

**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 REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2027/May 2027
Otis C. Moore, III	Treasurer	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2025
Blake Amen	Assistant Secretary Secretary	2027/May 2027

DATE: July 24, 2023
TIME: 1:00 p.m.
PLACE: VIA Zoom

Join Zoom Meeting

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

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Acknowledge resignation of Ann Finn as Secretary to the Board and consider appointment of David Solin as Secretary to the Board.

II. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Review and approve Minutes of the May 22, 2023, Regular Meeting (**DHP, CIC No. 13 and CIC No. 14**) (enclosures).
-

III. PUBLIC COMMENTS

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

IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period through _____, 2023, in the amount of \$ _____ (**DHP**) (to be distributed).
-

- B. Review and accept the Financial Statements dated _____, 2023 and Cash Position Schedule, dated _____, 2023, updated as of _____, 2023 (**DHP, CIC No. 13, CIC No. 14**) (to be distributed).
-

- C. Discuss status of 2022 Audit and authorize request to State Auditor for extension of time to file 2022 Audit (**DHP, CIC No. 14**).
-

V. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 18, dated July 21, 2023, prepared by Schedio Group LLC, for the amount of \$206,854.22 (enclosure) (**DHP, CIC No. 13, CIC No. 14**).
-

- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 18 (**DHP, CIC No. 13, CIC No. 14**).
-

- C. Consider approval, ratification or acknowledgment (as appropriate) of 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, pursuant to Report No. 18 (**DHP, CIC No. 13, CIC No. 14**).
-

- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 18 (**DHP, CIC No. 13, CIC No. 14**).
-

VI. OPERATIONS AND MAINTENANCE

- A. _____

VII. LEGAL MATTERS

- A. Review and consider approval of Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Sky City Corporation (enclosure) (**CIC No. 14**).
-

- B. Review and consider ratifying approval of Facilities Acquisition Agreement between Colorado International Center Metropolitan District No. 14 and Hawkeye Tower Road Lodging LLC (enclosure) (**CIC No. 14**).
-

VIII. OTHER BUSINESS

- A. _____

- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 28, 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT HELD MAY 22, 2023

A Regular Meeting of the Board of Directors (the "Board") of the Denver High Point at DIA Metropolitan District (the "District") was convened on Monday, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

Megan Becher, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest that had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Ms. Finn distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

Appointment of Officers: Upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Claims: The Board reviewed the payment of claims for the period beginning March 23, 2023, and ending May 19, 2023, in the amount of \$65,100.00.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims for the period beginning March 23, 2023 and ending May 19, 2023, in the amount of \$65,100.00.

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

2022 Audit: Ms. Ross discussed the status of the 2022 Audit. It was noted that the 2022 Audit will be available in June or July 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

RECORD OF PROCEEDINGS

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, pursuant to Report No. 17: The Board discussed the reimbursement to ACM under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to ACM under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report: The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS

There were no legal matters.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD MAY 22, 2023

A Regular Meeting of the Board of Directors (the "Board") of the Colorado International Center Metropolitan District No. 13 (the "District") was convened on Monday, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

Megan Becher, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Ms. Finn distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

Appointment of Officers: Upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

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, pursuant to Report No. 17: The Board discussed the reimbursement to ACM under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to ACM under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

RECORD OF PROCEEDINGS

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report:

The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS

There were no legal matters.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD MAY 22, 2023

A Regular Meeting of the Board of Directors (the "Board") of the Colorado International Center Metropolitan District No. 14 (the "District") was convened on Monday, May 22, 2023, at 1:00 p.m., via Zoom. The meeting was open to the public.

ATTENDANCE

Directors in Attendance:

Otis C. Moore, III
Theodore Laudick
Blake Amen

Following discussion, upon motion duly made by Director Moore seconded by Director Amen and, upon vote, unanimously carried, the absences of Directors Andrew Klein and Megan Waldschmidt were excused, and Director Moore was appointed as Acting President for the meeting.

Also in Attendance:

Ann E. Finn; Special District Management Services, Inc.

Megan Becher, Esq. and Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross and Nichole Kirkpatrick; CliftonLarsonAllen LLP

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest that had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

Agenda: Ms. Finn distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the agenda was approved, as presented.

RECORD OF PROCEEDINGS

Meeting Location / Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

May 2, 2023 Regular Directors’ Election: Ms. Finn noted for the Board that the May 2, 2023 Regular Directors’ Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. Director Waldschmidt was deemed elected to a two-year term ending in May 2025 and Directors Klein and Amen were each deemed elected to four-year terms ending in May 2027.

Appointment of Officers: Upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Andrew Klein
Treasurer	Otis C. Moore, III
Secretary	Ann E. Finn
Assistant Secretary	Blake Amen
Assistant Secretary	Theodore Laudick
Assistant Secretary	Megan Waldschmidt

CONSENT AGENDA

The Board considered the following actions:

- Review and approve minutes of the March 27, 2023, Regular Meeting.

Following review, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved, ratified or acknowledged, as appropriate, the above Consent Agenda items/actions.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Cash Position Schedule: The Board reviewed the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board accepted the Cash Position Schedule for the period ending December 31, 2022, updated as of May 19, 2023.

2022 Audit: Ms. Ross discussed the status of the 2022 Audit. It was noted that the 2022 Audit will be available in June or July 2023.

CAPITAL MATTERS

Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC: The Board reviewed the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 17, dated May 19, 2023, prepared by Schedio Group LLC, for the amount of \$176,349.64.

Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 17: The Board discussed the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the verified public improvement costs and allocation of same among the Districts, pursuant to Report No. 17.

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, pursuant to Report No. 17: The Board discussed the reimbursement to ACM under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the reimbursement to ACM under the Capital Funding and Reimbursement Agreement

RECORD OF PROCEEDINGS

(Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 17.

Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such Requisition(s), Pursuant to Report:

The Board discussed the requisition for reimbursement of verified public improvement costs, and any and all resolution relating to such requisition(s), pursuant to Report No. 17.

Following discussion, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the Board approved the requisition for reimbursement of verified public improvement costs, and any and all resolutions relating to such requisition(s), pursuant to Report No. 17.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

LEGAL MATTERS

There were no legal matters.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Moore, seconded by Director Amen and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

AND

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NOS. 13 & 14

ENGINEER'S REPORT AND VERIFICATION OF COSTS

ASSOCIATED WITH PUBLIC IMPROVEMENTS

PREPARED BY:
SCHEDIO GROUP LLC
809 14TH STREET, SUITE A
GOLDEN, COLORADO 80401

LICENSED PROFESSIONAL ENGINEER:
TIMOTHY A. MCCARTHY
STATE OF COLORADO
LICENSE NO. 44349

DATE PREPARED: July 21, 2023

CLIENT NO. 200103
PROJECT: High Point Subdivision Filing No. 3

Engineer's Report and Verification of Costs No. 18

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ENGINEER'S REPORT

INTRODUCTION

Schedio Group LLC ("Schedio Group") entered into a *Service Agreement for Cost Verification Services* ("Agreement") with Denver High Point at DIA Metropolitan District ("DHP"), Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 ("CIC No. 13", "CIC No. 14" and with DHP, "Districts") on March 10, 2020. This *Engineer's Report and Verification of Costs Associated with Public Improvements* ("Report") is the 18th deliverable associated with the Agreement, more specifically Task 1 – *Independent Professional Engineer's Review and Verification of Costs Incurred to Date Associated with Public Improvements*.

Per the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) ("CFRA") entered into on July 20, 2017, by and between DHP and ACM High Point VI LLC ("Developer"), concerning costs associated with the design and construction of Public Improvements (as defined in the CFRA) and verified by Schedio Group as eligible for Developer Reimbursement, DHP shall be the Payer and the Developer shall be the Payee.

In addition, per the *Facilities Acquisition Agreement* ("FAA") by and between DHP, CIC No. 13 and William Lyon Homes, Inc. (now Taylor Morrison of Colorado, Inc. "Buyer"), the Buyer agrees to design, construct, and complete the District Improvements (as defined in the FAA) and upon completion transfer the completed District Improvements by special warranty bill of sale to CIC No. 13 or DHP. The Buyer acknowledges that construction and conveyance of the District Improvements shall be without compensation from the Districts to the Buyer and District Reimbursement Rights shall remain the property of the Developer and shall not be conveyed to the Buyer.

The development is High Point Subdivision Filing No. 3, which consists of 225 residential lots on approximately 54 acres located north of E. 64th Avenue, west of N. Dunkirk Street and in the City and County of Denver, Colorado.

SUMMARY OF FINDINGS

To date, Schedio Group has reviewed a total of \$13,994,213.79 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$13,994,213.79 reviewed, Schedio Group has verified \$11,160,980.59 as associated with the design and construction of Public Improvements as authorized by the *Service Plan for Colorado International Center Metropolitan District No. 13 in the City and County of Denver, Colorado*, prepared by McGeedy Sisneros, P.C., and approved on March 13, 2006 ("Service Plan") and therefore eligible for Developer Reimbursement by the District.

Per *Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 13 & 14 – Engineer's Report and Verification of Costs Associated with Public Improvements No. 17*, prepared by Schedio Group LLC and dated May 24, 2023, Schedio Group had reviewed a total of \$13,768,593.62 in soft, indirect, and hard costs associated with the design and construction of improvements. Of the \$13,768,593.62 reviewed, Schedio Group verified \$10,954,126.37 as associated with the design and construction of Public Improvements and therefore eligible for Developer Reimbursement by the District in prior reports.

Regarding this Report, Schedio Group reviewed a total of \$225,620.17 in soft, indirect, and hard costs associated with improvements. Of the \$225,620.17 reviewed, Schedio Group verified \$206,854.22 as associated with design and construction of Public Improvements and recommends that **\$206,854.22** be reimbursed by the District to the Developer.

See *Figure 1 – Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category* below. For additional details, see *Exhibit A – Summary of Costs Reviewed*.

	TOT AMT VER VER NOS 1-18	TOT PREV AMT VER VER NOS 1-17	TOT CUR AMT VER VER NO 18
SOFT AND INDIRECT COSTS			
Streets	\$ 402,102.01	\$ 394,876.45	\$ 7,225.56
Water	\$ 282,388.76	\$ 277,730.71	\$ 4,658.06
Sanitary Sewer	\$ 274,077.23	\$ 272,704.18	\$ 1,373.05
Parks and Recreation	\$ 265,835.76	\$ 251,125.21	\$ 14,710.55
Total Soft and Indirect Costs -->	\$ 1,224,403.77	\$ 1,196,436.55	\$ 27,967.22
HARD COSTS			
Streets	\$ 6,597,195.63	\$ 6,418,308.63	\$ 178,887.00
Water	\$ 1,025,399.30	\$ 1,025,399.30	\$ -
Sanitary Sewer	\$ 971,660.30	\$ 971,660.30	\$ -
Parks and Recreation	\$ 1,342,321.60	\$ 1,342,321.60	\$ -
Total Hard Costs -->	\$ 9,936,576.83	\$ 9,757,689.83	\$ 178,887.00
SOFT AND INDIRECT + HARD COSTS			
Streets	\$ 6,999,297.64	\$ 6,813,185.08	\$ 186,112.56
Water	\$ 1,307,788.06	\$ 1,303,130.00	\$ 4,658.06
Sanitary Sewer	\$ 1,245,737.53	\$ 1,244,364.48	\$ 1,373.05
Parks and Recreation	\$ 1,608,157.36	\$ 1,593,446.81	\$ 14,710.55
Total Soft and Indirect + Hard Costs -->	\$ 11,160,980.59	\$ 10,954,126.37	\$ 206,854.22

Figure 1 - Summary of Verified Soft, Indirect, and Hard Costs Segregated by Service Plan Category

DETERMINATION OF PUBLIC PRORATION PERCENTAGE

Figure 2 – Determination of Public Proration Percentage below summarizes the public and private areas within High Point Subdivision Filing No. 3. The ratio of Total Public Area to Total Area yields a Public Proration Percentage that can be applied to select costs with both public and private components. Areas were taken directly from or derived from the *High Point Subdivision Filing No. 3 Final Plat* (unapproved). The Public Proration Percentage was calculated and applied as deemed appropriate by Schedio Group. See *Exhibit A – Summary of Costs Reviewed* for application of the Public Proration Percentage.

	SF		
Overall Area	2,356,034	<--From Sheet 1 of Plat	100.00%
Private Lots	1,211,822		51.43%
Private Tracts	199,910		8.49%
Public Tracts	368,774		15.65%
Public Right-of-Way	575,528		24.43%
Total High Point Subdivision Filing No. 3 Area -->	2,356,034	Private % -->	59.92%
		Public % -->	40.08%

Figure 2 - Determination of Public Proration Percentage

VERIFICATION OF COSTS

Schedio Group reviewed soft, indirect, and hard costs associated with the design and construction of Public Improvements. Schedio Group found costs associated with Public Improvements to be reasonable when compared to similar projects, during similar timeframes in similar locales.

VERIFICATION OF PAYMENTS

At the time of this report, traditional proofs of payments such as canceled checks, bank statements, and unconditional lien waivers were not made available to Schedio Group. In the absence of traditional proofs of payments, Schedio Group, in coordination with District Counsel, secured *Exhibit C – Affidavit as Proofs of Payments* from the Buyer.

VERIFICATION OF CONSTRUCTION

Schedio Group performed a site visit on June 29, 2023. Brothers Excavating LLC Invoice No. 18097, dated May 22, 2023, reasonably represents the work completed to date on site. The constructed Public Improvements appear to be in general conformance with the approved construction drawings. See *Exhibit B – List of Documents Reviewed*. Photos are available from Schedio Group upon request.

SPECIAL CIRCUMSTANCES AND NOTABLE METHODOLOGIES

The *High Point Subdivision Filing No. 3 Final Plat* (unapproved) depicts various tracts as “Private” (“Private Areas”). Schedio Group has considered tracts labeled as ‘Private’ on the *High Point Subdivision Filing No. 3 Final Plat* (unapproved) as truly private; meaning that their collective area was not considered as Public Area when calculating the Public Proration Percentage and that costs associated with the design and construction of improvements within Private Areas have not and will not be verified as eligible for Developer Reimbursement. From *Figure 2 – Determination of Public Proration Percentage*, Private Tracts constituted 199,910 square feet of area within High Point Subdivision Filing No. 3.

ENGINEER'S VERIFICATION

Timothy A. McCarthy, P.E. / Schedio Group LLC (the "Independent Consulting Engineer") states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction, and Verification of Public Improvements of similar type and function as those described in the attached Engineer's Report dated July 21, 2023.

The Independent Consulting Engineer has reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Verification.

The Independent Consulting Engineer performed a site visit on June 29, 2023 and determined that the Public Improvements constructed to date were constructed in general accordance with the approved construction drawings.

The Independent Consulting Engineer finds and determines that Public Improvements considered in the attached Engineer's Report from December 30, 2022 (Date of A.G. Wassenaar Invoice No. INV002602) to June 8, 2023 (Date of EMK Consultants Invoice No. 65837), are reasonably valued at \$206,854.22.

In the opinion of the Independent Consulting Engineer, the above stated value of **\$206,854.22** for soft, indirect, and hard costs associated with the design and construction of the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe and similar locales.



July 21, 2023

Timothy A. McCarthy, P.E. | Colorado License No. 44349

EXHIBIT A

SUMMARY OF COSTS REVIEWED

SUMMARY OF COSTS REVIEWED

For Review

07/18/2023 11:32:57 AM

Denver High Point at DIA MD, Colorado International Center Metropolitan District Nos. 13 & 14
High Point Filing No. 3
Engineer's Report and Verification of Costs No. 18

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	SP. (%)	PRI AMT	SP. (%)	PUB AMT	1/4 Splits				
													STREETS	WATER	SANITATION	PARKS & REC	1/3 Splits
													100.00%	100.00%	100.00%	100.00%	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	29954	02/31/19	\$ 4,650.00	41267	02/12/19	\$ 4,650.00	59.92%	\$ 2,765.64	40.08%	\$ 2,884.36	\$ 180.36	\$ 45.09	\$ 45.09	\$ 45.09	\$ 45.09
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	302563	04/30/19	\$ 2,500.00	46175	06/10/19	\$ 2,500.00	59.92%	\$ 1,498.00	40.08%	\$ 1,002.00	\$ 250.50	\$ 250.50	\$ 250.50	\$ 250.50	
1	A.G. Waseanar, Inc.	188210 440 Residential Lots High Pointe Fl. 3 Denver CO	303841	06/10/19	\$ 1,600.00	46551	06/24/19	\$ 1,600.00	59.92%	\$ 958.72	40.08%	\$ 641.28	\$ 160.32	\$ 160.32	\$ 160.32	\$ 160.32	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	307536	08/31/19	\$ 150.00	48879	10/07/19	\$ 150.00	59.92%	\$ 89.88	40.08%	\$ 60.12	\$ 15.03	\$ 15.03	\$ 15.03	\$ 15.03	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	308025	09/30/19	\$ 350.00	50437	12/16/19	\$ 350.00	59.92%	\$ 209.00	40.08%	\$ 141.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	308602	09/30/19	\$ 18,232.50	50437	12/16/19	\$ 18,232.50	59.92%	\$ 10,924.89	40.08%	\$ 7,307.61	\$ 1,826.90	\$ 1,826.90	\$ 1,826.90	\$ 1,826.90	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309753	10/31/19	\$ 16,832.00	50161	12/02/19	\$ 16,832.00	59.92%	\$ 10,085.71	40.08%	\$ 6,746.29	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57	\$ 1,686.57	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309754	10/31/19	\$ 120.00	50161	12/02/19	\$ 120.00	59.92%	\$ 71.90	40.08%	\$ 48.10	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	309800	10/31/19	\$ 2,800.00	50161	12/02/19	\$ 2,800.00	59.92%	\$ 1,678.16	40.08%	\$ 1,121.84	\$ 230.46	\$ 230.46	\$ 230.46	\$ 230.46	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311002	11/30/19	\$ 7,858.00	50703	01/06/20	\$ 7,858.00	59.92%	\$ 4,708.50	40.08%	\$ 3,149.50	\$ 787.37	\$ 787.37	\$ 787.37	\$ 787.37	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	311003	11/30/19	\$ 10,231.00	50703	01/06/20	\$ 10,231.00	59.92%	\$ 6,130.40	40.08%	\$ 4,100.60	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15	\$ 1,025.15	
1	A.G. Waseanar, Inc.	196096 196171 High Point Filing 3 Denver, CO Residential	311101	12/16/19	\$ 17,880.00	50703	01/06/20	\$ 17,880.00	100.00%	\$ 17,880.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	312574	12/19/18	\$ 350.00	50800	01/31/20	\$ 350.00	0.00%	\$ -	100.00%	\$ 350.00	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	312156	12/31/19	\$ 1,278.00	51196	01/27/20	\$ 1,278.00	59.92%	\$ 765.78	40.08%	\$ 512.22	\$ 128.06	\$ 128.06	\$ 128.06	\$ 128.06	
1	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	312158	12/31/19	\$ 10,041.00	51196	01/27/20	\$ 10,041.00	59.92%	\$ 6,016.55	40.08%	\$ 4,024.45	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11	\$ 1,006.11	
1	A.G. Waseanar, Inc.	196096 196171 High Point Filing 3 Denver, CO Residential	312745	01/28/20	\$ 14,465.00	51514	01/28/20	\$ 14,465.00	100.00%	\$ 14,465.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
1	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 448,314.27	Affidavit	Multiple	\$ 448,314.27	26.53%	\$ 118,954.71	73.47%	\$ 329,359.56	\$ 139,159.84	\$ 84,480.80	\$ 77,920.27	\$ 27,998.64	
1	Norris Design, Inc.	High Point Due Diligence	01-24267	04/30/18	\$ 3,256.07	37954	06/25/18	\$ 3,256.07	59.92%	\$ 1,951.03	40.08%	\$ 1,305.04	\$ 326.26	\$ 326.26	\$ 326.26	\$ 326.26	
1	Norris Design, Inc.	High Point Due Diligence	01-24343	05/31/18	\$ 3,961.19	38266	07/09/18	\$ 3,961.19	59.92%	\$ 2,373.54	40.08%	\$ 1,587.65	\$ 396.91	\$ 396.91	\$ 396.91	\$ 396.91	
1	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 265,317.47	Affidavit	Multiple	\$ 265,317.47	24.86%	\$ 64,625.51	75.14%	\$ 200,691.97	\$ 50,172.74	\$ 50,172.74	\$ 50,172.74	\$ 50,172.74	
1	Omerta Storm Water Management	High Point - Dunkirk	44200	01/28/19	\$ 4,750.00	46904	11/04/19	\$ 4,750.00	59.92%	\$ 2,846.19	40.08%	\$ 1,903.81	\$ 475.45	\$ 475.45	\$ 475.45	\$ 475.45	
1	Omerta Storm Water Management	High Point - CMS#87, Sil Fence	48120	08/29/19	\$ 506.50	51270	01/27/20	\$ 506.50	59.92%	\$ 303.49	40.08%	\$ 203.01	\$ 50.75	\$ 50.75	\$ 50.75	\$ 50.75	
1	Omerta Storm Water Management	High Point - CMS Inspection	50457	12/31/19	\$ 720.60	51620	02/18/20	\$ 720.60	59.92%	\$ 431.78	40.08%	\$ 288.82	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	
1	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 EWEC - Job # 191003	Multiple	Multiple	\$ 456,760.82	Affidavit	Multiple	\$ 456,760.82	59.92%	\$ 273,690.29	40.08%	\$ 183,070.53	\$ 45,767.61	\$ 45,767.61	\$ 45,767.61	\$ 45,767.61	
1	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job # 191025	Multiple	Multiple	\$ 962,617.50	Affidavit	Multiple	\$ 962,617.50	0.00%	\$ 173,074.26	0.00%	\$ 791,543.24	\$ 386,642.25	\$ 386,642.25	\$ 386,642.25	\$ 386,642.25	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313404	01/31/20	\$ 18,414.00	51784	03/02/20	\$ 18,414.00	59.92%	\$ 11,033.64	40.08%	\$ 7,380.36	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09	\$ 1,845.09	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313405	01/31/20	\$ 250.00	51784	03/02/20	\$ 250.00	59.92%	\$ 149.80	40.08%	\$ 100.20	\$ 25.05	\$ 25.05	\$ 25.05	\$ 25.05	
2	A.G. Waseanar, Inc.	196096MS 196091-196171 & 201140-201296 High Point F#3	313176	02/12/20	\$ 20,210.00	51784	03/02/20	\$ 20,210.00	100.00%	\$ 20,210.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	313976	03/02/20	\$ 14,500.00	52358	03/30/20	\$ 14,500.00	59.92%	\$ 8,688.38	40.08%	\$ 5,811.62	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91	\$ 1,452.91	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314272	02/29/20	\$ 17,853.00	52358	03/30/20	\$ 17,853.00	59.92%	\$ 10,697.49	40.08%	\$ 7,155.51	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88	\$ 1,788.88	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314273	02/29/20	\$ 320.00	52358	03/30/20	\$ 320.00	59.92%	\$ 191.74	40.08%	\$ 128.26	\$ 32.06	\$ 32.06	\$ 32.06	\$ 32.06	
2	A.G. Waseanar, Inc.	196096MS 196091-196171 & 201140-201296 High Point F#3	314452	03/05/20	\$ 8,930.00	52358	03/30/20	\$ 8,930.00	100.00%	\$ 8,930.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	100580	02/29/20	\$ 595.00	52390	03/30/20	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62	
2	Collins, Cockle & Cule	High Point Due Diligence	11031-001M	02/29/20	\$ 720.00	52131	03/16/20	\$ 720.00	0.00%	\$ -	100.00%	\$ 720.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	
2	Davis, Graham & Stubbs	High Point Denver Review Pipeline Easement	785004	02/27/20	\$ 3,645.00	52392	03/30/20	\$ 3,645.00	59.92%	\$ 2,184.08	40.08%	\$ 1,460.92	\$ 365.23	\$ 365.23	\$ 365.23	\$ 365.23	
2	Davis, Graham & Stubbs	High Point Denver Review Pipeline Easement	785760	03/11/20	\$ 225.00	52392	03/30/20	\$ 225.00	59.92%	\$ 134.82	40.08%	\$ 90.18	\$ 22.55	\$ 22.55	\$ 22.55	\$ 22.55	
2	Felten Group	Altara at High Point Structural Engineering Services	20-0769	01/31/20	\$ 1,175.00	51848	03/02/20	\$ 1,175.00	100.00%	\$ 1,175.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Felten Group	Altara at High Point Structural Engineering Services	20-1112	02/13/20	\$ 875.00	51848	03/02/20	\$ 875.00	100.00%	\$ 875.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Felten Group	Altara at High Point Structural Engineering Services	20-1122	02/13/20	\$ 9,000.00	51848	03/02/20	\$ 9,000.00	100.00%	\$ 9,000.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Harris Kocher Smith	High Point Survey	021190156	02/19/20	\$ 1,901,650.00	Affidavit	Multiple	\$ 1,901,650.00	0.00%	\$ -	100.00%	\$ 1,901,650.00	\$ 11,542.10	\$ 11,542.10	\$ 11,542.10	\$ 11,542.10	
2	Keri's Reproductions	High Point Print Processing	5133726	03/04/20	\$ 4,001.52	52426	03/30/20	\$ 4,001.52	59.92%	\$ 2,397.40	40.08%	\$ 1,604.12	\$ 401.41	\$ 401.41	\$ 401.41	\$ 401.41	
2	Means Law Group, LLC	High Point Legal Advice Acquisition/Development/Pipeline Easement	280	12/31/19	\$ 2,117.00	52187	03/16/20	\$ 2,117.00	59.92%	\$ 1,268.50	40.08%	\$ 848.50	\$ 212.12	\$ 212.12	\$ 212.12	\$ 212.12	
2	Means Law Group, LLC	High Point Legal Advice Acquisition/Development/Pipeline Easement	282	02/02/20	\$ 2,664.50	52187	03/16/20	\$ 2,664.50	59.92%	\$ 1,596.56	40.08%	\$ 1,067.94	\$ 265.98	\$ 265.98	\$ 265.98	\$ 265.98	
2	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 8,536.25	Affidavit	Multiple	\$ 8,536.25	56.20%	\$ 4,797.18	43.80%	\$ 3,739.07	\$ 934.77	\$ 934.77	\$ 934.77	\$ 934.77	
2	Omerta Storm Water Management	High Point - CMS#62, Sil Fence, Stakes, Install, Center Blocks	51075	01/31/20	\$ 583.72	51889	03/02/20	\$ 583.72	59.92%	\$ 349.76	40.08%	\$ 233.96	\$ 58.49	\$ 58.49	\$ 58.49	\$ 58.49	
2	Omerta Storm Water Management	High Point - CMS#64, Sil Fence, BMPs, Stakes, Install	51426	02/29/20	\$ 654.45	52438	03/30/20	\$ 654.45	59.92%	\$ 392.15	40.08%	\$ 262.30	\$ 65.58	\$ 65.58	\$ 65.58	\$ 65.58	
2	Omerta Storm Water Management	High Point - Dunkirk - Bobcat, Scarpe, Cuts, Streets, Curbs, Gutters	519735	03/30/20	\$ 30,175.00	52558	03/30/20	\$ 30,175.00	59.92%	\$ 18,242.29	40.08%	\$ 11,932.71	\$ 2,957.32	\$ 2,957.32	\$ 2,957.32	\$ 2,957.32	
2	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job # 191025	191025.04	03/10/20	\$ 402,413.49	Affidavit	Multiple	\$ 402,413.49	0.00%	\$ 78,975.00	0.00%	\$ 323,438.49	\$ 252,384.09	\$ 252,384.09	\$ 252,384.09	\$ 252,384.09	
2	Shamrock Delivery, Inc.	Delivery of Samples Doc #208843202/12/20	139913	02/29/20	\$ 44.13	52252	03/16/20	\$ 44.13	59.92%	\$ 26.44	40.08%	\$ 17.69	\$ 4.42	\$ 4.42	\$ 4.42	\$ 4.42	
2	The Stanton Solution	High Point Plat Signatures, Council, February Retainer Services	731	03/01/20	\$ 2,600.00	52077	03/09/20	\$ 2,600.00	59.92%	\$ 1,598.40	40.08%	\$ 1,001.60	\$ 200.40	\$ 200.40	\$ 200.40	\$ 200.40	
2	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	314809	03/31/20	\$ 5,408.00	Affidavit	Multiple	\$ 5,408.00	100.00%	\$ 5,408.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	
2	A.G. Waseanar, Inc.	196096MS 196091-196171 & 201140-201296 High Point F#3	315116	03/31/20	\$ 3,685.00	Affidavit											

SUMMARY OF COSTS REVIEWED

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
5	Harris Kocher Smith	High Point Engineering - 180422	Multiple	06/30/20	58,985.49	Affidavit	Affidavit	58,985.49	45.80%	27,016.38	54.20%	31,969.11	7,992.28	7,992.28	7,992.28	7,992.28
5	Surety Bond Renewal Policy No. P803010406075 Premium 6/26/20-6/26/21	4,327.00	Affidavit	Affidavit	4,327.00	59.92%	2,592.73	40.08%	1,734.27	43.57	752.26	433.57	433.57	433.57	433.57	433.57
5	Lockton Insurance Brokers, LLC	Surety Bond Renewal Policy No. P803010406075 Premium 6/26/20-6/26/21	17091776	06/10/20	6,126.00	Affidavit	Affidavit	6,126.00	59.92%	3,790.53	40.08%	2,335.47	613.87	613.87	613.87	613.87
5	Lockton Insurance Brokers, LLC	Surety Bond Renewal Policy No. P803010406077 Premium 6/26/20-6/26/21	17091788	06/10/20	1,150.00	Affidavit	Affidavit	1,150.00	59.92%	689.08	40.08%	460.92	115.29	115.29	115.29	115.29
5	Means Law Group, LLC	High Point Legal Advice/Development	403	06/02/20	766.50	Affidavit	Affidavit	766.50	59.92%	459.29	40.08%	307.21	76.80	76.80	76.80	76.80
5	Means Law Group, LLC	High Point Denver	419	06/30/20	146.00	Affidavit	Affidavit	146.00	59.92%	87.48	40.08%	58.52	14.63	14.63	14.63	14.63
5	Means Law Group, LLC	High Point Denver	449	06/01/20	474.50	Affidavit	Affidavit	474.50	59.92%	284.32	40.08%	190.18	47.55	47.55	47.55	47.55
5	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	06/30/20	6,610.00	Affidavit	Affidavit	6,610.00	59.92%	3,960.70	40.08%	2,649.30	662.32	662.32	662.32	662.32
5	Omerta Storm Water Management	CMS 59 Inspection	50787	01/17/20	350.00	Affidavit	Affidavit	350.00	59.92%	209.72	40.08%	140.28	35.07	35.07	35.07	35.07
5	Omerta Storm Water Management	CMS 18 Inspection	53200	06/15/20	6,350.55	Affidavit	Affidavit	6,350.55	59.92%	3,805.24	40.08%	2,545.31	636.33	636.33	636.33	636.33
5	Omerta Storm Water Management	CMS 20 Inspection	53487	06/30/20	1,075.35	Affidavit	Affidavit	1,075.35	59.92%	644.35	40.08%	431.00	107.75	107.75	107.75	107.75
5	Omerta Storm Water Management	CMS 21 Inspection	53571	07/16/20	317.00	Affidavit	Affidavit	317.00	59.92%	189.95	40.08%	127.05	31.76	31.76	31.76	31.76
5	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	191025.08	07/25/20	450,024.58	Affidavit	Affidavit	450,024.58	0.00%	223,214.71	0.00%	226,809.87	179,576.91	34,666.23	12,386.73	-
5	The Stanton Solutions	Highpoint - Building Permit Issues, SPD Amendment	750	06/30/20	1,500.00	Affidavit	Affidavit	1,500.00	59.92%	899.80	40.08%	600.20	150.30	150.30	150.30	150.30
5	A.G. Waseanar, Inc.	Coord. with city, metro district and client on Avion park High Point	320781	08/28/20	850.00	Affidavit	Affidavit	850.00	59.92%	509.32	40.08%	340.68	85.17	85.17	85.17	85.17
6	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	321176	08/31/20	12,193.00	Affidavit	Affidavit	12,193.00	59.92%	7,306.03	40.08%	4,886.97	1,221.74	1,221.74	1,221.74	1,221.74
6	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	107901	09/01/20	595.00	Affidavit	Affidavit	595.00	59.92%	356.52	40.08%	238.48	59.62	59.62	59.62	59.62
6	CO Dept of Public Health and Environment	WCCD Permits FGD - CO245041	WCCD1103879	08/17/20	540.00	Affidavit	Affidavit	540.00	59.92%	323.57	40.08%	216.43	54.11	54.11	54.11	54.11
6	Harris Kocher Smith	High Point Survey	190116.18	08/26/20	15,890.75	Affidavit	Affidavit	15,890.75	48.78%	7,751.06	51.22%	8,139.69	6,047.00	1,957.69	67.50	67.50
6	Harris Kocher Smith	High Point Engineering - 180422	180422.31	09/09/20	5,773.79	Affidavit	Affidavit	5,773.79	78.02%	4,504.97	21.98%	3,172.21	317.21	317.21	317.21	317.21
6	Means Law Group, LLC	High Point Legal Advice/Development	464	08/31/20	36.50	Affidavit	Affidavit	36.50	100.00%	36.50	0.00%	-	-	-	-	-
6	Norris Design, Inc.	High Point Denver - Design and Entitlement	01405516	08/31/20	755.00	Affidavit	Affidavit	755.00	59.92%	452.39	40.08%	302.61	75.65	75.65	75.65	75.65
6	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout/Delivery	54418	08/26/20	300.00	Affidavit	Affidavit	300.00	59.92%	179.76	40.08%	120.24	30.06	30.06	30.06	30.06
6	Omerta Storm Water Management	High Point - CMS Inspection 31, New Silt Fence, Repairs	54550	08/31/20	1,642.25	Affidavit	Affidavit	1,642.25	59.92%	984.03	40.08%	658.22	164.55	164.55	164.55	164.55
6	Omerta Storm Water Management	High Point - CMS Inspection 32, New Silt Fence, Repairs	54580	09/04/20	1,181.90	Affidavit	Affidavit	1,181.90	59.92%	708.19	40.08%	473.71	118.43	118.43	118.43	118.43
6	Omerta Storm Water Management	High Point - CMS Inspection 33, Heavy Bag/Scraper/Sweeper/Gutter/Flowlines	54588	09/04/20	3,988.50	Affidavit	Affidavit	3,988.50	59.92%	2,390.90	40.08%	309.20	300.60	300.60	300.60	300.60
6	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	Multiple	06/30/20	741,015.50	Affidavit	Affidavit	741,015.50	0.00%	-	0.00%	741,015.50	567,310.00	173,705.40	-	-
7	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	322384	09/30/20	18,889.00	Affidavit	Affidavit	18,889.00	59.92%	11,139.42	40.08%	7,749.58	1,872.64	1,872.64	1,872.64	1,872.64
7	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	322386	10/31/20	18,889.00	Affidavit	Affidavit	18,889.00	59.92%	10,983.96	40.08%	7,905.04	1,886.77	1,886.77	1,886.77	1,886.77
7	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	322515	11/20/20	15,237.00	Affidavit	Affidavit	15,237.00	59.92%	9,129.99	40.08%	6,107.01	1,526.75	1,526.75	1,526.75	1,526.75
7	A.G. Waseanar, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	329525	12/31/20	2,760.00	Affidavit	Affidavit	2,760.00	59.92%	1,653.79	40.08%	1,106.21	276.55	276.55	276.55	276.55
7	City and County of Denver	Zoning Permit Fee	6162117	10/15/20	675.00	Affidavit	Affidavit	675.00	59.92%	404.46	40.08%	270.54	67.64	67.64	67.64	67.64
7	City and County of Denver	Survey Development and Site Development Plan Review Fees	6173867	11/05/20	3,000.00	Affidavit	Affidavit	3,000.00	59.92%	1,797.60	40.08%	1,202.40	300.60	300.60	300.60	300.60
7	City and County of Denver	Survey Development and Site Development Plan Review Fees	6173879	11/05/20	3,000.00	Affidavit	Affidavit	3,000.00	59.92%	1,797.60	40.08%	1,202.40	300.60	300.60	300.60	300.60
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	109171	10/01/20	595.00	Affidavit	Affidavit	595.00	59.92%	356.52	40.08%	238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	110505	11/01/20	595.00	Affidavit	Affidavit	595.00	59.92%	356.52	40.08%	238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	121168	01/01/21	595.00	Affidavit	Affidavit	595.00	59.92%	356.52	40.08%	238.48	59.62	59.62	59.62	59.62
7	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	114419	02/01/21	595.00	Affidavit	Affidavit	595.00	59.92%	356.52	40.08%	238.48	59.62	59.62	59.62	59.62
7	Harris Kocher Smith	High Point Survey	Multiple	06/30/20	36,376.75	Affidavit	Affidavit	36,376.75	63.83%	23,217.85	36.17%	13,158.90	8,587.65	1,523.75	1,523.75	1,523.75
7	Harris Kocher Smith	High Point Engineering - 180422	Multiple	06/30/20	44,985.65	Affidavit	Affidavit	44,985.65	72.21%	32,493.05	27.79%	12,502.60	2,861.12	2,861.12	2,861.12	2,861.12
7	Marlin Marietta	High Point Filing No. 3 - Asphalt Paving	Multiple	11/20/20	808,381.40	Affidavit	Affidavit	808,381.40	0.00%	-	100.00%	808,381.40	-	-	-	-
7	Means Law Group, LLC	High Point Legal Advice/Development	525	12/01/20	36.50	Affidavit	Affidavit	36.50	100.00%	36.50	0.00%	-	-	-	-	-
7	Means Law Group, LLC	High Point Legal Advice/Development	548	01/02/21	36.50	Affidavit	Affidavit	36.50	100.00%	36.50	0.00%	-	-	-	-	-
7	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	06/30/20	15,860.00	Affidavit	Affidavit	15,860.00	59.92%	9,509.30	40.08%	6,350.70	1,589.18	1,589.18	1,589.18	1,589.18
7	Omerta Storm Water Management	High Point - CMS Inspection 35, Service BMP/Silt Fence/Reset Evt Pad	54955	09/25/20	3,223.80	Affidavit	Affidavit	3,223.80	59.92%	1,931.70	40.08%	1,292.10	323.03	323.03	323.03	323.03
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout	54993	09/29/20	931.76	Affidavit	Affidavit	931.76	59.92%	558.31	40.08%	373.45	93.36	93.36	93.36	93.36
7	Omerta Storm Water Management	High Point - CMS Inspection 37, Silt Fence Install and Repair	155051	10/09/20	566.15	Affidavit	Affidavit	566.15	59.92%	339.24	40.08%	226.91	56.73	56.73	56.73	56.73
7	Omerta Storm Water Management	High Point - CMS Inspection 37, Eco Vehicle Tracking Pad, Service BMP's	155052	10/09/20	2,478.85	Affidavit	Affidavit	2,478.85	59.92%	1,485.32	40.08%	993.53	248.38	248.38	248.38	248.38
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout	155059	10/12/20	931.76	Affidavit	Affidavit	931.76	59.92%	558.31	40.08%	373.45	93.36	93.36	93.36	93.36
7	Omerta Storm Water Management	High Point - CMS Inspect 38/Silt Fence/Wattle/Safety Fence/Remove Spools	155062	10/12/20	3,278.40	Affidavit	Affidavit	3,278.40	59.92%	1,964.41	40.08%	1,313.99	328.50	328.50	328.50	328.50
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout	155138	10/23/20	631.76	Affidavit	Affidavit	631.76	59.92%	378.55	40.08%	253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout	155184	11/16/20	631.76	Affidavit	Affidavit	631.76	59.92%	378.55	40.08%	253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point Land & Erosion Control	155191	11/19/20	37,645.48	Affidavit	Affidavit	37,645.48	40.08%	15,011.80	59.92%	22,633.68	3,792.96	3,792.96	3,792.96	3,792.96
7	Omerta Storm Water Management	High Point Land & Erosion Control	155341	11/19/20	2,311.90	Affidavit	Affidavit	2,311.90	59.92%	1,385.29	40.08%	926.61	231.65	231.65	231.65	231.65
7	Omerta Storm Water Management	High Point Land & Erosion Control	155424	11/30/20	37,014.00	Affidavit	Affidavit	37,014.00	59.92%	22,178.73	40.08%	14,835.27	3,708.82	3,708.82	3,708.82	3,708.82
7	Omerta Storm Water Management	High Point - Enviro 3 YD Concrete/Washout	155458	12/01/20	631.76	Affidavit	Affidavit	631.76	59.92%	378.55	40.08%	253.21	63.30	63.30	63.30	63.30
7	Omerta Storm Water Management	High Point Land & Erosion Control	155577	12/18/20	2,510.35	Affidavit	Affidavit	2,510.35	59.92%	1,508.20	40.08%	1,002.15	251.54	251.54	251.54	251.54
7	Omerta Storm Water Management	High Point Land & Erosion Control	155807	12/30/20	21,624.00	Affidavit	Affidavit	21,624.00	59.92%	12,957.07	40.08%	8,666.93	2,166.73			

SUMMARY OF COSTS REVIEWED

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
10	CMS Environmental Solutions	High Point Denver Weekly + Rain Inspections	121242	07/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
10	CMS Environmental Solutions	High Point Land & Erosion Control	121249	08/01/21	\$ 595.00	Affidavit	Affidavit	\$ 595.00	59.92%	\$ 356.52	40.08%	\$ 238.48	\$ 59.62	\$ 59.62	\$ 59.62	\$ 59.62
10	Harris Kocher Smith	High Point Survey	9,957.56	Affidavit	Affidavit	\$ 9,957.56	15.25%	\$ 1,457.59	84.75%	\$ 8,099.97	\$ 2,024.99	\$ 2,024.99	\$ 2,024.99	\$ 2,024.99	\$ 2,024.99	\$ 2,024.99
10	Harris Kocher Smith	High Point Engineering - 180422	35,261.23	Affidavit	Affidavit	\$ 35,261.23	68.51%	\$ 24,158.91	31.49%	\$ 11,102.67	\$ 2,776.67	\$ 2,776.67	\$ 2,776.67	\$ 2,776.67	\$ 2,776.67	\$ 2,776.67
10	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 8,653.00	Affidavit	Affidavit	\$ 8,653.00	59.92%	\$ 5,184.86	40.08%	\$ 867.03	\$ 867.03	\$ 867.03	\$ 867.03	\$ 867.03
10	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	Multiple	Multiple	\$ 742,004.05	Affidavit	Affidavit	\$ 742,004.05	0.00%	\$ 119,907.30	0.00%	\$ 622,096.75	\$ 436,755.00	\$ 95,357.78	\$ 89,983.88	\$ -
11	A.G. Weasener, Inc.	214058 High Point F3 Lot 5	338929	08/31/21	\$ 3,542.50	Affidavit	Affidavit	\$ 3,542.50	100.00%	\$ 3,542.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	339717	09/30/21	\$ 1,048.00	Affidavit	Affidavit	\$ 1,048.00	59.92%	\$ 627.96	40.08%	\$ 420.04	\$ 105.01	\$ 105.01	\$ 105.01	\$ 105.01
11	Denver Water	Irrigation Plan Review Fees	1009520100	05/25/21	\$ 450.00	Affidavit	Affidavit	\$ 450.00	0.00%	\$ -	100.00%	\$ 450.00	\$ -	\$ -	\$ -	\$ -
11	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 30,911.17	Affidavit	Affidavit	\$ 30,911.17	62.95%	\$ 19,459.80	37.05%	\$ 11,451.37	\$ 2,862.84	\$ 2,862.84	\$ 2,862.84	\$ 2,862.84
11	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 2,120.00	Affidavit	Affidavit	\$ 2,120.00	59.92%	\$ 1,270.30	40.08%	\$ 849.70	\$ 212.42	\$ 212.42	\$ 212.42	\$ 212.42
11	NU Style Landscape & Development	High Point Common 64th & Dunkirk Denver CO	Multiple	Multiple	\$ 172,130.40	Affidavit	Affidavit	\$ 172,130.40	0.00%	\$ -	100.00%	\$ 172,130.40	\$ -	\$ -	\$ -	\$ 172,130.40
11	Stoney Creek Concrete	4 Concrete Bollards	60851	07/09/21	\$ 1,140.00	Affidavit	Affidavit	\$ 1,140.00	0.00%	\$ -	100.00%	\$ 1,140.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	336377	07/31/21	\$ 1,970.00	Affidavit	Affidavit	\$ 1,970.00	59.92%	\$ 760.98	40.08%	\$ 509.02	\$ 127.25	\$ 127.25	\$ 127.25	\$ 127.25
11	A.G. Weasener, Inc.	214058 High Point F3 Lot 7	339747	08/30/21	\$ 1,868.00	Affidavit	Affidavit	\$ 1,868.00	100.00%	\$ 1,868.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	341234	10/31/21	\$ 1,939.00	Affidavit	Affidavit	\$ 1,939.00	59.92%	\$ 1,162.65	40.08%	\$ 776.35	\$ 94.09	\$ 94.09	\$ 94.09	\$ 94.09
11	A.G. Weasener, Inc.	214058 High Point F3 Lot 7	341293	10/31/21	\$ 1,192.50	Affidavit	Affidavit	\$ 1,192.50	100.00%	\$ 1,192.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	187305	10/12/21	\$ 9,643.50	Affidavit	Affidavit	\$ 9,643.50	100.00%	\$ 9,643.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	188472	11/17/21	\$ 3,783.50	Affidavit	Affidavit	\$ 3,783.50	100.00%	\$ 3,783.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	189646	12/15/21	\$ 6,789.50	Affidavit	Affidavit	\$ 6,789.50	100.00%	\$ 6,789.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	190403	01/13/22	\$ 1,456.50	Affidavit	Affidavit	\$ 1,456.50	100.00%	\$ 1,456.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	191956	02/13/22	\$ 65.00	Affidavit	Affidavit	\$ 65.00	100.00%	\$ 65.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Fox Rothschild LLP	Altaira at High Point Structural Engineering Services	165960	11/10/21	\$ 4,684.50	Affidavit	Affidavit	\$ 4,684.50	100.00%	\$ 4,684.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Hall Contracting LLC	Altaira at High Point	Pay App 1	12/17/21	\$ 278,935.11	Affidavit	Affidavit	\$ 278,935.11	0.00%	\$ 100.00%	100.00%	\$ 278,935.11	\$ -	\$ -	\$ -	\$ 278,935.11
11	Harris Kocher Smith	High Point Survey	Multiple	Multiple	\$ 14,612.50	Affidavit	Affidavit	\$ 14,612.50	3.09%	\$ 450.90	96.91%	\$ 14,161.60	\$ 8,037.85	\$ 8,037.85	\$ 8,037.85	\$ 6,123.75
11	Means Law Group, LLC	High Point Denver - 180422	Multiple	Multiple	\$ 80,664.06	Affidavit	Affidavit	\$ 80,664.06	63.50%	\$ 51,219.55	36.50%	\$ 29,444.51	\$ 6,752.15	\$ 6,752.15	\$ 6,752.15	\$ 9,188.02
11	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 480.00	Affidavit	Affidavit	\$ 480.00	0.00%	\$ -	100.00%	\$ 480.00	\$ -	\$ -	\$ -	\$ -
11	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 12,769.52	Affidavit	Affidavit	\$ 12,769.52	59.92%	\$ 7,651.48	40.08%	\$ 1,279.51	\$ 1,279.51	\$ 1,279.51	\$ 1,279.51	\$ 1,279.51
11	Norris Design, Inc.	Altaira at High Point - Construction Assistance	01-69864	12/31/21	\$ 2,957.50	Affidavit	Affidavit	\$ 2,957.50	59.92%	\$ 1,556.42	40.08%	\$ 1,041.08	\$ 260.27	\$ 260.27	\$ 260.27	\$ 260.27
11	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-01	02/20/22	\$ 56,363.82	Affidavit	Affidavit	\$ 56,363.82	0.00%	\$ -	100.00%	\$ 56,363.82	\$ -	\$ -	\$ -	\$ -
11	Premier Earthworks & Infrastructure, Inc.	High Point Filing No. 3 Utilities - Job# 191025	Multiple	Multiple	\$ 67,068.69	Affidavit	Affidavit	\$ 67,068.69	0.00%	\$ 0.00%	100.00%	\$ 67,068.69	\$ -	\$ -	\$ -	\$ -
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO (Asphalt)	346888	02/24/22	\$ 740.00	Affidavit	Affidavit	\$ 740.00	0.00%	\$ -	100.00%	\$ 740.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00
11	Foster Graham Milstein & Calisher, LLP	Developer Legal Fees	194812	04/15/22	\$ 4,197.00	Affidavit	Affidavit	\$ 4,197.00	100.00%	\$ 4,197.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	GRC Consulting, Inc.	Altaira at High Point - Excavation and Mobilization	10056	12/14/21	\$ 27,372.00	Affidavit	Affidavit	\$ 27,372.00	0.00%	\$ -	100.00%	\$ 27,372.00	\$ 13,686.00	\$ 13,686.00	\$ 13,686.00	\$ 13,686.00
11	Hall Contracting LLC	Altaira at High Point - Cobble rock install, plant material install, steel edger install, eros.	79115	04/07/22	\$ 31,500.00	Affidavit	Affidavit	\$ 31,500.00	0.00%	\$ -	100.00%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00	\$ 15,750.00	\$ 15,750.00
11	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 66,618.24	Affidavit	Affidavit	\$ 66,618.24	63.28%	\$ 42,154.02	36.72%	\$ 6,989.56	\$ 6,989.56	\$ 6,989.56	\$ 6,989.56	\$ 3,495.57
11	Means Law Group, LLC	Review correspondence and research AT&T fiber relocation payment	955	04/05/22	\$ 160.00	Affidavit	Affidavit	\$ 160.00	100.00%	\$ 160.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 86,103.97	Affidavit	Affidavit	\$ 86,103.97	23.81%	\$ 4,098.69	86.96%	\$ 11,114.68	\$ 7,853.92	\$ 7,853.92	\$ 7,853.92	\$ 7,853.92
11	Norris Design, Inc.	Altaira at High Point - Construction Assistance	Multiple	Multiple	\$ 540.00	Affidavit	Affidavit	\$ 540.00	59.92%	\$ 323.57	40.08%	\$ 216.43	\$ 54.11	\$ 54.11	\$ 54.11	\$ 54.11
11	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-02	03/25/22	\$ 98,956.23	Affidavit	Affidavit	\$ 98,956.23	0.00%	\$ -	100.00%	\$ 98,956.23	\$ -	\$ -	\$ -	\$ -
11	Studio Lighting Co.	Photometric for Site Development Permit - High Point 18 Mini Lots - 2019-036 - Lot 1	269	09/11/21	\$ 450.00	Affidavit	Affidavit	\$ 450.00	0.00%	\$ -	100.00%	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ -
11	Studio Lighting Co.	Photometric for Site Development Permit - High Point 18 Mini Lots - 2019-036 - Lot 1	278	09/18/21	\$ 1,350.00	Affidavit	Affidavit	\$ 1,350.00	0.00%	\$ -	100.00%	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ -
11	Studio Lighting Co.	Photometric for Site Development Permit - High Point Mini Lots - 2019-046 - Lots 11, 284	284	11/01/21	\$ 1,800.00	Affidavit	Affidavit	\$ 1,800.00	0.00%	\$ -	100.00%	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -
11	Studio Lighting Co.	Photometric for Site Development Permit - High Point 18 Mini Lots - Lot 9 - 2019-031	292	12/18/21	\$ 450.00	Affidavit	Affidavit	\$ 450.00	0.00%	\$ -	100.00%	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ -
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	342873	03/30/22	\$ 7,730.00	Affidavit	Affidavit	\$ 7,730.00	59.92%	\$ 4,631.80	40.08%	\$ 3,098.20	\$ 3,098.20	\$ 3,098.20	\$ 3,098.20	\$ -
11	A.G. Weasener, Inc.	221300 High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	348261	03/30/22	\$ 4,940.00	Affidavit	Affidavit	\$ 4,940.00	59.92%	\$ 2,900.13	40.08%	\$ 1,593.87	\$ 484.97	\$ 484.97	\$ 484.97	\$ 484.97
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	349617	04/29/22	\$ 2,560.00	Affidavit	Affidavit	\$ 2,560.00	59.92%	\$ 1,533.95	40.08%	\$ 1,026.05	\$ 1,026.05	\$ 1,026.05	\$ 1,026.05	\$ -
11	A.G. Weasener, Inc.	176197 High Point-Area 1 NW of E 64th Ave & Dunkirk Rd Denver CO	351068	05/31/22	\$ 2,200.00	Affidavit	Affidavit	\$ 2,200.00	59.92%	\$ 1,318.24	40.08%	\$ 881.76	\$ -	\$ -	\$ -	\$ -
11	A.G. Weasener, Inc.	214067 High Point Filing 3-Lot 5	351100	05/31/22	\$ 3,665.00	Affidavit	Affidavit	\$ 3,665.00	100.00%	\$ 3,665.00	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	A.G. Weasener, Inc.	221300 High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	351199	06/21/22	\$ 1,115.00	Affidavit	Affidavit	\$ 1,115.00	59.92%	\$ 680.69	40.08%	\$ 454.31	\$ 113.73	\$ 113.73	\$ 113.73	\$ 113.73
11	A.G. Weasener, Inc.	221300 High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	353135	06/30/22	\$ 750.00	Affidavit	Affidavit	\$ 750.00	59.92%	\$ 449.40	40.08%	\$ 300.60	\$ 75.15	\$ 75.15	\$ 75.15	\$ 75.15
11	Altaira at High Point Townhome Association, Inc.	2nd Qtr 2022 Assessment Billing for Lots owned within the Altaira at High Point Tower	AHT-5002	05/11/22	\$ 903.08	Affidavit	Affidavit	\$ 903.08	100.00%	\$ 903.08	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Install 4 inch storm drain on 6-Plex	16210	05/04/22	\$ 19,944.00	Affidavit	Affidavit	\$ 19,944.00	0.00%	\$ -	100.00%	\$ 19,944.00	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Install 8 inch storm drain on 6-Plex	16913	06/01/22	\$ 13,706.00	Affidavit	Affidavit	\$ 13,706.00	0.00%	\$ -	100.00%	\$ 13,706.00	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Install 8 inch storm drain on 6-Plex (backfilled and completed on the 27th of May)	16158	06/01/22	\$ 37,260.00	Affidavit	Affidavit	\$ 37,260.00	0.00%	\$ -	100.00%	\$ 37,260.00	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Take 6-Plex footprint down 10 feet below existing grade, controlled fill back to bottc	16492	06/21/22	\$ 59,035.50	Affidavit	Affidavit	\$ 59,035.50	100.00%	\$ 59,035.50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Install 4 inch drain on 6-Plex	16457	07/07/22	\$ 13,400.00	Affidavit	Affidavit	\$ 13,400.00	0.00%	\$ -	100.00%	\$ 13,400.00	\$ -	\$ -	\$ -	\$ -
11	Brothers Excavating LLC	Install 4 inch drain on 6-Plex	16548	07/07/22	\$ 18,750.00	Affidavit	Affidavit	\$ 18,750.00	0.00%	\$ -	100.00%	\$ 18,750.00	\$ 18,750.00	\$ 18,750.00	\$ 18,750.00	\$ -
11	Colorado Barricade Co.	No parking Fire Lane w/ Post: Mobilization	497210-001	05/25/22	\$ 2,000.00	Affidavit	Affidavit	\$ 2,000.00	0.00%	\$ -	100.00%	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -
11	Colorado Barricade Co.	No parking Fire Lane w/ Post: Mobilization	497210-002	06/28/22	\$ 21,585.80	Affidavit	Affidavit	\$ 21,585.80	0.00%	\$ -	100.00%	\$ 21,585.80	\$ 21,585.80	\$ 21,585.80	\$ 21,585.80	\$ -
11	GRC Consulting, Inc.	High Point 2022-375: Excavate/Remove Existing Dirt Material/Mobilization	11501	07/22/22	\$ 45,112.00	Affidavit	Affidavit	\$ 45,112.00	0.00%	\$ -	100.00%	\$ 45,112.00	\$ 22,766.00	\$ 22,766.00	\$ 22,766.00	\$ 22,766.00
11	Hall Contracting LLC	Altaira at High Point	Pay App 2 & 3	Multiple	Multiple	\$ 82,708.25	Affidavit	Affidavit	\$ 82,708.25	0.00%	\$ 100.00%	\$ 82,708.25	\$ -	\$ -	\$ -	\$ 82,708.25
11	Harris Kocher Smith	High Point Survey	Multiple	Multiple	\$ 14,337.50	Affidavit	Affidavit	\$ 14,337.50	0.00%	\$ -	100.00%	\$ 14,337.50	\$ 7,168.75	\$ 7,168.75	\$ 7,168.75	\$ 7,168.75
11	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 20,912.66	Affidavit	Affidavit	\$ 20,912.66	60.38%	\$ 12,669.92	39.42%	\$ 8,242.74	\$ 2,060.68	\$ 2,060.68		

SUMMARY OF COSTS REVIEWED

For Review

07/18/2023 11:32:58 AM

VER NO	VENDOR	DESCRIPTION	INV NO	INV DATE	FINAL INV AMT	PMT NO	PMT DATE	PMT AMT	% PRI	PRI AMT	% PUB	PUB AMT	STREETS	WATER	SANITATION	PARKS & REC
15	Fox Rothschild LP	High Point Townhomes Professional Services rendered through 11/30/21	2874042	12/07/21	\$ 2,700.00	Affidavit	Affidavit	\$ 2,700.00	100.00%	\$ 2,700.00	0.00%	\$ -				
15	Fox Rothschild LP	Altara High Point HOA	3036719	09/15/22	\$ 302.50	Affidavit	Affidavit	\$ 302.50	100.00%	\$ 302.50	0.00%	\$ -				
15	Hall Contracting LLC	Altara at High Point	Pay App 4-6		\$ 566,028.51	Affidavit	Affidavit	\$ 566,028.51	0.00%	\$ -	100.00%	\$ 566,028.51				\$ 566,028.51
15	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 16,945.35	Affidavit	Affidavit	\$ 16,945.35	60.17%	\$ 9,686.74	39.83%	\$ 6,399.02	1,589.76	1,589.76	1,589.76	1,589.76
15	Means Law Group, LLC	High Point Denver - Denver Water Easement	1009	06/02/22	\$ 160.00	Affidavit	Affidavit	\$ 160.00	0.00%	\$ -	100.00%	\$ 160.00				
15	Means Law Group, LLC	High Point Denver - Denver Water Easement	1038	06/30/22	\$ 40.00	Affidavit	Affidavit	\$ 40.00	0.00%	\$ -	100.00%	\$ 40.00				
15	Means Law Group, LLC	High Point Denver - Denver Water Easement	1101	08/31/22	\$ 200.00	Affidavit	Affidavit	\$ 200.00	0.00%	\$ -	100.00%	\$ 200.00				
15	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 3,162.50	Affidavit	Affidavit	\$ 3,162.50	59.92%	\$ 1,894.97	40.08%	\$ 1,267.53	316.88	316.88	316.88	316.88
15	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple	Multiple	\$ 7,852.90	Affidavit	Affidavit	\$ 7,852.90	59.92%	\$ 4,705.20	40.08%	\$ 3,147.70	786.93	786.93	786.93	786.93
15	Premier Earthworks & Infrastructure, Inc.	High Point F2 Alley Widening	TM22001-03	05/20/22	\$ 50,845.80	Affidavit	Affidavit	\$ 50,845.80	0.00%	\$ -	100.00%	\$ 50,845.80				
16	A.G. Waseanan, Inc.	221300-High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	INV003112	01/30/23	\$ 6,015.00	Affidavit	Affidavit	\$ 6,015.00	59.92%	\$ 3,604.18	40.08%	\$ 2,410.82	602.71	602.71	602.71	602.71
16	A.G. Waseanan, Inc.	230068F-High Point Filing 3 Lot 10 2021-SSPR-0000185 Denver CO-Compaction Test	INV003113	01/30/23	\$ 1,905.00	Affidavit	Affidavit	\$ 1,905.00	100.00%	\$ 1,905.00	0.00%	\$ -				
16	Altara at High Point Townhome Association, Inc.	Deficit Billing - November 2022	20230207	02/07/23	\$ 7,000.00	Affidavit	Affidavit	\$ 7,000.00	100.00%	\$ 7,000.00	0.00%	\$ -				
16	Brothers Excavating LLC	Install 8" and 4" Storm Drain on 4-Plex	17319	12/28/22	\$ 40,158.00	Affidavit	Affidavit	\$ 40,158.00	0.00%	\$ -	100.00%	\$ 40,158.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 4-Plex	17392	01/09/23	\$ 23,416.00	Affidavit	Affidavit	\$ 23,416.00	0.00%	\$ -	100.00%	\$ 23,416.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 4-Plex	17393	01/09/23	\$ 20,984.00	Affidavit	Affidavit	\$ 20,984.00	0.00%	\$ -	100.00%	\$ 20,984.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 4-Plex	17406	01/17/23	\$ 22,540.00	Affidavit	Affidavit	\$ 22,540.00	0.00%	\$ -	100.00%	\$ 22,540.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 6-Plex	17407	01/17/23	\$ 32,310.00	Affidavit	Affidavit	\$ 32,310.00	0.00%	\$ -	100.00%	\$ 32,310.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 6-Plex	17549	02/20/23	\$ 34,140.00	Affidavit	Affidavit	\$ 34,140.00	0.00%	\$ -	100.00%	\$ 34,140.00				
16	Brothers Excavating LLC	Install 4" Storm Drain on 5-Plex	17550	02/20/23	\$ 26,850.00	Affidavit	Affidavit	\$ 26,850.00	0.00%	\$ -	100.00%	\$ 26,850.00				
16	CDPHE	WQCD Annual Permit for Facility High Point Subdivision Filing 3	WC231128002	07/29/22	\$ 540.00	Affidavit	Affidavit	\$ 540.00	59.92%	\$ 323.57	40.08%	\$ 216.43	54.11	54.11	54.11	54.11
16	Colorado Barricade Co.	No Parking Fire Lane w/ Post: Mobilization	GR23101-003	09/23/22	\$ 9,140.04	Affidavit	Affidavit	\$ 9,140.04	0.00%	\$ -	100.00%	\$ 9,140.04				
16	DalVinc Sign	Double Faced Address Monument Sign	16768	01/03/23	\$ 31,307.08	Affidavit	Affidavit	\$ 31,307.08	0.00%	\$ -	100.00%	\$ 31,307.08				
16	GR Consulting, Inc.	High Point 2022-275: Excavator/Remove Existing Dirt Material/Mobilization	12411	11/03/22	\$ 46,478.00	Affidavit	Affidavit	\$ 46,478.00	0.00%	\$ -	100.00%	\$ 46,478.00				\$ 23,239.00
16	Hall Contracting LLC	Altara at High Point	Pay App 7	10/24/22	\$ 23,962.35	Affidavit	Affidavit	\$ 23,962.35	0.00%	\$ -	100.00%	\$ 23,962.35				\$ 23,962.35
16	Harris Kocher Smith	High Point Survey	Multiple	Multiple	\$ 38,877.50	Affidavit	Affidavit	\$ 38,877.50	82.24%	\$ 3,205.00	91.76%	\$ 36,672.50	15,200.00			\$ 15,200.00
16	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 7,539.13	Affidavit	Affidavit	\$ 7,539.13	59.92%	\$ 4,511.44	40.08%	\$ 3,027.69	755.42	755.42	755.42	755.42
16	Martin Marietta	High Point Filing No. 3 - Asphalt Paving	37794290	12/19/22	\$ 1,750.00	Affidavit	Affidavit	\$ 1,750.00	0.00%	\$ -	100.00%	\$ 1,750.00				
16	Marvel Concrete, Inc.	Remove Frost & Pour & Finish with High Early Concrete	1025	01/16/23	\$ 2,615.00	Affidavit	Affidavit	\$ 2,615.00	0.00%	\$ -	100.00%	\$ 2,615.00				
16	Means Law Group, LLC	Follow up with Title Company on Easement Commitment	1218	12/30/22	\$ 40.00	Affidavit	Affidavit	\$ 40.00	100.00%	\$ 40.00	0.00%	\$ -				
16	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 1,171.25	Affidavit	Affidavit	\$ 1,171.25	59.92%	\$ 701.81	40.08%	\$ 469.44	117.36	117.36	117.36	117.36
16	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple	Multiple	\$ 4,712.50	Affidavit	Affidavit	\$ 4,712.50	59.92%	\$ 2,823.72	40.08%	\$ 1,888.78	472.19	472.19	472.19	472.19
17	A.G. Waseanan, Inc.	214067-High Point Filing 3 Lot 5 2021-SSPR-0000066 64th Ave & Dunkirk St.	348250	03/30/22	\$ 1,530.00	Affidavit	Affidavit	\$ 1,530.00	100.00%	\$ 1,530.00	0.00%	\$ -				
17	A.G. Waseanan, Inc.	221300-High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	356933	09/30/22	\$ 3,180.00	Affidavit	Affidavit	\$ 3,180.00	59.92%	\$ 1,897.52	40.08%	\$ 1,282.48	316.62	316.62	316.62	316.62
17	A.G. Waseanan, Inc.	225620F-High Point Filing 3 2021-SSPR-0000184 High Point Ceylon St	INV001332	11/30/22	\$ 800.00	Affidavit	Affidavit	\$ 800.00	59.92%	\$ 479.36	40.08%	\$ 320.64	80.16	80.16	80.16	80.16
17	A.G. Waseanan, Inc.	221300F-High Point Filing 3 2021-SSPR-0000047 64th Ave & Dunkirk St Denver CO	INV003981	02/24/23	\$ 2,980.00	Affidavit	Affidavit	\$ 2,980.00	59.92%	\$ 1,785.61	40.08%	\$ 1,194.39	298.60	298.60	298.60	298.60
17	Altara at High Point Townhome Association, Inc.	1st Qtr 2022 Assessment Billing for Lots owned within the Altara at High Point Town	AHT-5004	03/30/23	\$ 412.23	Affidavit	Affidavit	\$ 412.23	100.00%	\$ 412.23	0.00%	\$ -				
17	Brothers Excavating LLC	Install 4" Storm Drain on 4-Plex	17581	02/28/23	\$ 21,460.00	Affidavit	Affidavit	\$ 21,460.00	0.00%	\$ -	100.00%	\$ 21,460.00				
17	Brothers Excavating LLC	Install 4" Storm Drain on 4-Plex	17582	02/28/23	\$ 21,460.00	Affidavit	Affidavit	\$ 21,460.00	0.00%	\$ -	100.00%	\$ 21,460.00				
17	Brothers Excavating LLC	Install 4" Storm Drain on 6-Plex (tied in to existing 12" Storm Drain)	17759	03/28/23	\$ 32,346.00	Affidavit	Affidavit	\$ 32,346.00	0.00%	\$ -	100.00%	\$ 32,346.00				
17	DalVinc Sign	Double Faced Address Monument Sign	16989	02/09/23	\$ 11,569.47	Affidavit	Affidavit	\$ 11,569.47	0.00%	\$ -	100.00%	\$ 11,569.47				
17	GR Consulting, Inc.	High Point 2022-275: Excavator/Remove Existing Dirt Material/Mobilization	12399	03/17/23	\$ 26,604.00	Affidavit	Affidavit	\$ 26,604.00	0.00%	\$ -	100.00%	\$ 26,604.00				\$ 13,302.00
17	Harris Kocher Smith	High Point Survey	Multiple	Multiple	\$ 27,180.00	Affidavit	Affidavit	\$ 27,180.00	0.00%	\$ -	100.00%	\$ 27,180.00				\$ 23,407.50
17	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 16,353.26	Affidavit	Affidavit	\$ 16,353.26	74.51%	\$ 12,184.85	25.49%	\$ 4,168.41	1,042.10	1,042.10	1,042.10	1,042.10
17	Means Law Group, LLC	High Point Denver - Denver Water Easement	1267	02/28/23	\$ 120.00	Affidavit	Affidavit	\$ 120.00	0.00%	\$ -	100.00%	\$ 120.00				
17	Norris Design, Inc.	High Point Denver - Design and Entitlement	01-50592	04/30/19	\$ 30,746.30	Affidavit	Affidavit	\$ 30,746.30	4.83%	\$ 1,484.54	95.17%	\$ 29,261.76	7,315.44	7,315.44	7,315.44	7,315.44
17	Norris Design, Inc.	Altara at High Point - Construction Assistance	Multiple	Multiple	\$ 2,444.25	Affidavit	Affidavit	\$ 2,444.25	59.92%	\$ 1,464.84	40.08%	\$ 979.41	244.85	244.85	244.85	244.85
18	A.G. Waseanan, Inc.	225620F-High Point Filing 3 2021-SSPR-0000184 High Point Ceylon St	INV02602	12/30/22	\$ 1,855.00	Affidavit	Affidavit	\$ 1,855.00	59.92%	\$ 1,111.51	40.08%	\$ 743.49	185.87	185.87	185.87	185.87
18	A.G. Waseanan, Inc.	176197F-High Point-Area 1 NW of E 64th Ave & Dunkirk Rd	INV025266	03/31/23	\$ 555.00	Affidavit	Affidavit	\$ 555.00	59.92%	\$ 332.56	40.08%	\$ 222.44	55.61	55.61	55.61	55.61
18	A.G. Waseanan, Inc.	230068F-High Point Filing 3 Lot 10 2021-SSPR-0000185 Denver CO-Compaction Test	INV025772	03/31/23	\$ 1,645.00	Affidavit	Affidavit	\$ 1,645.00	100.00%	\$ 1,645.00	0.00%	\$ -				
18	A.G. Waseanan, Inc.	230068F-High Point Filing 3 Lot 11 2021-SSPR-0000029	INV025773	03/31/23	\$ 1,725.00	Affidavit	Affidavit	\$ 1,725.00	100.00%	\$ 1,725.00	0.00%	\$ -				
18	A.G. Waseanan, Inc.	231275F-High Point Filing 3 Lot 18 2021-SSPR-0000174	INV025055	04/30/23	\$ 4,085.00	Affidavit	Affidavit	\$ 4,085.00	100.00%	\$ 4,085.00	0.00%	\$ -				
18	Brothers Excavating LLC	Install 8" Storm Drain on 6-Plex	17947	04/26/23	\$ 50,622.00	Affidavit	Affidavit	\$ 50,622.00	0.00%	\$ -	100.00%	\$ 50,622.00				
18	Brothers Excavating LLC	Install 4" Storm Drain on 6-Plex	17948	04/26/23	\$ 31,674.00	Affidavit	Affidavit	\$ 31,674.00	0.00%	\$ -	100.00%	\$ 31,674.00				
18	Brothers Excavating LLC	Install 8" Storm Drain on 5-Plex	18096	05/22/23	\$ 43,905.00	Affidavit	Affidavit	\$ 43,905.00	0.00%	\$ -	100.00%	\$ 43,905.00				
18	Brothers Excavating LLC	Install 8" Storm Drain on 6-Plex	18097	05/22/23	\$ 52,686.00	Affidavit	Affidavit	\$ 52,686.00	0.00%	\$ -	100.00%	\$ 52,686.00				
18	CMS Environmental Solutions	Permit required Weekly Inspections	151061	06/01/23	\$ 625.00	Affidavit	Affidavit	\$ 625.00	59.92%	\$ 374.50	40.08%	\$ 250.50	62.63	62.63	62.63	62.63
18	EMC Consultants	High Point AA#1 - Parcel Signs	65837	06/08/23	\$ 6,000.00	Affidavit	Affidavit	\$ 6,000.00	100.00%	\$ 6,000.00	0.00%	\$ -				
18	Harris Kocher Smith	High Point Engineering - 180422	Multiple	Multiple	\$ 3,162.47	Affidavit	Affidavit	\$ 3,162.47	23.17%	\$ 732.65	76.83%	\$ 2,429.82	607.46	607.46	607.46	607.46
18	Harris Kocher Smith	High Point Survey	Multiple	Multiple	\$ 22,475.00	Affidavit	Affidavit	\$ 22,475.00	0.00%	\$ -	100.00%	\$ 22,475.00	5,852.50	3,285.00	3,285.00	13,337.50
18	Norris Design, Inc.	Altara at High Point - Construction Assistance	01-41372	04/30/23	\$ 3,892.50	Affidavit	Affidavit	\$ 3,892.50	59.92%	\$ 2,322.38	40.08%	\$ 1,569.12	390.03	390.03	390.03	390.03
18	Norris Design, Inc.	High Point Denver - Design and Entitlement	Multiple	Multiple	\$ 713.20	Affidavit										

EXHIBIT B

SUMMARY OF DOCUMENTS REVIEWED

SUMMARY OF DOCUMENTS REVIEWED

SERVICE PLANS

- Service Plan for Colorado International Center Metropolitan District No. 13, prepared by McGeady Sisneros, P.C., approved March 13, 2006

DISTRICT AGREEMENTS

- Draft Facilities Acquisition Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and William Lyon Homes, Inc., dated March of 2020
- Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM High Point VI LLC, dated July 20, 2017
- Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, dated June 28, 2007
- First Amendment to Facilities Funding, Construction and Operations Agreement between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, executed October 29, 2009, effective September 2, 2008

LAND SURVEY DRAWINGS

- High Point Subdivision Filing No. 3 Preliminary Plat, prepared by Harris Kocher Smith Engineering Group, Inc., dated October 8, 2008

CONSTRUCTION DRAWINGS

- High Point Filing No. 3, Transportation Engineering Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved October 1, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, Amendment No. 1, prepared by Harris Kocher Smith Engineering Group, Inc., approved September 25, 2019
- High Point Filing No. 3, Public and Private Sanitary Sewer Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Public and Private Storm Sewer Improvements Plans, prepared by Harris Kocher Smith Engineering Group, Inc., approved August 1, 2019
- High Point Filing No. 3, Overlot Grading Plans, prepared by Harris Kocher Smith Engineering Group, Inc., signed and sealed February 5, 2019
- High Point Denver, Construction Stormwater Management Plan, prepared by Harris Kocher Smith Engineering Group, Inc., approved January 16, 2019

CONSULTANT CONTRACTS

- Harris Kocher Smith Engineering Group, Inc., Master Agreement for Professional Services, to provide Soils Reports, executed June 3, 2019
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Preliminary Site Planning and Engineering Services, dated April 17, 2018
- Harris Kocher Smith Engineering Group, Inc., Agreement for Services, to provide Design Services and Construction Plans, executed July 12, 2018, effective June 18, 2018
 - o Additional Services Agreement, to provide Transportation Engineering Plan Update and Philips 66 Gas Main Relocation Design, dated October 17, 2018
 - o Additional Services Agreement, to provide Over-Excavation Plan, dated January 28, 2019
- Norris Design, Proposal for Services, to provide Planning and Landscape Architectural Services, executed June 27, 2018
- Norris Design, Proposal for Services, to provide Construction Administration Assistance, executed December 6, 2021

CONSULTANT INVOICES

- See *Exhibit A - Summary of Costs Reviewed*

CONTRACTOR CONTRACTS

- A.G. Wassenaar, Inc., Master Agreement for Professional Services, executed June 3, 2019
- A.G. Wassenaar, Inc., Work Agreement pursuant to Master Agreement for Professional Services, to provide Construction Testing and Observation Services, executed June 3, 2019
- Martin Marietta Materials, Inc., Master Subcontract Agreement, executed May 20, 2019
- Martin Marietta Materials, Inc., Work Agreement pursuant to Master Subcontract Agreement, to provide for Asphalt Paving, executed May 20, 2019
- Nu Style Landscape and Development, Work Agreement, pursuant to Master Subcontract Agreement, to provide Street Trees and Plant Material installation, executed February 5, 2020
 - o Change Order Nos. 1 – 2, dated April 15, 2021 through August 31, 2021
- Omerta Storm Water Management, Master Subcontract Agreement, executed February 6, 2019
- Omerta Storm Water Management, Work Agreement, pursuant to Master Subcontract Agreement, to provide Installation and Maintenance of Erosion Control Devices, executed February 6, 2019
- Premier Earthworks and Infrastructure, Master Subcontract Agreement, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement pursuant to Master Subcontract Agreement, to provide Earthwork Services, executed February 4, 2019
- Premier Earthworks and Infrastructure, Work Agreement pursuant to Master Subcontract Agreement, to provide Utilities and Concrete, executed May 9, 2019

- Change Order Nos. 1 - 4, dated January 15, 2020 through August 9, 2019
- Split Rail Fence & Supply Co., Master Subcontract Agreement, executed January 3, 2020
- Split Rail Fence & Supply Co., Work Agreement pursuant to the Master Subcontract Agreement, providing for Residential Privacy Fencing, dated January 3, 2020

CONTRACTOR PAY APPLICATIONS

- Hall Contracting LLC, Pay Application Nos. 1-9 (Altaira at High Point Landscaping) dated December 17, 2021 through March 24, 2023
- Martin Marietta, Pay Applications 1-4 (High Point Filing No. 3 – Asphalt Paving) dated November 2, 2020 through January 1, 2022
- Miller Wall Company, Pay Applications 1 and 2, dated April 1 through May 19, 2021
- Nu Style Landscape & Development, Pay Application Nos. 1, 2, 4, & 5, dated February 26, 2021 through September 30, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-16 (Job # 191025 – Utilities), dated November 27, 2019 through July 20, 2021
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-4 (Job #191003 – Earthwork), dated November 1, 2019 through April 15, 2020
- Premier Earthworks & Infrastructure, Inc., Pay Application Nos. 1-3 (Job TM22001 – High Point Filing 2 Alley Widening), dated February 28, 2022 through May 20, 2022

EXHIBIT C

AFFIDAVIT AS PROOFS OF PAYMENTS

AFFIDAVIT

THIS AFFIDAVIT is made as of this 6th day of July, 2023 by Peter Klupickow, as Vice President of **William Lyon Homes, Inc.**, a California corporation (the "**Builder**"). This Affidavit is made for the benefit of the **Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13** and **Colorado International Center Metropolitan District No. 14**, each a quasi-municipal corporation and political subdivision of the State of Colorado (the "**Districts**").

1. The Builder was the owner of certain property in the District's Service Area during the time period within which the Costs, defined below, were incurred.
2. The Builder incurred the Costs through various funding and reimbursement agreements related to various contractors and services providers involved in the construction of public infrastructure facilities within the District that were completed between April 2018 to June 2023 as accurately shown in the Summary of Costs Reviewed to Date, attached as **Exhibit C** (the "**Costs**").
3. The subject construction has been complete, with no liens having been filed for non-payment to contractors or other service providers.
4. After searching in good faith, the Builder is unable to locate lien waivers or other evidence of payment of the Costs.
5. The Builder avers that all Costs have been paid as specified in **Exhibit C**.
6. The Builder hereby agrees to indemnify, defend and hold the Districts and their respective affiliated entities or other persons or entities designated by the Districts, and their respective directors, trustees, officers, members, managers, agents and employees, and the Districts' cost verification engineer (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of claims asserted by contractors or service providers relating to the Costs incurred to construct these public improvements from April 2018 to June 2023 and subject to applicable statute of limitations.

DATED as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO AFFIDAVIT]

Builder:

William Lyon Homes, Inc.

By: *[Signature]*
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

Subscribed and sworn to before me by Peter Klynka, as
Vice President of William Lyon Homes, Inc. on this 6th day of July, 2023.

Witness my hand and official seal.

My commission expires: 6/7/25

LAUREN HEADRICK
Notary Public
State of Colorado
Notary ID # 20174024157
My Commission Expires 06-07-2025

[Signature]
Notary Public

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
1	A.G. Wassenaar	299518	01/31/19	\$ 450.00
1	A.G. Wassenaar	302563	04/30/19	\$ 2,500.00
1	A.G. Wassenaar	303841	06/10/19	\$ 1,600.00
1	A.G. Wassenaar	307536	08/31/19	\$ 150.00
1	A.G. Wassenaar	308601	09/30/19	\$ 250.00
1	A.G. Wassenaar	308602	09/30/19	\$ 18,232.50
1	A.G. Wassenaar	309753	10/31/19	\$ 16,832.00
1	A.G. Wassenaar	309754	10/31/19	\$ 120.00
1	A.G. Wassenaar	309980	10/31/19	\$ 2,300.00
1	A.G. Wassenaar	311002	11/30/19	\$ 7,858.00
1	A.G. Wassenaar	311003	11/30/19	\$ 10,231.00
1	A.G. Wassenaar	311101	12/16/19	\$ 17,880.00
1	A.G. Wassenaar	311574	12/19/18	\$ 350.00
1	A.G. Wassenaar	312156	12/31/19	\$ 1,278.00
1	A.G. Wassenaar	312158	12/31/19	\$ 10,041.00
1	A.G. Wassenaar	312745	01/28/20	\$ 14,465.00
1	Harris Kocher Smith	180422.1	05/20/18	\$ 9,122.50
1	Harris Kocher Smith	180422.1	01/30/19	\$ 42,796.19
1	Harris Kocher Smith	180422.11	02/27/19	\$ 44,032.10
1	Harris Kocher Smith	180422.12	03/27/19	\$ 25,863.20
1	Harris Kocher Smith	180422.13	04/24/19	\$ 20,565.80
1	Harris Kocher Smith	180422.14	05/22/19	\$ 9,505.90
1	Harris Kocher Smith	180422.2	06/20/18	\$ 4,512.50
1	Harris Kocher Smith	180422.3	07/18/18	\$ 3,875.00
1	Harris Kocher Smith	180422.4	08/15/18	\$ 11,779.20
1	Harris Kocher Smith	180422.5	09/12/18	\$ 41,367.10
1	Harris Kocher Smith	180422.6	10/10/18	\$ 76,195.50
1	Harris Kocher Smith	180422.7	11/07/18	\$ 64,330.70
1	Harris Kocher Smith	180422.8	12/05/18	\$ 43,623.10
1	Harris Kocher Smith	180422.9	01/02/19	\$ 49,277.98
1	Norris Design	01-24267	04/30/18	\$ 3,256.07
1	Norris Design	01-24343	05/31/18	\$ 3,961.19
1	Norris Design	01-25003	06/30/18	\$ 14,495.00
1	Norris Design	01-25073	07/31/18	\$ 12,085.00
1	Norris Design	01-25451	08/31/18	\$ 20,186.25
1	Norris Design	01-25493	10/31/18	\$ 16,291.00
1	Norris Design	01-25898	09/30/18	\$ 19,937.55
1	Norris Design	01-26259	12/31/18	\$ 22,347.80
1	Norris Design	01-26373	11/30/18	\$ 20,443.57
1	Norris Design	01-27233	01/31/19	\$ 27,808.95
1	Norris Design	01-28170	02/28/19	\$ 17,295.45
1	Norris Design	01-50391	03/31/19	\$ 14,010.15
1	Norris Design	01-51497	05/31/19	\$ 22,461.75
1	Norris Design	01-52026	06/30/19	\$ 15,522.75
1	Norris Design	01-52634	07/31/19	\$ 12,058.00
1	Norris Design	01-53165	08/31/19	\$ 14,131.50
1	Norris Design	01-53669	09/30/19	\$ 1,859.75
1	Norris Design	01-54845	10/31/19	\$ 7,526.25
1	Norris Design	01-55586	11/30/19	\$ 1,278.00
1	Norris Design	01-56068	12/31/19	\$ 5,578.75
1	Omerta Storm Water Management	44200	01/28/19	\$ 4,750.00
1	Omerta Storm Water Management	48120	08/29/19	\$ 506.50
1	Omerta Storm Water Management	50457	12/31/19	\$ 720.60
1	Premier Earthworks & Infrastructure	191003.01	11/01/19	\$ 308,148.77
1	Premier Earthworks & Infrastructure	191003.02	12/02/19	\$ 148,611.38
1	Premier Earthworks & Infrastructure	191025.01	11/27/19	\$ 214,425.00
1	Premier Earthworks & Infrastructure	191025.02	12/20/19	\$ 197,595.00
1	Premier Earthworks & Infrastructure	191025.03	02/10/20	\$ 550,597.50
1	Harris Kocher Smith	180422.19	10/09/19	\$ 1,467.50
2	A.G. Wassenaar	313404	01/31/20	\$ 18,414.00
2	A.G. Wassenaar	313405	01/31/20	\$ 250.00
2	A.G. Wassenaar	313576	02/12/20	\$ 20,210.00
2	A.G. Wassenaar	313976	03/02/20	\$ 14,500.00
2	A.G. Wassenaar	314272	02/29/20	\$ 17,853.00
2	A.G. Wassenaar	314273	02/29/20	\$ 320.00

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
2	A.G. Wassenaar	314452	03/05/20	\$ 8,930.00
2	CMS Environmental Solutions	100580	03/01/20	\$ 595.00
2	Collins Cockrel & Cole	11031-001M	02/29/20	\$ 720.00
2	Davis, Graham & Stubbs	785004	02/27/20	\$ 3,645.00
2	Davis, Graham & Stubbs	785760	03/11/20	\$ 225.00
2	Felten Group	20-0769	01/31/20	\$ 1,175.00
2	Felten Group	20-1112	02/13/20	\$ 875.00
2	Felten Group	20-1113	02/13/20	\$ 9,000.00
2	Harris Kocher Smith	190116.9	02/12/20	\$ 15,645.00
2	Ken's Reproductions	5131726	03/04/20	\$ 40.01
2	Means Law	280	12/31/19	\$ 2,117.00
2	Means Law	299	02/02/20	\$ 2,664.50
2	Norris Design	01-56581	01/31/20	\$ 3,775.00
2	Norris Design	01-57079	02/29/20	\$ 4,761.25
2	Omerta Storm Water Management	51075	01/31/20	\$ 583.72
2	Omerta Storm Water Management	51426	02/29/20	\$ 654.45
2	Omerta Storm Water Management	51735	03/19/20	\$ 352.50
2	Premier Earthworks & Infrastructure	191025.04	03/10/20	\$ 402,413.49
2	Shamrock Delivery	139913	02/29/20	\$ 44.13
2	The Stanton Solution	731	03/01/20	\$ 2,000.00
3	A.G. Wassenaar	314819	03/16/20	\$ 6,500.00
3	A.G. Wassenaar	315116	03/31/20	\$ 3,685.00
3	A.G. Wassenaar	315457	03/31/20	\$ 14,875.00
3	A.G. Wassenaar	315458	03/31/20	\$ 2,057.00
3	A.G. Wassenaar	316256	04/21/20	\$ 11,675.00
3	ARC Document Solutions	10518494	01/29/20	\$ 148.42
3	CMS Environmental Solutions	101816	04/01/20	\$ 595.00
3	Harris Kocher Smith	180422.15	06/19/19	\$ 5,875.10
3	Harris Kocher Smith	180422.16	07/17/19	\$ 3,585.00
3	Harris Kocher Smith	180422.17	08/14/19	\$ 3,466.20
3	Harris Kocher Smith	180422.18	09/11/19	\$ 300.00
3	Harris Kocher Smith	180422.24	02/26/20	\$ 1,918.26
3	Harris Kocher Smith	190116.11	04/08/20	\$ 13,150.00
3	Harris Kocher Smith	190116.12	04/08/20	\$ 5,525.00
3	Harris Kocher Smith	190116.2	05/08/19	\$ 1,457.50
3	Harris Kocher Smith	190116.3	06/05/19	\$ 1,320.00
3	Harris Kocher Smith	190116.4	06/05/19	\$ 510.00
3	Harris Kocher Smith	190116.5	07/31/19	\$ 1,644.50
3	Harris Kocher Smith	190116.6	09/25/19	\$ 9,500.00
3	Harris Kocher Smith	190116.7	11/20/19	\$ 35,123.25
3	Harris Kocher Smith	190116.8	01/15/20	\$ 22,012.50
3	Omerta Storm Water Management	51847	03/25/20	\$ 5,787.56
3	Omerta Storm Water Management	51963	03/31/20	\$ 341.00
3	Omerta Storm Water Management	52105	04/09/20	\$ 361.38
3	Omerta Storm Water Management	52321	04/23/20	\$ 469.70
3	Premier Earthworks & Infrastructure	191003.04	04/15/20	\$ 22,229.12
3	Premier Earthworks & Infrastructure	191025.05	03/25/20	\$ 535,535.10
4	A.G. Wassenaar	316935	04/30/20	\$ 14,389.00
4	A.G. Wassenaar	317348	05/27/20	\$ 23,670.00
4	CMS Environmental Solutions	102987	05/01/20	\$ 595.00
4	CMS Environmental Solutions	104191	06/01/20	\$ 595.00
4	Collins Cockrel & Cole	123119	12/31/19	\$ 561.00
4	Fox Rothschild LLP	2546382	05/11/20	\$ 7,986.00
4	Harris Kocher Smith	180422.23	01/29/20	\$ 2,505.26
4	Harris Kocher Smith	190116.1	04/08/19	\$ 7,925.00
4	Harris Kocher Smith	190116.13	05/06/20	\$ 16,124.25
4	Harris Kocher Smith	190116.14	05/06/20	\$ 1,030.00
4	Harris Kocher Smith	180422.20-22	10/2019-01/2020	\$ 8,339.64
4	Harris Kocher Smith	190116.10	03/11/20	\$ 16,360.00
4	Means Law	382	04/30/20	\$ 1,635.11
4	Means Law	384	04/30/20	\$ 356.50
4	Norris Design	01-58431	04/30/20	\$ 5,498.75
4	Omerta Storm Water Management	52627	05/11/20	\$ 420.00
4	Premier Earthworks & Infrastructure	191003.03	12/20/19	\$ 12,352.00
4	Premier Earthworks & Infrastructure	191025.06	04/25/20	\$ 381,990.60

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
4	Premier Earthworks & Infrastructure	191025.07	05/25/20	\$ 672,125.18
5	A.G. Wassenaar	139792	07/31/20	\$ 15,319.00
5	A.G. Wassenaar	317689	05/31/20	\$ 8,019.00
5	A.G. Wassenaar	317943	06/09/20	\$ 23,275.00
5	A.G. Wassenaar	318102	06/08/20	\$ 650.00
5	A.G. Wassenaar	318303	06/25/20	\$ 6,480.00
5	A.G. Wassenaar	318653	07/06/20	\$ 470.00
5	A.G. Wassenaar	318655	07/06/20	\$ 1,880.00
5	A.G. Wassenaar	318660	06/30/20	\$ 15,813.00
5	A.G. Wassenaar	320482	08/18/20	\$ 1,880.00
5	City and County of Denver	6104064	06/22/20	\$ 1,600.00
5	City and County of Denver	6105615	06/24/20	\$ 123.00
5	CMS Environmental Solutions	105071	07/10/20	\$ 195.00
5	CMS Environmental Solutions	105474	07/01/20	\$ 595.00
5	CMS Environmental Solutions	106726	08/01/20	\$ 595.00
5	Fox Rothschild LLP	2561947	06/11/20	\$ 3,920.00
5	Harris Kocher Smith	180422.25	03/25/20	\$ 15,336.00
5	Harris Kocher Smith	180422.26	04/22/20	\$ 7,143.85
5	Harris Kocher Smith	180422.28	06/17/20	\$ 13,576.14
5	Harris Kocher Smith	180422.29	07/15/20	\$ 10,919.50
5	Harris Kocher Smith	180422.3	08/12/20	\$ 12,010.00
5	Harris Kocher Smith	190116.15	06/03/20	\$ 3,360.00
5	Harris Kocher Smith	190116.16	07/01/20	\$ 6,840.00
5	Harris Kocher Smith	190116.17	07/29/20	\$ 12,140.00
5	Lockton Insurance Brokers	17093767	06/10/20	\$ 4,327.00
5	Lockton Insurance Brokers	17093776	06/10/20	\$ 6,326.00
5	Lockton Insurance Brokers	17093788	06/10/20	\$ 1,150.00
5	Means Law	403	06/02/20	\$ 766.50
5	Means Law	419	06/30/20	\$ 146.00
5	Means Law	449	08/01/20	\$ 474.50
5	Norris Design	01-57633	03/31/20	\$ 815.00
5	Norris Design	01-58846	05/31/20	\$ 3,400.00
5	Norris Design	01-59345	06/30/20	\$ 1,710.00
5	Norris Design	01-59982	07/31/20	\$ 685.00
5	Omerta Storm Water Management	50787	01/17/20	\$ 350.00
5	Omerta Storm Water Management	53200	06/15/20	\$ 6,350.55
5	Omerta Storm Water Management	53487	06/30/20	\$ 1,075.35
5	Omerta Storm Water Management	53571	07/08/20	\$ 317.00
5	Premier Earthworks & Infrastructure	191025.08	07/25/20	\$ 450,024.58
5	The Stanton Solution	750	06/30/20	\$ 1,500.00
5	The Stanton Solution	760	07/31/20	\$ 4,500.00
6	A.G. Wassenaar	320781	08/28/20	\$ 850.00
6	A.G. Wassenaar	321176	08/31/20	\$ 12,193.00
6	CMS Environmental Solutions	107901	09/01/20	\$ 595.00
6	CO Dept of Health & Environmental	WC211103879	08/17/20	\$ 540.00
6	Harris Kocher Smith	180422.31	09/09/20	\$ 5,773.79
6	Harris Kocher Smith	190116.18	08/26/20	\$ 15,890.75
6	Means Law	464	08/31/20	\$ 36.50
6	Norris Design	01-60516	08/31/20	\$ 755.00
6	Omerta Storm Water Management	54418	08/26/20	\$ 300.00
6	Omerta Storm Water Management	54550	08/31/20	\$ 1,642.25
6	Omerta Storm Water Management	54560	09/04/20	\$ 1,181.90
6	Omerta Storm Water Management	54588	09/09/20	\$ 3,988.50
6	Premier Earthworks & Infrastructure	191025.09	06/25/20	\$ 366,284.48
6	Premier Earthworks & Infrastructure	191025.10	08/25/20	\$ 374,731.02
7	A.G. Wassenaar	322384	09/30/20	\$ 18,689.00
7	A.G. Wassenaar	323746	10/31/20	\$ 18,331.00
7	A.G. Wassenaar	325151	11/30/20	\$ 15,237.00
7	A.G. Wassenaar	325925	12/31/20	\$ 2,760.00
7	City and County of Denver	6162117	10/15/20	\$ 675.00
7	City and County of Denver	6173867	11/05/20	\$ 3,000.00
7	City and County of Denver	6173879	11/05/20	\$ 3,000.00
7	CMS Environmental Solutions	109171	10/01/20	\$ 595.00
7	CMS Environmental Solutions	110505	11/01/20	\$ 595.00
7	CMS Environmental Solutions	113168	01/01/21	\$ 595.00

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
7	CMS Environmental Solutions	114419	02/01/21	\$ 595.00
7	Harris Kocher Smith	180422.32	10/07/20	\$ 8,655.65
7	Harris Kocher Smith	180422.33	11/04/20	\$ 13,687.50
7	Harris Kocher Smith	180422.34	12/02/20	\$ 6,765.00
7	Harris Kocher Smith	180422.35	12/30/20	\$ 6,535.00
7	Harris Kocher Smith	180422.36	01/27/21	\$ 9,342.50
7	Harris Kocher Smith	190116.19	09/23/20	\$ 11,184.00
7	Harris Kocher Smith	190116.20	10/21/20	\$ 3,804.00
7	Harris Kocher Smith	190116.21	11/18/20	\$ 8,805.00
7	Harris Kocher Smith	190116.22	12/16/20	\$ 6,359.00
7	Harris Kocher Smith	190116.23	01/13/21	\$ 6,224.75
7	Martin Marietta	30474762	11/02/20	\$ 602,115.07
7	Martin Marietta	30922227	01/11/21	\$ 206,266.32
7	Means Law	525	12/01/20	\$ 36.50
7	Means Law	548	01/02/21	\$ 36.50
7	Norris Design	01-61558	09/30/20	\$ 2,270.00
7	Norris Design	01-61848	10/30/20	\$ 5,700.00
7	Norris Design	01-62465	11/30/20	\$ 4,004.00
7	Norris Design	01-63038	12/31/20	\$ 3,886.00
7	Omerta Storm Water Management	54855	09/25/20	\$ 3,223.80
7	Omerta Storm Water Management	54893	09/29/20	\$ 931.76
7	Omerta Storm Water Management	155051	10/09/20	\$ 566.15
7	Omerta Storm Water Management	155052	10/09/20	\$ 2,478.85
7	Omerta Storm Water Management	155060	10/12/20	\$ 931.76
7	Omerta Storm Water Management	155062	10/12/20	\$ 3,278.40
7	Omerta Storm Water Management	155138	10/23/20	\$ 631.76
7	Omerta Storm Water Management	155284	11/16/20	\$ 631.76
7	Omerta Storm Water Management	155291	11/16/20	\$ 37,454.50
7	Omerta Storm Water Management	155341	11/19/20	\$ 2,311.90
7	Omerta Storm Water Management	155424	11/30/20	\$ 37,014.00
7	Omerta Storm Water Management	155459	12/04/20	\$ 631.76
7	Omerta Storm Water Management	155677	12/18/20	\$ 2,510.35
7	Omerta Storm Water Management	155807	12/30/20	\$ 21,624.00
7	Omerta Storm Water Management	155990	01/15/21	\$ 2,512.40
7	Omerta Storm Water Management	156007	01/18/21	\$ 3,817.25
7	Premier Earthworks & Infrastructure	191025.11	09/25/20	\$ 502,357.05
7	Premier Earthworks & Infrastructure	191025.12	10/25/20	\$ 921,597.30
7	Premier Earthworks & Infrastructure	191025.13	11/25/20	\$ 604,774.38
8	A.G. Wassenaar	327650	01/31/21	\$ 4,410.00
8	A.G. Wassenaar	328598	02/28/21	\$ 2,208.00
8	CMS Environmental Solutions	106235	07/13/20	\$ 95.00
8	CMS Environmental Solutions	108829	09/14/20	\$ 95.00
8	CMS Environmental Solutions	115657	03/01/21	\$ 595.00
8	CMS Environmental Solutions	117098	04/01/21	\$ 595.00
8	Harris Kocher Smith	190116.24	02/10/21	\$ 4,841.00
8	Harris Kocher Smith	190116.25	03/10/21	\$ 5,884.00
8	Means Law	567	01/31/21	\$ 292.00
8	Means Law	599	02/26/21	\$ 146.00
8	Norris Design	01-63479	01/31/21	\$ 1,635.00
8	Norris Design	01-64124	02/28/21	\$ 1,770.00
8	NU Style Landscape & Development	1	02/26/21	\$ 17,550.00
8	Omerta Storm Water Management	155200	10/31/20	\$ 2,435.15
8	Omerta Storm Water Management	155260	11/11/20	\$ 497.50
8	Omerta Storm Water Management	156236	01/29/21	\$ 2,771.70
8	Omerta Storm Water Management	156370	02/08/21	\$ 890.62
8	Premier Earthworks & Infrastructure	191025.14	02/28/21	\$ 101,741.29
9	A.G. Wassenaar	330194	03/31/21	\$ 774.00
9	A.G. Wassenaar	331511	04/30/21	\$ 85.00
9	A.G. Wassenaar	331528	04/30/21	\$ 3,101.00
9	CMS Environmental Solutions	119840	06/01/21	\$ 595.00
9	Harris Kocher Smith	180422.37	03/24/21	\$ 29,465.73
9	Harris Kocher Smith	180422.38	04/21/21	\$ 10,206.18
9	Harris Kocher Smith	190116.26	03/19/21	\$ 3,930.35
9	Harris Kocher Smith	190116.28	04/05/21	\$ 7,069.50
9	Harris Kocher Smith	190116.29	05/05/21	\$ 15,985.59

EXHIBIT A

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
9	Martin Marietta	32035325	05/25/21	\$ 156,901.23
9	Means Law	623	03/31/21	\$ 36.50
9	Miller Wall Company	2	05/19/21	\$ 19,146.00
9	Norris Design	01-64708	03/31/21	\$ 3,280.00
9	Norris Design	01-65155	04/30/21	\$ 950.00
9	NU Style Landscape & Development	2	03/31/21	\$ 40,500.00
9	Omerta Storm Water Management	156882	03/11/21	\$ 5,915.85
9	Omerta Storm Water Management	157159	03/23/21	\$ 1,836.02
9	Omerta Storm Water Management	157262	03/29/21	\$ 589.00
9	Omerta Storm Water Management	157460	04/08/21	\$ 513.50
9	Page Specialty Company	33855	05/04/21	\$ 17,825.20
9	Page Specialty Company	155459	12/04/20	\$ 42,624.80
9	Premier Earthworks & Infrastructure	Ret Release	04/15/21	\$ 54,593.53
10	A.G. Wassenaar	333190	05/31/21	\$ 169.00
10	A.G. Wassenaar	335144	06/30/21	\$ 613.00
10	A.G. Wassenaar	335171	06/30/21	\$ 2,230.00
10	CMS Environmental Solutions	121242	07/01/21	\$ 595.00
10	CMS Environmental Solutions	122495	08/01/21	\$ 595.00
10	Harris Kocher Smith	180422.39	05/19/21	\$ 7,486.98
10	Harris Kocher Smith	180422.4	06/16/21	\$ 9,670.14
10	Harris Kocher Smith	180422.41	07/14/21	\$ 18,104.11
10	Harris Kocher Smith	190116.3	06/02/21	\$ 7,866.31
10	Harris Kocher Smith	190116.31	07/28/21	\$ 1,691.25
10	Norris Design	01-65802	06/30/21	\$ 4,670.00
10	Norris Design	01-66460	06/30/21	\$ 3,983.00
10	Premier Earthworks & Infrastructure	191025.15	07/14/21	\$ 57,123.61
10	Premier Earthworks & Infrastructure	Ret Release	07/14/21	\$ 684,880.44
11	A.G. Wassenaar	338239	08/31/21	\$ 3,542.50
11	A.G. Wassenaar	339717	09/30/21	\$ 1,048.00
11	Denver Water	1009520100	05/25/21	\$ 450.00
11	Harris Kocher Smith	180422.42	08/11/21	\$ 13,398.67
11	Harris Kocher Smith	180422.43	09/08/21	\$ 17,512.50
11	Norris Design	01-67085	07/31/21	\$ 1,220.00
11	Norris Design	01-67705	08/31/21	\$ 900.00
11	NU Style Landscape & Development	31680	09/01/20	\$ 118,467.90
11	NU Style Landscape & Development	318334	09/30/20	\$ 53,662.50
11	Stoney Creek Concrete	60851	07/09/21	\$ 1,140.00
12	A.G. Wassenaar	336377	07/31/21	\$ 1,270.00
12	A.G. Wassenaar	339747	09/30/21	\$ 868.00
12	A.G. Wassenaar	341234	10/31/21	\$ 939.00
12	A.G. Wassenaar	341293	10/31/21	\$ 1,192.50
12	Foster Graham	187305	10/21/21	\$ 9,643.50
12	Foster Graham	188472	11/17/21	\$ 3,783.50
12	Foster Graham	189646	12/15/21	\$ 6,789.50
12	Foster Graham	190403	01/13/22	\$ 1,456.50
12	Foster Graham	191956	02/23/22	\$ 65.00
12	Fox Rothschild LLP	165960	11/10/21	\$ 4,684.50
12	Hall Contracting	Pay App 1	12/17/21	\$ 278,935.11
12	Harris Kocher Smith	180422.44	10/06/21	\$ 24,900.00
12	Harris Kocher Smith	180422.45	11/03/21	\$ 25,785.00
12	Harris Kocher Smith	180422.46	12/01/21	\$ 20,676.56
12	Harris Kocher Smith	180422.47	12/29/21	\$ 9,302.50
12	Harris Kocher Smith	190116.32	02/09/22	\$ 752.50
12	Harris Kocher Smith	190116.33	02/09/22	\$ 13,860.00
12	Means Law	880	01/04/22	\$ 146.00
12	Norris Design	01-68325	09/30/21	\$ 4,512.50
12	Norris Design	01-68892	10/31/21	\$ 2,850.00
12	Norris Design	01-69712	11/30/21	\$ 2,541.95
12	Norris Design	01-69864	12/31/21	\$ 2,597.50
12	Norris Design	01-70282	12/31/21	\$ 920.00
12	Norris Design	01-70834	01/31/22	\$ 2,125.07
12	Premier Earthworks & Infrastructure	191025.16	07/20/21	\$ 67,066.69
12	Premier Earthworks & Infrastructure	TM22001-01	02/28/22	\$ 56,933.26
13	A.G. Wassenaar	34868	02/24/22	\$ 740.00
13	Foster Graham	194182	04/15/22	\$ 4,197.00

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
13	GRC Consulting, Inc.	10056	12/14/21	\$ 27,372.00
13	Hall Contracting	7315	04/07/22	\$ 31,505.00
13	Hall Contracting	S100-1020	04/14/22	\$ 41,728.42
13	Harris Kocher Smith	108422.48	01/26/22	\$ 22,612.50
13	Harris Kocher Smith	180422.49	02/23/22	\$ 23,344.63
13	Harris Kocher Smith	108422.5	03/23/22	\$ 20,661.11
13	Means Law	955	04/05/22	\$ 160.00
13	Norris Design	01-71230	02/28/22	\$ 220.00
13	Norris Design	01-71429	02/28/22	\$ 1,469.12
13	Norris Design	01-71916	03/31/22	\$ 320.00
13	Norris Design	01-72133	03/31/22	\$ 3,972.50
13	Norris Design	Interim Invoices	Reconciliation	\$ 30,668.75
13	Premier Earthworks & Infrastructure	TM22001-02	03/25/22	\$ 98,956.23
13	Studio Lightning Co.	269	09/11/21	\$ 450.00
13	Studio Lightning Co.	278	09/18/21	\$ 1,350.00
13	Studio Lightning Co.	284	11/01/21	\$ 1,800.00
13	Studio Lightning Co.	292	12/18/21	\$ 450.00
14	A.G. Wassenaar	353135	06/30/22	\$ 750.00
14	A.G. Wassenaar	351109	05/31/22	\$ 1,135.00
14	A.G. Wassenaar	351100	05/31/22	\$ 1,665.00
14	A.G. Wassenaar	351068	05/31/22	\$ 2,200.00
14	A.G. Wassenaar	349617	04/29/22	\$ 2,560.00
14	A.G. Wassenaar	348261	03/30/22	\$ 4,840.00
14	A.G. Wassenaar	342817	03/30/22	\$ 7,730.00
14	Altaira at High Point Townhome Association, Inc.	AHT-5002	05/11/22	\$ 903.08
14	Brothers Excavating LLC	16211	05/04/22	\$ 13,296.00
14	Brothers Excavating LLC	16547	07/07/22	\$ 13,420.00
14	Brothers Excavating LLC	16548	07/07/22	\$ 18,750.00
14	Brothers Excavating LLC	16210	05/04/22	\$ 19,944.00
14	Brothers Excavating LLC	16358	06/01/22	\$ 37,260.00
14	Brothers Excavating LLC	16492	06/21/22	\$ 59,035.50
14	Colorado Barricade Co.	497210-001	05/25/22	\$ 2,000.00
14	Colorado Barricade Co.	497210-002	06/28/22	\$ 21,585.80
14	GRC Consulting, Inc.	11501	07/22/22	\$ 45,412.00
14	Hall Contracting	S100-1249	07/08/22	\$ 40,979.84
14	Harris Kocher Smith	190116.35	05/04/22	\$ 800.00
14	Harris Kocher Smith	190116.37	08/24/22	\$ 1,250.00
14	Harris Kocher Smith	190116.34	03/09/22	\$ 2,575.00
14	Harris Kocher Smith	180422.23	06/15/22	\$ 4,103.40
14	Harris Kocher Smith	180422.51	04/20/22	\$ 4,462.95
14	Harris Kocher Smith	180422.52	05/18/22	\$ 6,023.81
14	Harris Kocher Smith	180422.54	07/13/22	\$ 6,322.50
14	Harris Kocher Smith	190116.36	07/27/22	\$ 9,712.50
14	Martin Marietta	34399577	01/01/22	\$ 65,747.25
14	Marvel Concrete, Inc.	5077	08/02/22	\$ 8,760.00
14	Means Law	980	05/09/22	\$ 40.00
14	Means Law	1067	07/30/22	\$ 200.00
14	Norris Design	01-73295	05/31/22	\$ 550.00
14	Norris Design	01-74055	06/30/22	\$ 752.50
14	Norris Design	01-72720	04/30/22	\$ 2,560.00
15	A.G. Wassenaar	354355	07/29/22	\$ 1,045.00
15	A.G. Wassenaar	356957	09/30/22	\$ 2,940.00
15	A.G. Wassenaar	356959	09/30/22	\$ 3,385.00
15	A.G. Wassenaar	356960	09/30/22	\$ 1,450.00
15	Altaira at High Point Townhome Association, Inc.	AHT-5003	09/08/22	\$ 243.26
15	Altaira at High Point Townhome Association, Inc.	AHT-5004	11/08/22	\$ 172.81
15	Altaira at High Point Townhome Association, Inc.	20221122	11/22/22	\$ 12,000.00
15	Brothers Excavating LLC	16804	08/29/22	\$ 23,316.00
15	Brothers Excavating LLC	16805	08/29/22	\$ 25,656.00
15	Brothers Excavating LLC	16807	08/29/22	\$ 22,296.00
15	Brothers Excavating LLC	16893	09/13/22	\$ 48,756.00
15	Brothers Excavating LLC	16894	09/13/22	\$ 19,560.00
15	Brothers Excavating LLC	16895	09/13/22	\$ 26,892.00
15	Brothers Excavating LLC	16924	09/26/22	\$ 26,922.00
15	Brothers Excavating LLC	16925	09/26/22	\$ 17,948.00

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
15	Brothers Excavating LLC	16926	09/26/22	\$ 26,922.00
15	Brothers Excavating LLC	17073	10/24/22	\$ 38,270.00
15	Brothers Excavating LLC	17074	10/24/22	\$ 27,868.00
15	Brothers Excavating LLC	17075	10/24/22	\$ 24,875.00
15	Brothers Excavating LLC	17081	10/31/22	\$ 37,585.00
15	Brothers Excavating LLC	17140	11/14/22	\$ 29,856.00
15	Brothers Excavating LLC	17259	12/13/22	\$ 19,504.00
15	Brothers Excavating LLC	17260	12/13/22	\$ 24,380.00
15	EMK Consultants	64726	11/17/22	\$ 11,550.00
15	Foster Graham	195535	05/24/22	\$ 5,708.75
15	Foster Graham	200551	10/11/22	\$ 1,917.00
15	Foster Graham	201365	11/01/22	\$ 302.50
15	Foster Graham	201366	11/01/22	\$ 402.50
15	Foster Graham	202435	12/02/22	\$ 65.00
15	Fox Rothschild LLP	2804559	08/11/21	\$ 3,240.00
15	Fox Rothschild LLP	2874042	12/07/21	\$ 2,700.00
15	Fox Rothschild LLP	3036719	09/15/22	\$ 302.50
15	Hall Contracting	S100-1474	09/26/22	\$ 74,432.61
15	Hall Contracting	S100-1696	11/29/22	\$ 321,386.24
15	Hall Contracting	S100-1762	12/16/22	\$ 170,209.66
15	Harris Kocher Smith	180422.55	08/10/22	\$ 3,017.15
15	Harris Kocher Smith	180422.56	09/07/22	\$ 755.01
15	Harris Kocher Smith	180422.57	10/05/22	\$ 2,620.00
15	Harris Kocher Smith	180422.58	11/02/22	\$ 6,178.60
15	Harris Kocher Smith	180422.59	11/30/22	\$ 3,475.00
15	Means Law	1009	06/02/22	\$ 160.00
15	Means Law	1038	06/30/22	\$ 40.00
15	Means Law	1101	08/31/22	\$ 200.00
15	Norris Design	01-75604	08/31/22	\$ 2,996.25
15	Norris Design	01-76244	09/30/22	\$ 926.25
15	Norris Design	01-76979	10/31/22	\$ 2,419.15
15	Norris Design	01-77611	11/30/22	\$ 1,511.25
15	Norris Design	01-76104	09/30/22	\$ 230.00
15	Norris Design	01-77046	10/31/22	\$ 2,357.00
15	Norris Design	01-77498	11/30/22	\$ 575.00
15	Premier Earthworks & Infrastructure	Pay App 3	05/20/22	\$ 50,845.80
16	A.G. Wassenaar, Inc.	INV003112	01/30/23	\$ 6,015.00
16	A.G. Wassenaar, Inc.	INV003113	01/30/23	\$ 1,905.00
16	Altaira at High Point Townhome Association, Inc.	20230207	02/07/23	\$ 7,000.00
16	Brothers Excavating LLC	17319	12/28/22	\$ 40,158.00
16	Brothers Excavating LLC	17392	01/09/23	\$ 23,416.00
16	Brothers Excavating LLC	17393	01/09/23	\$ 20,984.00
16	Brothers Excavating LLC	17406	01/17/23	\$ 22,540.00
16	Brothers Excavating LLC	17407	01/17/23	\$ 32,310.00
16	Brothers Excavating LLC	17549	02/20/23	\$ 34,140.00
16	Brothers Excavating LLC	17550	02/20/23	\$ 26,850.00
16	CDPHE	WC231128002	07/29/22	\$ 540.00
16	Colorado Barricade Co.	497210-003	09/23/22	\$ 9,140.04
16	DaVinci Sign	16708	01/03/23	\$ 31,307.08
16	GRC Consulting, Inc.	12411	11/03/22	\$ 46,478.00
16	Hall Contracting	S100-1533	10/24/22	\$ 23,962.36
16	Harris Kocher Smith	180422.61	12/28/22	\$ 5,710.00
16	Harris Kocher Smith	180422.62	01/25/23	\$ 1,829.13
16	Harris Kocher Smith	190166.38	01/11/23	\$ 32,252.50
16	Harris Kocher Smith	190166.39	02/08/23	\$ 6,625.00
16	Martin Marietta	37794290	12/19/22	\$ 1,750.00
16	Marvel Concrete, Inc.	1025	01/16/23	\$ 2,615.00
16	Means Law Group, LLC	1218	12/30/22	\$ 40.00
16	Norris Design	01-78232	12/31/22	\$ 1,958.75
16	Norris Design	01-79239	01/31/23	\$ 2,753.75
16	Norris Design	01-78212	12/31/22	\$ 885.00
16	Norris Design	01-78878	01/31/23	\$ 286.25
17	A.G. Wassenaar, Inc.	348250	03/30/22	\$ 1,530.00
17	A.G. Wassenaar, Inc.	356933	09/30/22	\$ 3,100.00
17	A.G. Wassenaar, Inc.	INV001232	11/30/22	\$ 800.00

COSTS

VER NO	VENDOR	INV NO	INV DATE	INV AMT
17	A.G. Wassenaar, Inc.	INV003981	02/24/23	\$ 2,980.00
17	Altaira at High Point Townhome Association, Inc.	AHT-5004	03/30/23	\$ 412.23
17	Brothers Excavating LLC	17581	02/28/23	\$ 21,460.00
17	Brothers Excavating LLC	17582	02/28/23	\$ 21,460.00
17	Brothers Excavating LLC	17759	03/28/23	\$ 32,346.00
17	DaVinci Sign	16989	02/09/23	\$ 11,569.47
17	GRC Consulting, Inc.	13299	03/27/23	\$ 26,604.00
17	Harris Kocher Smith	180422.62	02/22/23	\$ 10,240.00
17	Harris Kocher Smith	180422.63	03/22/23	\$ 2,845.00
17	Harris Kocher Smith	180422.64	04/19/23	\$ 1,350.00
17	Harris Kocher Smith	190116.4	03/08/23	\$ 16,090.00
17	Harris Kocher Smith	190116.41	04/05/23	\$ 11,090.00
17	Means Law Group, LLC	1267	02/28/23	\$ 120.00
17	Norris Design	01-79793	02/28/23	\$ 1,368.00
17	Norris Design	01-80655	03/31/23	\$ 1,076.25
17	Norris Design	01-50992	04/30/19	\$ 30,746.00
18	A.G. Wassenaar	INV002602	12/30/22	\$ 1,855.00
18	A.G. Wassenaar	INV005266	03/31/23	\$ 555.00
18	A.G. Wassenaar	INV005272	03/31/23	\$ 1,645.00
18	A.G. Wassenaar	INV005273	03/31/23	\$ 1,725.00
18	A.G. Wassenaar	INV006505	04/30/23	\$ 4,085.00
18	Brothers Excavating LLC	17947	04/26/23	\$ 50,622.00
18	Brothers Excavating LLC	17948	04/26/23	\$ 31,674.00
18	Brothers Excavating LLC	18096	05/22/23	\$ 43,905.00
18	Brothers Excavating LLC	18097	05/22/23	\$ 52,686.00
18	CMS Environmental Solutions	151961	06/01/23	\$ 625.00
18	EMK Consultants	65837	06/08/23	\$ 6,000.00
18	Harris Kocher Smith	180422.65	05/17/23	\$ 3,162.47
18	Harris Kocher Smith	190116.42	05/03/23	\$ 5,665.00
18	Harris Kocher Smith	190116.43	05/31/23	\$ 16,810.00
18	Norris Design	01-81372	04/30/23	\$ 3,892.50
18	Norris Design	01-80968	04/30/23	\$ 262.50
18	Norris Design	01-81654	05/31/23	\$ 287.50
	Total Costs Reviewed Verification Nos.		1 - 18	\$ 13,994,212.52
	Total Costs Reviewed Verification No.		1	\$ 2,250,741.24
	Total Costs Reviewed Verification No.		2	\$ 531,763.05
	Total Costs Reviewed Verification No.		3	\$ 709,646.59
	Total Costs Reviewed Verification No.		4	\$ 1,174,458.29
	Total Costs Reviewed Verification No.		5	\$ 646,056.97
	Total Costs Reviewed Verification No.		6	\$ 784,762.19
	Total Costs Reviewed Verification No.		7	\$ 3,119,027.93
	Total Costs Reviewed Verification No.		8	\$ 148,452.26
	Total Costs Reviewed Verification No.		9	\$ 415,923.98
	Total Costs Reviewed Verification No.		10	\$ 799,677.84
	Total Costs Reviewed Verification No.		11	\$ 211,342.07
	Total Costs Reviewed Verification No.		12	\$ 544,596.64
	Total Costs Reviewed Verification No.		13	\$ 311,977.26
	Total Costs Reviewed Verification No.		14	\$ 407,326.13
	Total Costs Reviewed Verification No.		15	\$ 1,132,365.29
	Total Costs Reviewed Verification No.		16	\$ 383,450.86
	Total Costs Reviewed Verification No.		17	\$ 197,186.95
	Total Costs Reviewed Verification No.		18	\$ 225,456.97

FACILITIES ACQUISITION AGREEMENT

This **FACILITIES ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of July, 2023 (“**Effective Date**”), by and between COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “**District**”) and SKY CITY CORPORATION, a Colorado corporation (the “**Buyer**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Buyer entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated December 19, 2022, as amended from time to time (“**PSA**”), with **ACM HIGH POINT VI A LLC**, a Delaware limited liability company, an affiliate of ACM High Point VI LLC (collectively, 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 and County**”), State of 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 the District.

C. Pursuant to the authority granted to the District by its Service Plan, as approved by the City and County on or about August 14, 2006, as it may be amended from time to time (the “**Service Plan**”), the District is 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 District’s boundaries and/or service area.

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

E. The District does not currently have sufficient monies available to construct and/or acquire the Improvements.

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

G. The District is 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 Denver High Point at DIA Metropolitan District (“**DHP**” and, with the District, the “**Districts**”) acts as the “**Managing District**” for the District and is responsible for coordinating the financing, construction and operation and maintenance of the District Improvements for the District and certain other metropolitan districts within its service area.

H. The District, Seller and DHP have entered into that certain Capital Funding and Reimbursement Agreement dated on or about July 20, 2017 (as it has been and may be amended

from time to time, the “**CFRA**”), pursuant to which DHP 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 DHP for such Construction Related Expenses or expends monies on Construction Related Expenses for District Improvements to be acquired by DHP, the District, City and County or other local government entity, DHP agreed to reimburse the Seller for such Construction Related Expenses, as provided therein.

I. 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 District arising from the Construction Related Expenses incurred by Buyer (the “**District Reimbursement Rights**”).

J. District 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 and County 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 and in use by the District, if applicable, and substantially in accordance with (and only to the extent set forth in) the City and County approved plans (the “**Plans**”). If the District 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 and County’s rights to the District Improvements, transfer the completed District Improvements by special warranty bill of sale to the District, 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 District to Buyer; and (ii) District Reimbursement Rights shall remain the property of 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 the District, if any, and after initial acceptance by the City and County, 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 District 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 District 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 District 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 of completion of any District Improvements by the District or applicable "Governmental Authorities" (as such term is defined in the PSA), Buyer shall provide the District with non-exclusive assignments of warranty from all contractors that have completed the District Improvements. Upon receipt of such assignments, the 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 District at the time of or prior to the transfer of the District Improvements to the City and County 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 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 the District, an executed Bill of Sale conveying the District Improvements to the 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 the Seller and the District, 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 the 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 District shall acquire any District Improvements not being acquired by the City or other local government, upon the expiration of any applicable warranty period, upon receipt, review and approval by the 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.

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

(a) The Buyer is a limited liability company 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.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Buyer to District 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 and County, District, 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 District: Colorado International Center Metropolitan
District No. 14
c/o McGeady Becher PC
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Buyer: Sky City Corporation
2698 South Federal Boulevard
Denver, CO 80219
Attention: Nhan Tran__
Telephone: 720-935-6426
E-mail: nhanforhomes@gmail.com

Copy To: Frascona, Joiner, Goodman and Greenstein, P.C.
Attn: Zachary A. Grey, Esq.
Boulder, CO 80305
Telephone: 303-494-3000
Email: zac@frascona.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.

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 District 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 District and the Buyer shall be for the sole and exclusive benefit of the District 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 County of Adams, 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 District or the Buyer unless the same is in writing and duly executed by the Parties hereto.

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. 14, a quasi-municipal
corporation and political subdivision of the State of
Colorado

By: _____
Andrew R. Klein, President

ATTEST:

_____, Secretary

BUYER:

SKY CITY CORPORATION,
a Colorado corporation

By: _____
Nhan Tran, President

By: _____
Andy Luong, Vice President

EXHIBIT A
PROPERTY

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 N89°32'04"E A DISTANCE OF 70.02 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 NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N00°49'25"E A DISTANCE OF 342.42 FEET; THENCE N89°34'06"E A DISTANCE OF 254.00 FEET; THENCE S00°49'25" W A DISTANCE OF 342.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID SOUTHERLY LINE, S89°32'04"W A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING.

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" 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.

THE ABOVE LEGAL DESCRIPTION PREPARED BY:
DENNIS PETER AND REVIEWED BY RICHARD A. NOBBE, PLS 23899,
FOR AND ON BEHALF OF: MARTIN/MARTIN, INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO 80215

EXHIBIT B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that SKY CITY CORPORATION, a Colorado corporation (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) to be paid by the District (as defined herein) in accordance with the terms of the Facilities Acquisition Agreement of even date herewith, 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 COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 E. 17th 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 July, 2023.

GRANTOR:

SKY CITY CORPORATION, a Colorado corporation

By: _____
Name: Nhan Tran
Its: President

By: _____
Name: Andy Luong
Its: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2023, by Nhan Tran, as President of SKY CITY CORPORATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of July, 2023, by Andy Luong, as Vice President of SKY CITY CORPORATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

Exhibit A
(District Improvements)

Project Description

Estimated/Actual Cost

FACILITIES ACQUISITION AGREEMENT

This **FACILITIES ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this 7th day of July, 2023 (“**Effective Date**”), by and between COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14, a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “**District**”) and HAWKEYE TOWER ROAD LODGING LLC, a Colorado limited liability company (the “**Buyer**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Buyer, as successor-in-interest to **HAWKEYE HOTELS, INC.**, an Iowa corporation, entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated July 26, 2022, as amended (“**PSA**”), with **ACM HIGH POINT VI B LLC**, a Delaware limited liability company, an affiliate of ACM High Point VI LLC (collectively, 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 and County**”), State of 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 the District.

C. Pursuant to the authority granted to the District by its Service Plan, as approved by the City and County on or about August 14, 2006, as it may be amended from time to time (the “**Service Plan**”), the District is 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 District’s boundaries and/or service area.

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

E. The District does not currently have sufficient monies available to construct and/or acquire the Improvements.

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

G. The District is a party to that certain Facilities Funding, Construction and Operations Agreement dated June 28, 2007, as amended by that certain First Amendment to Facilities Funding, Construction and Operations Agreement dated October 29, 2009 (as further amended from time to time, the “**Master IGA**”) whereby Denver High Point at DIA Metropolitan District (“**DHP**” and, with the District, the “**Districts**”) acts as the “**Managing District**” for the District and is responsible for coordinating the financing, construction and operation and maintenance of the District Improvements for the District and certain other metropolitan districts within its service area.

H. The District and DHP have entered into that certain Capital Funding and Reimbursement Agreement dated on or about July 20, 2017 (as it has been and may be amended from time to time, the “CFRA”), pursuant to which DHP 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 DHP for such Construction Related Expenses or expends monies on Construction Related Expenses for District Improvements to be acquired by DHP, the District, City and County or other local government entity, DHP agreed to reimburse the Seller for such Construction Related Expenses, as provided therein.

I. 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 District arising from the Construction Related Expenses incurred by Buyer (the “**District Reimbursement Rights**”).

J. District 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 and County 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. To the extent the Buyer constructs the District Improvements, Buyer agrees to do so substantially in accordance with (and only to the extent set forth in) the City and County approved plans (the “**Plans**”).

2. Transfer of Completed District Improvements. Upon completion of District Improvements by Buyer or a third party, Buyer shall, subject to the City and County’s rights to the District Improvements, transfer the completed District Improvements by special warranty bill of sale to the District, 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 District 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 use commercially reasonable efforts so that each construction contract for all or any portion of the District Improvements, provides 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 the District, if any, and after initial acceptance by the City and County, 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 District 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 District 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 District 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 of completion of any District Improvements by the District or applicable "Governmental Authorities" (as such term is defined in the PSA), Buyer shall provide the District with non-exclusive assignments of warranty from all contractors that have completed the District Improvements. Upon receipt of such assignments, the 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 District at the time of or prior to the transfer of the District Improvements to the City and County 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 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 the District, an executed Bill of Sale conveying the District Improvements to the 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 District, 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 District shall acquire any District Improvements not being acquired by the City or other local government, upon the expiration of any applicable warranty period, upon receipt, review and approval by the 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.

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

(a) The Buyer is a limited liability company 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 District 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 and County, District, 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 District: Colorado International Center Metropolitan
District No. 14
c/o McGeady Becher PC
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: 303-592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Buyer: Hawkeye Tower Road Lodging LLC
2706 James Street
Coralville, Iowa 52241
Attention: Samir Patel
Telephone: (319) 752-7400, Ext. 1028
E-mail: Samir.patel@hawkeyehotels.com

With A Copy To:

Amin Law Offices, LTD
1900 E. Gold Road, Suite 1120
Schaumburg, IL 60173
Attention: Jayal Amin, Esq.
Telephone: _____
E-mail: jl@aminesq.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.

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 District 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 District and the Buyer shall be for the sole and exclusive benefit of the District 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 County of Adams, 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 District or the Buyer unless the same is in writing and duly executed by the Parties hereto.


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. 14, a quasi-municipal
corporation and political subdivision of the State of
Colorado

By: 
_____ [Andrew R. Kay], President

ATTEST:


_____ [Otis C. Mault], Secretary
Asst.

BUYER:

HAWKEYE TOWER ROAD LODGING LLC,
a Colorado limited liability company

By: ***SIGNED IN COUNTERPART***
_____ Balvant Patel, Principal

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. 14, a quasi-municipal
corporation and political subdivision of the State of
Colorado

SIGNED IN COUNTERPART

By: _____
[], President

ATTEST:

[], Secretary

BUYER:

HAWKEYE TOWER ROAD LODGING LLC,
a Colorado limited liability company

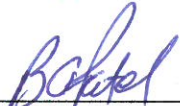
By:  _____
Balvant Patel, Principal

EXHIBIT A
PROPERTY

LOT 1, BLOCK 1, HIGH POINT SUBDIVISION FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT B

Form of Bill of Sale

KNOW ALL BY THESE PRESENTS that _____, a _____ (“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. 17th 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:

_____, a

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