-OF-WAY OF BISCAY STREET THE FOLLOWING FOUR (4) CONSECUTIVE COURSES; 1) S44°52'31"E A DISTANCE OF 119.82 FEET;  
2) THENCE 103.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45°42'12", A RADIUS OF 130.00 FEET AND A CHORD THAT BEARS S22°01'25"E, A DISTANCE OF 100.97 FEET;  
3) THENCE S00°49'41"W A DISTANCE OF 843.89 FEET;  
4) THENCE 46.49 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 88°35'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS S45°07'29"W, A DISTANCE OF 41.90 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 64<sup>TH</sup> AVENUE;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 64<sup>TH</sup> AVENUE THE FOLLOWING THREE CONSECUTIVE (3) COURSES;  
1) S89°25'17"W A DISTANCE OF 213.68 FEET;  
2) THENCE N86°45'53"W A DISTANCE OF 180.40 FEET;  
3) THENCE S89°25'24"W A DISTANCE OF 130.19 FEET TO A POINT OF CURVATURE AND THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET THE FOLLOWING THREE (3) COURSES;  
1) 47.86 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 91°24'24", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N44°52'31"W, A DISTANCE OF 42.94 FEET;  
2) THENCE N00°49'41"E A DISTANCE OF 1785.54 FEET TO A POINT OF CURVATURE;  
3) THENCE 46.39 FEET ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 88°35'36", A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N45°07'29"E, A DISTANCE OF 41.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,170,600 SQUARE FEET (26.873 ACRES) MORE OR LESS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR N89°32'04"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #27278 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #36580 AT THE CENTER QUARTER CORNER.

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

**TOGETHER WITH:**

THAT PART OF LOT 1, LOT 2, AND TRACT A, BLOCK 5, HIGH POINT SUBDIVISION FILING NO. 1, SITUATE IN THE SW 1/4 OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF PARCEL 1, WHENCE THE NORTHERLY POINT OF CURVATURE ON THE WESTERLY LINE OF TRACT A BEARS, S00° 49' 41" W, A DISTANCE OF 269.04 FEET;  
THENCE N90° 00' 00" E, ALONG THE SOUTHERLY LINE OF PARCEL 1, A DISTANCE OF 189.00 FEET;  
THENCE N00° 00' 00" E, ALONG THE EASTERLY LINE OF PARCEL 1, A DISTANCE OF 276.25 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD;  
THENCE N89°25'03" E, ALONG SAID LINE, A DISTANCE OF 335.41 FEET TO A POINT OF CURVATURE;  
THENCE 47.86 FEET ALONG THE ARC OF 30.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 91° 24' 49", WHOSE LONG CHORD BEARS S44° 52' 33" E, A DISTANCE OF 42.95 FEET TO A POINT OF TANGENCY;  
THENCE S00 49' 52" W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET, A DISTANCE OF 300.73 FEET TO THE SOUTHERLY CORNER OF PARCEL 2;  
THENCE N90° 00' 00"W, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 82.11 FEET;  
THENCE S45° 00' 00" W, A DISTANCE OF 30.00 FEET;  
THENCE N90° 00' 00" W, A DISTANCE OF 94.00 FEET;  
THENCE N45° 00' 00" W, A DISTANCE OF 67.00 FEET;  
THENCE N90° 00' 00" W, A DISTANCE OF 260.00 FEET;  
THENCE S45° 00' 00" W, A DISTANCE OF 66.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TOWER ROAD;  
THENCE N00° 49' 41" E, ALONG SAID LINE, A DISTANCE OF 71.98 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 124.581 SQUARE FEET OR 2.86 ACRES, MORE OR LESS.



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

**AND TOGETHER WITH:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3;  
THENCE S00° 49' 25" W, 704.49 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LINE EXTENDED OF 71<sup>ST</sup> AVENUE;  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINE EXTENDED N89° 57' 08" E. 701.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S00° 46' 58" W, 539.96 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE 151.98 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 70° 13' 20", A RADIUS OF 124.00 FEET AND A CHORD THAT BEARS S61° 19' 20" E, 142.64 FEET;  
THENCE ALONG A NON-TANGENT LINE S00° 14' 03" E, 1.73 FEET;  
THENCE S89° 45' 57" W, 126.12 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARGONNE STREET;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00° 46' 58" E, 70.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.055 ACRES (2,378 SQUARE FEET), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED UPON THE ASSUMPTION THAT THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N00° 49' 25" E BETWEEN FOUND MONUMENTS AT THE WEST QUARTER CORNER OF SECTION 3, A 3-1/4" ALUMINUM CAP IN RANGE BOX LS #27278 AND THE NORTHWEST QUARTER CORNER OF SECTION 3, A 3-1/2" ALUMINUM CAP IN RANGE BOX LS #20699.

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

**CERTIFICATION**

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 2018-02-\_\_\_\_, Resolution of the Board of Directors of Colorado International Center Metropolitan District No. 14, Resolution for Exclusion of Real Property.

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 14**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Secretary



January 29, 2018

Colorado International Center Metropolitan District No.14  
c/o Megan Becher  
McGeady Becher P.C.  
450 E. 17th Ave., Ste. 400  
Denver, CO 80203

**RE: Letter Agreement for Investment Banking Services  
Colorado International Center Metropolitan District No.14**

Dear Ms. Becher,

This letter agreement confirms the terms and conditions upon which D.A. Davidson & Co. Fixed Income Capital Markets (“Davidson”), its successors or assigns will provide investment banking services to Colorado International Center Metropolitan District No.14 (the “Client”).

The investment banking services rendered by Davidson under this agreement may include:

- Analysis of the project’s credit quality
- Analysis of the capital markets, including interest rates and terms available in the market
- Evaluating potential strategies to achieve the Client’s goals
- Working with the Client’s consultants and attorneys to determine the feasibility of various borrowing or restructuring options
- Advising the Client on the structure and terms of a restructured bond or a new bond or loan
- Coordinating with the Client’s attorneys and consultants, the dissemination of financial data
- Negotiating the structure and terms of the bonds/loan with the purchaser on behalf of the Client
- Underwriting or privately placing bonds on behalf of the Client or assisting the Client in obtaining a direct, tax exempt loan
- Under the direction and legal advice of nationally recognized bond counsel, assist and supervise the steps necessary to be taken to close the transaction

By signing this letter agreement, the Client acknowledges and agrees that: (i) the transaction contemplated by this Agreement will be an arm’s length, commercial transaction between the Client and the purchaser, in which Davidson may be acting as an agent or as an underwriter, but not as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) Davidson has not assumed any fiduciary responsibility to the Client with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the only obligations Davidson will

have to the Client with respect to the transaction contemplated hereby are expressly set forth in this letter agreement; and (iv) the Issuer has consulted and will continue to consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate. The representative of the Client signing this letter agreement has been duly authorized to execute this letter agreement and to act hereunder.

This letter agreement shall remain in full force and effect until such time as the Client notifies Davidson in writing of its intent to terminate this letter agreement. Davidson may resign and terminate this letter agreement by providing written notification with no less than 30 days prior notice to the Client.

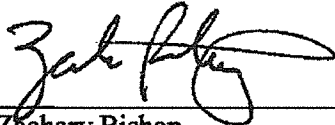
At such time as arrangements for the sale of bonds or other borrowing have been completed, Davidson shall be paid as shown below:

- 1.0% of par for the structuring and placement of bonds with the developer
- 2.0% of par for underwriting/placement of non-rated senior bonds
- 3.0% of par for underwriting/placement of subordinate bonds

This letter agreement is not an offer to purchase bonds. If the sale of bonds or other borrowing does not occur, Davidson shall not be owed compensation. Please indicate by your signature below your desire to engage D.A. Davidson & Co. Fixed Income Capital Markets to provide investment banking services on these terms.

Respectfully submitted,

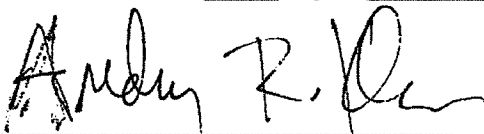
*D.A. Davidson & Co. Fixed Income Capital Markets*



Zachary Bishop

Managing Director

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.



Authorized Officer

Colorado International Center Metropolitan District No.14



**D.A. DAVIDSON**

D.A. Davidson & Co. member SIPC

## PERMIT TO CONDUCT GEOPHYSICAL OPERATIONS

**Grantor:** DENVER HIGH POINT AT DIA METRO DISTRICT  
2154 E COMMONS AVE STE 2000  
CENTENNIAL, CO 80122

DATE: 01/04/2018  
PERMIT # HK0319  
PROSPECT: Hawkeye 3D

Seismic Acquisition Services, on behalf of Dawson Geophysical its contractors, subcontractors, assigns and assignees, respectfully requests your permission to conduct a seismic survey for the purpose of acquiring seismic data, including the right to ingress and egress across property owned by you in Denver County, State of Colorado being described below, and including all minerals owned by you within the boundary of the Project Area:

**Property Description:**  
T3 R66 S3 PT SW/4 DIF RCP# 2009001505 RCD 01/07/09 DAF \* (3.59 Net Acres)

Total Net Acres: 3.59

Compensation Flat fee of \$50.00, for all permits less than 5.00 acres  
Payment will be made to the Grantor within 45 days of the completion of the geophysical operation and based on the number of acres within the final Project Area.  
*In the event of crop damage, damages will be calculated as follows: damaged acres x average yield x spot price*

The Grantor hereby agrees to allow the personnel and equipment of Dawson Geophysical and its subcontractors (hereinafter collectively called "Grantee") to enter upon lands described above for the purpose of conducting all phases of a single geophysical operation thereon. Furthermore, the Grantor and Grantee hereby agree to the following terms and conditions:

- 1) The Grantee shall compensate the Grantor for all damages, over and above normal wear and tear, that may occur as a result of the geophysical operations of the Grantee.
- 2) The Grantee shall conduct all operations in a accordance with standard geophysical practices, in a careful, diligent and safe manner and in compliance with all applicable laws, regulations and orders of duly constituted authorities.
- 3) The Grantee shall indemnify and save the Grantor harmless from all liability claims arising out of or resulting from the geophysical operations conducted under this permit, and for any losses, damages, costs or expenses to the Grantor which may result from such operations.
- 4) In the event of damages, it shall be the responsibility of the Grantor to accompany an agent of the Grantee to inspect the above described lands, to establish and agree upon the amount of compensation. A signed release will be required from the Grantor before any damage payment, including crop damage, is made by the Grantee.
- 5) If for whatever reason, this seismic work does not take place, or if the above property is not accessed for the geophysical survey, this contract is null and void, and payment will not be due.
- 6) This permit shall be in effect from the date of the signing for a period of one year. Unless otherwise voided by conditions stated herein, this permit shall survive any lease, sale, trade or conveyance of property interests described and made after the execution of this permit, and will be binding on successors or assigns.
- 7) Any additional terms, expressed or implied, shall be of no force or effect unless in writing and agreed to by the Grantor and Grantee as stated below.
- 8) For this seismic survey, it is the parties' intention to include any and all surface and mineral interests owned by Grantor, whether expressly identified herein, lying within the boundaries of the survey, as shown on the attached plat, (the "Project Area").
- 9) Grantor represents that Grantor has legal authority to grant permission for entry to the above-described property for the purpose of conducting the geophysical survey including any authority to grant access to any lands required for access to the above described property.
- 10) This permit constitutes the entire agreement of the parties with respect to the subject matter and supersedes any prior agreement of understanding with respect to the subject matter hereof.

Grantor: \_\_\_\_\_

Permit Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agent Name: Jeremy Hill

Date Signed: \_\_\_\_\_

Telephone: 832-474-3278

Telephone: \_\_\_\_\_

Email: jeremyhill121@gmail.com

Email: \_\_\_\_\_

SAS Telephone: 720-688-0052

Seismic Acquisition Services  
161 E. Bridge St.  
Brighton, CO 80601

Office: 720-688-0052

Cell: 832-474-3278

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Dear Property Owner,

Enclosed you will find a form requesting to access your property / or properties for the purpose of conducting a seismographic survey. Seismographic surveys are done to locate potential oil/gas producing formations. We place small sensors on top of the surface that will record seismic measures that we create. The sensors are usually in place for about 2 to 3 weeks and then will be picked back up. There will be no cables or wires involved as this is a wireless system. The sensors do not create any damage or create any ground disturbance. We are asking your permission to place the sensors on your property. Our operations are closely regulated and safety is our number one goal. We are paying \$10/acre across the board, and we will pay \$50 for tracts of 5 acres or less. We hope you will sign the permit and join us in the exploration of oil and natural gas in the area. If you have any other questions please call me as soon as possible. **I am working in the area and would be glad to meet with you to discuss the operations.** We are in the permit stage and should start this survey within 1 month.

This is not a mineral lease it is simply a **surface permit** to conduct the test. **This will not affect any current lease you may have with an oil/gas company.** We appreciate you working with us on this program and ask that you call my cell phone @ 832-474-3278 should you have any questions regarding this Seismic Program.

Upon granting permission, please sign and fill out the permit form and mail back in the stamped return envelope, or you could scan/email to me at [jeremyhill121@gmail.com](mailto:jeremyhill121@gmail.com).

Thanks,



Jeremy Hill  
Cell Phone: (832) 474-3278  
Email: [jeremyhill121@gmail.com](mailto:jeremyhill121@gmail.com)

**Change Order**

Contractor: Hudick Excavating, Inc  
 5460 Montana Vista Way  
 Castle Rock, CO 80108

Date: 9/1/2017  
 Contract Name: DHP Filing One Infrastructure Project  
 Original Contract Date: May 29, 2017  
 Change Order Number: 1  
 Reference:

Owner: Denver High Point @ DIA Metropolitan District  
 2154 E. Commons Ave., Suite 2000  
 Centennial, CO 80122

Change the work to be performed under the original contract as follows: Temporary striping for 64th Ave after waterline construction. Final striping will be constructed by the RIDA Corp

**Itemized Costs**

Description	Quantity	Unit	Price	Extension
Mobilization	1	LS	\$ 556.18	\$ 556.18
Removal of Pavement Markings	196	LF	\$ 5.56	\$ 1,089.76
4" Double Yellow Stripe	266	LF	\$ 5.56	\$ 1,478.96
			\$	
			<b>Total Price=</b>	<b>\$ 3,124.91</b>

Original Contract Price	\$	3,329,654.00
Net Amount Previous Change Orders	\$	-
Current Contract Price	\$	3,329,654.00
Adjustment this Change Order	\$	3,124.91
Revised Contract Price	\$	3,332,778.91

  
 Hudick Excavating, Inc

12/8/17  
 Date

  
 Owner Representative Signature

12/11/17  
 Date

Denver High Point @ DIA Metropolitan District  
  
 Owner Signature

12/12/17  
 Date

**Change Order**

Contractor: Hudick Excavating, Inc  
 5460 Montana Vista Way  
 Castle Rock, CO 80108

Date: 10/18/2017  
 Contract Name: DHP Filing One Infrastructure Project  
 Original Contract Date: May 29, 2017  
 Change Order Number: 2  
 Reference:

Owner: Denver High Point @ DIA Metropolitan District  
 450 E. 17th Ave, Suite 400  
 Denver CO 80203-1254

Change the work to be performed under the original contract as follows: Add waterline connections to the Bronzite site for the Element Hotel site.  
 Approved by Denver Water

**Itemized Costs**

Description	Quantity	Unit	Price	Extension
6" Fire Line	1 EA		\$ 10,320.00	\$ 10,320.00
2" Type K Copper Service	1 EA		\$ 8,445.00	\$ 8,445.00
Remove Existing Stub	52 LF		\$ 11.50	\$ 598.00
			\$	
			<b>Total Price=</b>	<b>\$ 19,363.00</b>

Original Contract Price	\$ 3,329,654.00
Net Amount Previous Change Orders	\$ 3,124.91
Current Contract Price	\$ 3,332,778.91
Adjustment this Change Order	\$ 19,363.00
Revised Contract Price	\$ 3,352,141.91

  
 Hudick Excavating, Inc

12/8/17  
 Date

  
 Silverthorn Companies, Inc

Owner Representative Signature

12/11/17  
 Date

  
 Aurora High Point @ DIA Metropolitan District

Owner Signature

12/12/17  
 Date



### Change Order

Contractor: Hudick Excavating, Inc  
 5460 Montana Vista Way  
 Castle Rock, CO 80108

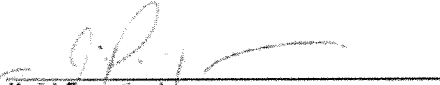
Date: 10/15/2017  
 Contract Name: DHP Filing One Infrastructure Project  
 Original Contract Date: May 29, 2017  
 Change Order Number: 3  
 Reference:

Owner: Denver High Point @ DIA Metropolitan District  
 450 E. 17th Ave, Suite 400  
 Denver CO 80203-1254

Change the work to be performed under the original contract as follows: Additional paving depth required by the CCD approved Pavement Design Report. Contract was written with a 7" depth and the report requires 8.5" depth of HBP over moisture density controlled subgrade.

Itemized Costs				
Description	Quantity	Unit	Price	Extension
HDP (7" depth) CCD	-11,684 SY		\$ 32.41	\$(378,678.44)
HDP (8.5" depth) CCD	11,684 SY		\$ 39.20	458,012.80
			\$	
			\$	
			Total Price=	\$ 79,334.36

Original Contract Price	\$	3,329,654.00
Net Amount Previous Change Orders	\$	22,487.91
Current Contract Price	\$	3,352,141.91
Adjustment this Change Order	\$	79,334.36
Revised Contract Price	\$	3,431,476.27

  
 Hudick Excavating, Inc.

12/2/17  
 Date

  
 Silverthorn Companies, Inc.  
 Owner Representative Signature

12/11/17  
 Date

  
 Aurora High Point @ DIA Metropolitan District  
 Owner Signature

12/12/17  
 Date