

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)  
COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT (“CIC”) NO. 13**

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 2020
Kevin Smith	Treasurer	2020/May 2020
Otis Moore, III	Assistant Secretary	2022/May 2022
Theodore Laudick	Assistant Secretary	2022/May 2022
<b>VACANT</b>		2022/May 2020

**DATE:**        **March 11, 2020**

**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.

---

B.        Approve Agenda; confirm location of meeting and posting of meeting notices.

---

**II.       PUBLIC COMMENTS**

A.        \_\_\_\_\_

**III.      CAPITAL MATTERS**

A.        Consider approval of Facilities Acquisition Agreement between the Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13 and William Lyon Homes, Inc. (enclosure).

---

B.        Ratify approval of Service Agreement for Independent Engineer’s Report and Cost Verification Services between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13 and Schedio Group LLC (proposal – enclosed).

---

- C. Review and consider approval of Engineer's Report and Cost Verification Report prepared by Schedio Group LLC for public improvement costs (to be distributed). Ratify allocation of costs between Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District No. 13 per Cost Verification Report (to be distributed).
- 

- D. Discuss and authorize reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM.
- 

IV. OTHER BUSINESS

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

- V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 11, 2020.**

Date: February 7, 2020

**To: Board of Directors**  
Colorado International Center Metropolitan  
District No. 13  
c/o Kevin Smith  
Westside Investment Partners, Inc.  
4100 E. Mississippi Ave, Ste 500 Denver, CO  
80246

**From: Schedio Group LLC**  
Timothy A. McCarthy, P.E., Owner  
808 9<sup>th</sup> Street  
Greeley, CO 80631

**Subject: Proposal for Independent Professional Engineer's Report and Cost Verification Services**

---

Dear Board of Directors,

Schedio Group LLC (Schedio Group) is pleased to present this proposal to Colorado International Center Metropolitan District No. 13 (District) for Independent Professional Engineering Services as they pertain to the review of costs and verification of costs associated with Public Improvements.

Schedio Group has reviewed the Service Plan for Colorado International Center Metropolitan District No. 13– City and County of Denver - Colorado - Prepared by McGeady Sisneros, P.C. (now McGeady Becher, P.C.) and approved March 13, 2006 (Service Plan). Per Exhibit C – Map and Legal Description of Inclusion Area, the residential development associated with CICMD No. 13 consists of Denver Parcels A, B and C totaling 376.508 acres. CIC MD No. 13 is associated with the larger project known as High Point located generally north of 64<sup>th</sup> Avenue, south of 72<sup>nd</sup> Avenue, west of Dunkirk Street and east of Town Road.

Therefore, after reviewing the Service Plan in conjunction with email and phone correspondence with a representative of the District on January 31, 2020, Schedio Group is making the following assumptions in preparing this proposal:

1. The District has a need for the review of costs and verification of soft, indirect and hard costs incurred to date associated with design of Public Improvements.
2. The District has a need, for the review of costs and verification of soft, indirect and hard costs incurred monthly associated with design and construction of Public Improvements.

This proposal will therefore consist of two primary tasks:

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED TO DATE ASSOCIATED WITH PUBLIC IMPROVEMENTS**

**TASK 2 – INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED MONTHLY ASSOCIATED WITH PUBLIC IMPROVEMENTS**

Please see EXHIBIT A SCOPE OF SERVICES, EXHIBIT B COMPENSATION and SIGNATURE PAGE below.

Thank you for considering Schedio Group LLC.

Respectfully,



Timothy A. McCarthy, P.E. | Owner Schedio Group LLC

**EXHIBIT A**  
**SCOPE OF SERVICES**

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW AND VERIFICATION OF COSTS INCURRED TO DATE ASSOCIATED WITH PUBLIC IMPROVEMENTS**

This task includes the review and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs incurred to date related to design of Public Improvements. It is important to note that this task will establish much of the framework and methodologies from which Task 2 below will build upon. Schedio Group will prepare a professional Engineer’s Report and Verification which will include, as a minimum, the following sections:

- Title Page
- Table of Contents
- Summary of Findings
- Methodology and Findings
  - o Verification of Quantities
  - o Verification of Costs
  - o Verification of Payments
  - o Verification of Construction (in general accordance with approved drawings)
- Special Circumstances
- Maps (as deemed applicable by Schedio Group)
- Documents Reviewed
- Engineer’s Verification

**Deliverables:**

1 Draft Engineer’s Report and Verification for Review and Comments

1 Final Engineer’s Report and Verification  
*(signed and sealed by Professional Engineer # 0044349)*

**TASK 2 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW AND VERIFICATION OF COSTS INCURRED MONTHLY ASSOCIATED WITH PUBLIC IMPROVEMENTS**

This task includes the monthly review of costs and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs incurred to date related to design and construction of Public Improvements. Schedio Group will prepare an update to the professional Engineer’s Report and Verification as a result of Task 1 above. The monthly process will generally consist of:

- Receive new documentation
- Update cost verification workbook (Excel Spreadsheet)
- Request supplemental documentation as needed
- Perform site visit
- Log photos and notes from site visit

- Prepare Draft Update to Engineer's Report and Verification
- Distribute Draft Update to Engineer's Report and Verification for review and comments
- Take into consideration any comments and/or suggested revisions
- Prepare Final Update to Engineer's Report and Verification
- Distribute Final Update to Engineer's Report and Verification

**Deliverables:**

1 Draft Update to Engineer's Report and Verification for Review and Comments

1 Final Update to Engineer's Report and Verification  
*(signed and sealed by Professional Engineer # 0044349)*

**TASK 3 – ON CALL SERVICES**

On Call Services will be performed as directed by the District.



**EXHIBIT B**  
**COMPENSATION**

**TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW AND VERIFICATION OF COSTS INCURRED TO DATE ASSOCIATED WITH PUBLIC IMPROVEMENTS**

Time & Materials      This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2020 Charge Rates Schedule for reference.

**TASK 2 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW AND VERIFICATION OF COSTS INCURRED MONTHLY ASSOCIATED WITH PUBLIC IMPROVEMENTS**

Time & Materials      This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2020 Charge Rates Schedule for reference.

**TASK 3 – ON CALL SERVICES**

Time & Materials      This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2020 Charge Rates Schedule for reference.



**SIGNATURE PAGE**

This proposal is valid for 60 days from the date of its preparation. If this proposal is acceptable to the District, please execute below and return one copy (either PDF or Hard Copy) to Schedio Group LLC.

---

**Schedio Group LLC**  
Timothy A. McCarthy  
Manager

February 7, 2020

Date

---

**Colorado International Center Metropolitan District No. 13** Date  
Authorized Representative

---

## FACILITIES ACQUISITION AGREEMENT

This **FACILITIES ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this [\_\_\_\_] day of \_\_\_, March, 2020 (“**Effective Date**”), by and between **DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Master District**”); **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 13**” and, with the Master District, the “**Districts**”); and **WILLIAM LYON HOMES, INC.**, a California corporation (the “**Buyer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

### RECITALS

A. The Buyer entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated April 9, 2018 (as amended from time to time, the “**PSA**”), with **ACM HIGH POINT VILLC**, a Delaware limited liability company (the “**Seller**”), pursuant to which the Buyer is the owner of property within a project located in the City and County of Denver (the “**City**”), Colorado, legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Property is within the boundaries and/or service area of District No. 13.

C. Pursuant to the authority granted to the Master District by its Service Plan, as approved by the City on March 13, 2006, and to District No. 13 by its Service Plan, approved by the City on March 13, 2006, as each may be amended from time to time (the “**Service Plans**”), the Districts are authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation, transportation, fire protection, television relay and translation, and mosquito control and other facilities and services (“**District Improvements**”), which benefit property within the Districts’ boundaries and/or service area.

D. The District Improvements are necessary for the development of the Property.

E. The Districts have determined that for reasons of economic efficiency and timeliness it is in the best interests of the Districts for the Seller and/or Buyer to construct or cause construction of certain of the District Improvements.

F. The Master District, District No. 13 and Colorado International Center Metropolitan District No. 14 (“**District No. 14**”) are each a party to that certain Facilities Funding, Construction and Operations Agreement dated June 28, 2007 (as amended from time to time, the “**Master IGA**”) whereby the Master District acts as the “**Managing District**” for, in part, District No. 13 and is responsible for coordinating the financing, construction and operation and maintenance of the District Improvements for District No. 13 and certain other metropolitan districts within its service area.

G. The Master District and Seller have entered into that certain Capital Funding and Reimbursement Agreement dated July 20, 2017 (as it has been and may be amended from time to



time, the “CFRA”), pursuant to which the Master District and Seller have agreed to provide for the construction or acquisition of certain District Improvements, including, but not limited to the design, testing, engineering, and construction of the District Improvements, together with the related consultant and management fees associated with the construction of the District Improvements (“**Construction Related Expenses**”), and to the extent the Seller advances monies to the Master District for such Construction Related Expenses or expends monies on Construction Related Expenses for District Improvements to be acquired by the Master District, District No. 13, City or other local government entity, the Master District agreed to reimburse the Seller for such Construction Related Expenses, as provided therein.

H. Pursuant to a separate Agreement and Assignment Regarding Metropolitan District Payments dated of even date herewith by and between Seller and Buyer, Buyer and Seller have agreed that, to the extent Buyer constructs any District Improvements, Seller shall retain any and all right in and to reimbursements from the Districts arising from the Construction Related Expenses incurred by Buyer in association with the District Improvements (the “**District Reimbursement Rights**”).

The Districts and Buyer desire to set forth their respective rights, obligations and the procedures by which Construction Related Expenses incurred by the Buyer will be verified for eligibility for reimbursement to Seller as District Reimbursement Rights and by which any District Improvements that are not otherwise dedicated to the City or other government entity will be conveyed to one of the Districts.

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

### COVENANTS AND AGREEMENTS

1. Construction of District Improvements. The Buyer agrees to design, construct, and complete the District Improvements in full conformance with the design standards and specifications as established by the Districts and communicated to Buyer prior to commencement of the work, if applicable, and substantially in accordance with (and only to the extent set forth in) the City-approved plans (the “**Plans**”). If the Districts so requests, the Buyer shall provide periodic reports on the status of completion and costs of the District Improvements.

2. Transfer of Completed District Improvements. Upon completion of District Improvements by Buyer or a third party, Buyer shall, subject to the City’s rights to the District Improvements, transfer the completed District Improvements by special warranty bill of sale to District No. 13 or the Master District as directed by the Districts (such recipient, the “**Acquiring District**” hereunder), substantially in a form attached hereto as Exhibit B and incorporated herein by this reference (“**Bill of Sale**”).

3. Seller Reimbursement Rights. With acknowledgment of consideration previously and otherwise paid, Buyer acknowledges that: (i) the construction and conveyance of the District Improvements shall be without compensation from the Districts to Buyer; and (ii) District Reimbursement Rights shall remain the property of the Seller and shall not be conveyed to Buyer.

4. Construction Warranty and Assignment; Limitation of Buyer's Liability.

a. Buyer shall require, in each construction contract for all or any portion of the District Improvements, that the contractor under such construction contract provide a warranty for the period of time between initial acceptance and final acceptance of the District Improvements by the appropriate accepting jurisdiction. Upon Buyer's substantial completion of any District Improvements to be perpetually owned, operated and maintained by any of the Districts, if any, and after initial acceptance by the City, if required, Buyer shall give the acquiring District a non-exclusive assignment of all warranties from third-party contractors and subcontractors in connection with all District Improvements caused to be constructed by Buyer and eligible to be financed by the Districts pursuant to their respective service plans.

b. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that Buyer's agreement to construct or cause the construction of the District Improvements as set forth in this Agreement is done as an accommodation to the Districts and that, except as expressly set forth in this subsection 4(b), Buyer shall have no responsibility, liability or obligation with respect to (and the Districts hereby covenants not to sue Buyer for, and hereby releases the Buyer from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the District Improvements, any damage, loss or injury to the District or otherwise related to any action or inaction of Buyer in connection with this Agreement, or any defect in the materials or workmanship pertaining to the District Improvements, except for any "Buyer Covered Liability," as hereinafter defined. "**Buyer Covered Liability**" means the following matters for which Buyer shall be liable to the Districts in connection with its performance under this Agreement: (i) any damage, loss or injury arising from the willful misconduct, bad faith, recklessness or illegal acts of the Buyer in performing or failing to perform hereunder, or (ii) damage, loss or injury arising from the fraudulent conduct of Buyer; provided, however, that any damages to which the Districts shall be entitled to recover for any Buyer Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and the District shall not be entitled to recover from Buyer any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Buyer Covered Liability. Buyer makes no representation or warranty with respect to the District Improvements, and shall have no liability for any defect in the materials or workmanship pertaining thereto. Upon initial acceptance or completion of any District Improvements by the District or applicable "Governmental Authorities" (as such term is defined in the PSA), Buyer shall provide the acquiring District with non-exclusive assignments of warranty from all contractors that have completed the District Improvements. Upon receipt of such assignments, the acquiring District hereby agrees to look solely to the contractors engaged to construct and complete the District Improvements for any contractual violation, indemnity, warranty or guarantee relating to the District Improvements. This Subsection 4(b) shall survive expiration or termination of this Agreement.

5. Deliverables. Buyer shall deliver the following to the acquiring District at the time of or prior to the transfer of the District Improvements to the City or District(s), and at such other times upon request of the District:

(a) As-built drawings for the District Improvements to be transferred to the acquiring District;

(b) Lien waivers from each contractor in a commercially reasonable form verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full except for any retainage that is held by Buyer until final acceptance of the District Improvements;

(c) Copies of all contracts, pay requests, change orders, invoices, the final AIA payment form (or similar form), canceled checks, and any other reasonably requested documentation, to verify the expenses incurred by Buyer relative to the construction and installation of District Improvements by Buyer;

(d) For any District Improvements to be perpetually owned, operated and maintained by an acquiring District, an executed Bill of Sale conveying the District Improvements to the acquiring District; and

(e) To the extent necessary, any licenses or easements held by Buyer and related to the installation, operation or maintenance of the District Improvements.

6. Verification of Costs. Upon Buyer's completion of any District Improvements, Buyer shall cooperate with Seller and the Districts, at no out-of-pocket cost to Buyer, to enable the District's engineer or other independent engineer licensed in the State of Colorado to prepare a cost verification of the District Improvements so that expenses can be verified as qualified Construction Related expenses that may be eligible for reimbursement to Seller as District Reimbursement Rights. Such cost verification shall include, but not necessarily be limited to, a certification by the engineer generally stating that: (i) the Improvement(s) are fit for the intended purpose; (ii) the District Improvements (including individual components) were constructed in substantial accordance with their design; and (iii) the costs for the design, construction and completion of said District Improvements are reasonable.

7. Acquisition of District Improvements. The acquiring District shall only acquire those District Improvements identified on Exhibit D upon the expiration of any applicable warranty period, upon receipt, review and approval by the acquiring District's accountant and engineer of the Deliverables set forth in Section 5, above, and the Verification of Costs, as set forth in Section 6, above. The Districts covenant to take such reasonable steps necessary to process the Deliverables and Verifications of Costs.

8. Representations. Buyer hereby represents and warrants to and for the benefit of the District as follows:

(a) The Buyer is a corporation formed in the State of California and is qualified to do business in the State of Colorado.

(b) Buyer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Buyer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which Buyer is a party or by which Buyer is or may be bound. Buyer has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) Buyer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

(d) By its execution hereof, the Buyer confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Buyer to the Districts for the entire term of this Agreement.

9. Term; Repose. This Agreement shall become effective on the Effective Date and shall remain in effect until all applicable District Improvements have been constructed by the Buyer, all documentation and information reasonably required for verification of Construction Related Expenses has been provided and any District Improvements constructed by Buyer have been conveyed to the City, Districts, or other governing local government entity.

10. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Districts: c/o McGeady Becher PC  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Phone: 303-592-4380  
Email: mbecher@specialdistrictlaw.com  
Attn: Megan Becher

To Buyer: William Lyon Homes  
8400 East Orchard Road, Suite 1000  
Greenwood Village, Colorado 80111  
Attention: Jeff McGovern, Robert A. Johnson  
Telephone: (303) 795-1976  
E-mail: Jeff.McGovern@lyonhomes.com  
Rob.Johnson@lyonhomes.com

With A Copy To:

Taylor Morrison  
4900 N. Scottsdale Rd., Suite 2000  
Scottsdale, AZ 85251  
Phone: +14804483747  
Attn: Benjamin A. Aronovitch VP and Deputy  
General Counsel  
Email: BAronovitch@taylormorrison.com

and

Means Law Group, LLC  
3570 East 12<sup>th</sup> Avenue, Suite 314  
Denver, Colorado 80206  
Attn: Paul Means  
Email: paul@meanslaw.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information. Any notice of default to Buyer may not be delivered via e-mail and must be delivered by one of the other delivery methods set forth above.

11. Assignment. The Buyer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

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

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the District Court in and for the City and County of Denver, Colorado.

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

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

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

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

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

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto, provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Districts or the Buyer unless the same is in writing and duly executed by the Parties hereto.

21. Certification of Compliance with Illegal Alien Statute. By its execution of this Agreement, the Buyer confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

*[District Signature Page]*

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

**DISTRICT:**

**COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT NO. 13**, a quasi-  
municipal corporation and political subdivision of the State  
of Colorado

By: \_\_\_\_\_  
[ ], President

ATTEST:

\_\_\_\_\_  
[ ], Secretary

**DENVER HIGH POINT AT DIA METROPOLITAN  
DISTRICT**, a quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
[ ], President

ATTEST:

\_\_\_\_\_  
[ ], Secretary

*[Buyer Signature Page]*

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

**BUYER:**

**WILLIAM LYON HOMES, INC.**, a California corporation

By: \_\_\_\_\_  
[NAME/TITLE]

By: \_\_\_\_\_  
[NAME/TITLE]



EXHIBIT A  
PROPERTY

LOTS 1 THROUGH 6, BLOCK 1;  
LOTS 1 THROUGH 13, BLOCK 2;  
LOTS 1 THROUGH 15, BLOCK 3;  
LOTS 1 THROUGH 28, BLOCK 4;  
LOTS 1 THROUGH 26, BLOCK 5;  
LOTS 1 THROUGH 35, BLOCK 6;  
LOTS 1 THROUGH 31, BLOCK 7;  
LOTS 1 THROUGH 24, BLOCK 8;  
LOTS 1 THROUGH 16, BLOCK 9;  
LOTS 1 THROUGH 6, BLOCK 10;  
LOTS 1 THROUGH 4, BLOCK 11;  
LOTS 1 THROUGH 8, BLOCK 12;  
LOTS 1 THROUGH 13, BLOCK 13;  
TRACTS A, B, C, D, E, F, G, H, J, K, M, N, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, JJ,  
KK, LL, MM, NN, PP AND QQ;

HIGH POINT SUBDIVISION FILING NO. 3, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that **WILLIAM LYON HOMES, INC.**, a California corporation ("**Grantor**"), for and in consideration of the sum of [ ] Dollars (\$[ ]) to be paid by the District in accordance with the terms of the Facilities Acquisition Agreement dated [ ], 20\_\_ and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto \_\_\_\_\_, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 E. 17<sup>th</sup> Avenue, Suite 400, Denver, CO 80203 ("**District**"), its successors and assigns, all of Grantor's right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference ("District Improvements").

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the title of said District Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever claiming title to the same by, through or under Grantor, and warrants that the conveyance of the District Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever arising by, through or under Grantor,

IN WITNESS WHEREOF, Grantor executes this Bill of Sale this [ ] day of [ ], 20[ ].

GRANTOR:

**WILLIAM LYON HOMES, INC.**, a  
California corporation

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

STATE OF COLORADO                        )  
  ) ss.  
COUNTY OF [ ]                              )

The foregoing instrument was acknowledged before me this [ ] day of [ ], 20[ ], by [ ], as [ ] of [ ] [and by [ ] as [ ] of [ ]].

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit A  
(District Improvements)

Project Description

Estimated/Actual Cost

EXHIBIT C  
Certification of Buyer

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Buyer hereby certifies to the Districts that the Buyer does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Buyer who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Buyer shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Buyer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Buyer represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. *Intentionally Deleted.*

5. If the Buyer obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Buyer shall:

(a) Notify the subcontractor and the Districts within three days that the Buyer has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Buyer shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Buyer shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

If the Buyer violates any provision of Section 8-17.5-102(1), C.R.S., the Districts may terminate the Agreement immediately and the Buyer shall be liable to the Districts for actual damages of the Districts resulting from such termination, and the Districts shall report such violation by the Buyer to the Colorado Secretary of State, as required by law.

Exhibit D

District Improvements to be Acquired by the Districts