

CONSOLIDATION RESOLUTION

WHEREAS, the Ebert Metropolitan District (“**Ebert**”) and the Town Center Metropolitan District (“**Town Center**” and together with Ebert, the “**Districts**” each individually, a “**District**”) are Colorado special districts organized and operating pursuant to Article 1 of Title 32, C.R.S (the “**Act**”) and located in the City and County of Denver; are contiguous; operate and maintain certain public facilities and improvements within the Districts; and have discussed consolidating all administrative, operational and management functions of the Districts into a single consolidated district (the “**Consolidated District**”), which will thereafter operate and maintain certain public facilities and improvements to benefit all users in the Districts pursuant to the terms of a consolidation agreement as described below; and

WHEREAS, in accordance with Part 6 of Article 1, Title 32, C.R.S (“**Part 6**”), the Districts may consolidate into a single consolidated district, which thereafter may exercise all of the rights, powers and authorities granted to metropolitan districts pursuant to the Act, except for fire services, and which consolidated district may own, operate, maintain and manage the property, facilities, assets and liabilities, of the consolidated district; and

WHEREAS, in accordance with Part 6, a consolidated district may be bound by a consolidation agreement entered into between the consolidating districts that establishes specific terms and conditions of consolidation; and

WHEREAS, the consolidation of the Districts (including existing subdistricts) into a single consolidated district with subdistricts, subject to the terms and conditions of the Consolidation Agreement in the form attached hereto as **Exhibit A** and incorporated herein by reference (the “**Consolidation Agreement**”), will result in more efficient and economic operations and furnish substantially the same services to users within the Districts, will serve a beneficial public purpose, and will be in the best interests of the inhabitants of each District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Town Center Metropolitan District that:

1. The Districts are so situated that the Districts can be managed and operated efficiently and economically as the Consolidated District, and the public health, safety, prosperity and general welfare of the inhabitants of each District will be well served by the consolidation of the Districts.
2. The name of the Consolidated District shall be Ebert Metropolitan District.
3. The boundaries of the Consolidated District shall include all areas included within the jurisdictional boundaries of each District as of the date of the court order consolidating the Districts, and the Consolidated District shall provide all services and facilities and have all powers and authorities of or exercisable by the Districts, except as otherwise set forth in the Consolidation Agreement.
4. The Board of Directors of the Consolidated District (the “**Consolidated Board**”) shall have five (5) directors and be established and appointed in accordance with the terms and conditions set forth in the Consolidation Agreement.

5. The consolidation of the Districts shall be governed, and the Consolidated District shall be bound, by the terms and conditions set forth in the Consolidation Agreement and as further required by the Consolidation Order ultimately issued by the Denver District Court.

6. As a prerequisite condition to the filing of this Consolidation Resolution with the Denver District Court and the continuation of these consolidation proceedings pursuant to Part 6, Ebert shall (i) approve and execute the Consolidation Agreement in substantially the form attached hereto, and (ii) approve and execute a Concurring Resolution, to the extent not already approved and executed. If Ebert does not approve the Consolidation Agreement as approved by Town Center or fail to enact a Concurring Resolution on or before January 17, 2025, this consolidation proceeding shall terminate unless Town Center and Ebert agree on a later date for completion of the above steps.

7. Upon Town Center's submittal to Ebert of a duly executed Consolidation Agreement with all precedent conditions met or future performance addressed and a duly executed Concurring Resolution, the officers of Ebert and its attorney are hereby authorized to submit this Consolidation Resolution and the Ebert Concurring Resolution to the Denver District Court and proceed with the consolidation of the Districts in accordance with the provisions of Part 6 and the terms of the Consolidation Agreement, and to take such other actions and to do all things necessary to complete the consolidation proceedings, including conducting an election as required by the Act, all as may be mutually agreed by Ebert and Town Center.

ADOPTED this 8th day of January, 2025, by the Board of Directors of Town Center Metropolitan District.

TOWN CENTER METROPOLITAN DISTRICT

Brandon Wyszynski

Brandon Wyszynski, President

Attest:

P. Joseph Knopinski

Assistant Secretary

Exhibit A to Consolidation Resolution and Exhibit C to Motion

(Consolidation Agreement)

CONSOLIDATION AGREEMENT

This CONSOLIDATION AGREEMENT (this “**Agreement**”) is made and entered into as of the 15th day of January, 2025 between the EBERT METROPOLITAN DISTRICT (“**Ebert**”) and the TOWN CENTER METROPOLITAN DISTRICT (“**TCMD**,” and together with Ebert, the “**Districts**”), each being a special district, quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver, organized pursuant to the provisions of the Special District Act, Article 1 of Title 32, C.R.S. (the “**Act**”).

RECITALS

WHEREAS, Ebert is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**Ebert Service Plan**”)¹, for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, TCMD is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**TCMD Service Plan**”)², for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, Town Center Metropolitan Subdistrict No. 1 (“**TCSD1**”), Town Center Metropolitan Subdistrict No. 2 (“**TCSD2**”), Town Center Metropolitan Subdistrict No. 3 (“**TCSD3**”), Town Center Metropolitan Subdistrict No. 4 (“**TCSD4**”), and Town Center Metropolitan Subdistrict No. 5 (“**TCSD5**,” and together with TCSD1, TCSD2, TCSD3, and TCSD4, the “**Subdistricts**,” or individually, a “**Subdistrict**”) were organized by TCMD and operate pursuant to Section 32-1-1101(1)(f) to fix different rates of levy for property tax purposes against all the taxable property within such Subdistricts according to the services, programs, and facilities furnished or to be furnished within each Subdistrict; and

WHEREAS, the Districts furnish and are authorized to furnish the same services; and

WHEREAS, the Districts believe they are so situated that they may be operated more effectively and economically as one consolidated district (the “**Consolidated District**”); and

WHEREAS, the Districts believe that the public health, safety, prosperity, and general welfare of their inhabitants will be better served by consolidation into the Consolidated District; and

¹ Ebert’s Service Plan was approved in May 1983, as the Service Plan for First Creek Metropolitan District. This Service Plan was amended in a nonmaterial manner on August 6, 2024, giving Ebert the authority to provide covenant control and design review services within its boundaries.

² TCMD’s Service Plan was approved in May 1983, as the Service Plan for Town Center Metropolitan District. This Service Plan was amended in a nonmaterial manner on October 9, 2002, giving TCMD the authority to provide covenant control and design review services.

WHEREAS, the Districts desire to create a plan for consolidation, which shall include provisions regarding: (a) the approval of any financial obligations; (b) the application of differential mill levies within the Subdistricts; (c) the areas included within the Consolidated District; and (d) the continuation of services, and the funding thereof throughout the Districts and Subdistricts; and

WHEREAS, the consolidation will result in the transfer of assets with a December 2023 value as described in the TCMD audited financial statements of over \$35 million, including over \$2.2 million in cash, which value has been developed or acquired using a combination of tax revenues generated by properties within the Ebert Metropolitan District and financial and physical contributions of TCMD and the Developer since Ebert's organization; and

WHEREAS, the Districts desire to work cooperatively to take all actions necessary to cause a consolidation order of the court to be issued in accordance with Section 32-1-603(4), C.R.S., (the "**Court Order**").

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Districts agree as follows:

AGREEMENT

1. Purpose of Consolidation Agreement. The terms and conditions set forth in this Agreement are integral and necessary elements of the mutual agreement to consolidate the Districts and shall become part of and be incorporated into the Court Order. The approval and execution of this Agreement by each District are prerequisite conditions of proceeding with the consolidation of the Districts. If this Agreement is not approved and executed by both Districts, the consolidation proceedings shall be terminated immediately.

2. Purpose of Consolidation. The purpose of this consolidation is to incorporate all of the services furnished by each District, including the Subdistricts thereof, into a Consolidated District in accordance with the provisions of the Act. It is the intent of the Board of Directors of each District that (i) all operations, facilities, assets and liabilities (except as otherwise provided herein) of each District, including its Subdistricts, become the property of, and be operated and managed by and incorporated into the on-going operations, facilities, assets and liabilities of the Consolidated District and (ii) the combined operations, facilities, assets and liabilities of the Districts be operated and managed by the Consolidated District as a single integrated system with a common service area without differentiating between the former service boundary areas of the Districts, except as otherwise specified herein.

3. Timing of Consolidation. The Districts shall collaborate effectively and diligently to ensure the consolidation matters are finalized after the Election Date, but before the Consolidation Date. An election on the consolidation question will be scheduled for the May 6, 2025 election if possible,³ and all necessary preparations for the election will be performed

³ This Agreement must be executed and Consolidation Resolutions passed by both Districts prior to January 17, 2025 to allow the necessary statutory time requirements for obtaining a court order for a May 6, 2025 Consolidation Election.

concurrently with the requirements outlined in this Agreement. A majority affirmative vote at the Consolidation Election (“**Election Date**”) will prompt the Districts to secure a Court Order from the District Court shortly thereafter, and the Consolidation shall be effective as of the date of recording the Court Order (“**Consolidation Date**”). Ebert shall submit the Court Order for recording promptly after completion, to its reasonable satisfaction, of the conditions precedent as identified in Paragraph 8 herein.

4. Name of Consolidated District. The name of the Consolidated District shall be Ebert Metropolitan District. After consolidation and a resolution by the Consolidated District, the Subdistricts shall be known as Ebert Subdistrict No. 1, Ebert Subdistrict No. 2, Ebert Subdistrict No. 3, Ebert Subdistrict No. 4, and Ebert Subdistrict No. 5.

5. Services of Consolidated District. The Consolidated District shall inherit all rights, powers, and authorities granted by statute and service plans applicable to each of the individual Districts and Subdistricts, including any modifications to such service plans that have occurred since the original organization proceedings. The Consolidated District shall have the authority to continue providing all services previously offered by the individual Districts and Subdistricts within the territory of the Ebert Metropolitan District without significant change.

6. Coordinated Management during Fiscal Year 2025. At their respective July Board meetings, each District approved a Request for Proposal to select a District Manager who will serve both Districts until the consolidation is finalized by the Court Order. Upon the Court Order and finalization of the consolidation as anticipated by this Agreement, this District Manager will continue in a similar role for the Consolidated District. During 2025, various management functions might be performed by existing managers for the two Districts, with consolidation of all functions under one district manager to fully occur in 2026. The Districts agree to collaborate and take all necessary steps to ensure a seamless transition of management to the Consolidated District.

7. Unified Budgeting for Fiscal Year 2025. The Districts agree that funding for fiscal year 2025 will come from all tax revenues received by Ebert in 2025 plus tax revenues received by TCMD in 2025. The District Boards will coordinate on the preparation and approval of 2025 budgets for each District, including Subdistricts, with the TCMD board controlling expenditures through its budget until the Consolidation Date, and with the Ebert Board controlling expenditures through any and all budgets commencing as of the Consolidation Date.

8. Conditions Precedent to the Consolidation. The following tasks shall be completed prior to the Consolidation Date. If not completed by the time of the Districts’ request for the Court Order, any unfinished tasks will be addressed as appropriate by the Districts at that time with satisfactory completion of such tasks occurring before the Consolidation Date.

(a) TCMD Subdistrict Territories – TCSD2 and TCSD5. Prior to the full build out (“**Stabilization**”) of TCSD5, TCMD shall use its best efforts to ensure that the developer of residential properties within TCSD5 is advancing adequate funds for the operation and maintenance of TCSD5. From the Consolidation Date forward, the Consolidated District will oversee expenditures through 2025 attendant to the areas of TCSD2 and TCSD5 that are outside of the Ebert boundaries; provided, however, that prior to the Consolidation Date Ebert

has no obligation to manage portions of TCSD2 and TCSD5 that are located outside of Ebert's boundaries.

(b) Substantial Completion of Litigated Landscape Matters. The Districts have agreed in the MOU, as set forth herein, to stay litigation involving Ebert and/or TCMD owned and/or operated landscaping and structures ("**Common Property**"). The MOU requires certain levels of remedial work to cure the issues underlying the litigation. The remedial work has been partially completed, and with the passage of the TCMD 2025 Budget, further progress is expected in 2025. Paragraphs 6 and 10 of the MOU specify tasks that require a longer timeline than just the 2025 field season. Provided that sufficient progress has been made by TCMD on work described in paragraphs 6 and 10 of the MOU by the Consolidation Date, at its reasonable discretion Ebert will move to dismiss the litigation at that time.

(c) Removal of Developer Advance Line Items in TCMD 2025 Budget. The Developer Advance line items in TCMD's 2025 budget have been removed with Clayton Properties' ("**Developer**")'s consent except with respect to TCSD5. Developer advances for TCSD5 will not be budgeted in 2026 or thereafter by the Consolidated District.

(d) Termination of Services Agreement. The Districts agree that the Second Amended and Restated District Facilities Construction, Funding, and Service Agreement, executed on November 1, 2018, will be terminated effective on the Consolidation Date.

(i) TCMD hereby relinquishes any entitlement to Developer Advances under the Second Amended and Restated District Facilities Construction, Funding, and Service Agreement in 2025 or thereafter. Such advances have been identified as line items in TCMD budget documents prior to 2025, but no such line item has been included in TCMD's 2025 Budget.

(e) Completion of Unfinished Improvement Projects. TCMD shall complete work listed below or make other provisions for completion of the projects to Ebert's reasonable satisfaction:

(i) Use best efforts to work with the City of Aurora to restore, or ensure the restoration of, the premises affected by the Sewer Utility Easement granted by TCMD to the City of Aurora, dated September 12, 2022, and recorded in the real property records of the City and County of Denver on September 16, 2022, at Reception No. 2022121717. The restoration shall be in accordance with the terms outlined in the Sewer Utility Easement, which was executed to facilitate the installation of Aurora's sewer interceptor along the golf course, crossing Dunkirk Street, and continuing along 56th Avenue.

(ii) Use best efforts to cause Developer to remediate any potential drainage issues in Filing 45 that requires drainage control earthwork to be compliant with approved plans (south side of 12th hole and south side of 13th hole). This earthwork must be completed per the required process of the City of Denver.

(iii) TCMD will grade the seed area with plans to install landscape beds in the future at the corner of Piccadilly & 56th Ave.

(f) Transfer of Assets. Real estate interests, water, and mineral rights shall be conveyed by special warranty deed to Ebert after the Consolidation has been approved by all applicable eligible electors but prior to the Consolidation Date. TCMD shall provide title commitments for such real properties. Personal property assets such as wells, pumps, piping, and similar items of personal property shall be conveyed by bill(s) of sale. As of the Election Date, to the extent any properties are still owned by the Developer, TCMD will use its best efforts to ensure that the Developer transfer such properties to the Consolidated District before the Consolidation Date.

(i) Transfer of real property in Fairway Villas—the Lodge, the Clubhouse, pickleball courts, bocce ball courts, community gardens, and parking lots.

(ii) Transfer of applicable Common Properties within Ebert boundaries.

(iii) Transfer of any and all developer TCMD Director parcel(s) located within Ebert boundaries.

(iv) Transfer of rights of way and easements associated with the Enclave/TCSD3.

(v) Transfer of golf course and related properties.

(vi) To the extent in the possession or control of TCMD or its agents, contractors, affiliates, or representatives, transfer of plans, reports, drawings, as-builts, and other information associated with infrastructure for properties that have not been dedicated to the City of Denver and would thereby be available as public records. TCMD will use its best efforts to ensure that Developer delivers similar documents in its possession to the Consolidated District.

(g) Transfer Fees. All transfer fees described in the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North and currently collected by TCMD shall not be assigned to Ebert. Responsibility for collection of such fees shall instead be transferred by TCMD to a collection agent (“**Collection Agent**”) identified by the Developer, who shall assume responsibility for the collection effective immediately following the entry of the Court Order and who shall then distribute the Transfer Fees according to Paragraph 7 of the Declaration of Covenants.

(h) Assignment of Contractual Commitments. TCMD is contractually liable to various entities and local governments for the provision of services and other matters. Each existing contract shall be reviewed and accepted by Ebert by assignment. It is anticipated that such contractual commitments will be met for 2025 through TCMD’s 2025 budget, and might be met by Ebert in 2026 and thereafter only to the extent that such contractual commitments are accepted by Ebert and incorporated into its annual budgets.

(i) Contractual Reimbursements. TCMD has provided Ebert a list of potential cost share reimbursements from other entities for capital projects either completed or under construction, which will be assigned to Ebert (subject to negotiation before the transfer of other assets). These reimbursements are specific to TCMD, do not include reimbursements to

the Developer, and include \$310,000 for a traffic signal located at Tower Road and Maxwell, \$54,000 for bike lanes from 55th Ave. to 56th Ave., \$52,000 for bike lanes from 52nd Ave. to Elmendorf St., and 25% of Aurora’s costs to construct the 38th Ave. 3rd Phase from Odessa to Piccadilly pursuant to the 2007 IGA between the City and County of Denver and City of Aurora.

9. Boundaries of Consolidated District. The area to be included within the boundaries of the Consolidated District shall be the current territory of Ebert, including properties owned by TCMD. The Consolidated District will lie entirely within the boundaries of the City and County of Denver, Colorado. A map of the area included within the Consolidated District boundaries is attached hereto as **Exhibit A**, and incorporated herein by this reference.

10. Board of Consolidated District. The Board of Directors of the Consolidated District (the “**Consolidated Board**”) shall have five (5) members. The first Consolidated Board shall be appointed by the organizational board of directors (the “**Organizational Board**”) in accordance with the Act and shall be composed of the current members of the Ebert Board of Directors who serve as directors as of the date of the Court Order. The Organizational Board shall establish the terms of office for the members of the Consolidated Board in accordance with Section 32-1-603(2)(b), C.R.S. and terms of the Ebert Board in effect as of the date of the Court Order. If there is a vacancy for any reason among the directors designated herein for the Consolidated Board, the Organizational Board shall appoint any elector of the Consolidated District to fill such vacancy. Pursuant to Section 32-1-1101(1)(f)(III), C.R.S., the Board of the Consolidated District shall serve as the *ex officio* board of directors of each Subdistrict.

11. Consolidated District Service Plan. The Districts hereby recognize that the Consolidated District does not need separate approval of a service plan by the City and County of Denver in accordance with the provisions of Part 2, Article 1, Title 32. The Districts hereby agree that the Ebert Service Plan and TCMD Service Plan shall be read together to constitute the service plan of the Consolidated District. To the extent any discrepancies exist between the service plans, the service plan with the more enabling or permissive language shall govern.

12. Consolidation Election. The consolidation election shall be conducted on May 6, 2025 by a Designated Election Official of Ebert’s choosing across all territories of the Consolidated District, unless otherwise ordered by the Denver District Court (the “**Court**”). If the consolidation is approved by the eligible electors of each District, the Organizational Board of the Consolidated District shall: (i) appoint the Consolidated Board in accordance with Section 10 of this Agreement; and (ii) request the Court to issue the Court Order in compliance with this Agreement and the Act. The consolidation will take effect on the date the Court Order is recorded as provided in Paragraph 3 herein, unless otherwise determined by the Court. If the consolidation is not approved by the electors of each District, this Agreement and the consolidation proceedings will be terminated. Representatives of the Districts shall continue to meet in good faith to effect a transition to resident control of the Ebert District for budget year 2026.

13. TCMD Subdistricts. TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 shall remain as subdistricts of the Consolidated District, each continuing to impose the mill levy each is authorized to impose as of the Consolidation Date. It is the intent of the Districts that TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 will continue all services currently provided by each

subdistrict to continue through 2025 without material change, and thereafter in the discretion of the Ebert Board. The Consolidated District (Ebert) shall have no obligation after December 31, 2025 to subsidize the continuation of services or operations and maintenance within TCSD2 and TCSD5 with tax revenues other than tax revenues raised from properties within TCSD2 and TCSD5.

14. Indebtedness. TCMD warrants that neither TCMD nor any of its Subdistricts have bonded indebtedness as of the date of this Agreement. TCMD warrants that neither TCMD nor any of the Subdistricts will incur any debt prior to consolidation. Ebert does have continuing bonded indebtedness that will be paid after the consolidation in accordance with the repayment schedule currently in force, or as an authorized refunding of such debt occurs. Voter approval of the consolidation shall constitute approval of the continued repayment of Ebert debt by the Consolidated District.

15. Mill Levies. TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 provide services to residents not generally received by all taxpayers and property owners within TCMD or Ebert. Accordingly, TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 each impose a mill levy for general operating expenses in addition to mill levies imposed by Ebert. For 2025, mill levies in each Subdistrict will be certified by TCMD and the Subdistricts, and administered by TCMD until the Consolidation Date. After the Consolidation Date, Ebert will administer services funded by the respective mill levies so that each Subdistrict can continue providing the same level of services within their respective boundaries through 2025. Thereafter, the Consolidated Board acting as the *ex officio* board of each Subdistrict will be responsible for determining the mill levies to be imposed in each Subdistrict as part of the annual budgeting process.

16. Contracts of Consolidated District. Pursuant to Section 32-1-607, C.R.S., the Consolidated District shall, by operation of law, be the successor and assignee of all interests, rights and obligations in, to and under all contracts and agreements of each District, including but not limited to all intergovernmental service agreements; construction, purchase, service and operational contracts; cost recovery and tap fee agreements; property, banking and investment agreements; and all other contracts and agreements of every kind and nature (collectively, the “**Contracts**”). A list of the Contracts is attached hereto as **Exhibit B**, and incorporated herein by this reference.

17. Assets of the Districts. Pursuant to Section 32-1-607(2), C.R.S., the Consolidated District shall immediately assume ownership of, and be entitled to receive, hold, sue for, and collect all funds, taxes, levies, assessments, fees, charges, and any property or assets, including but not limited to operational reserves, cash assets, capital reserves, real property, water rights, personal property, and appurtenances of any kind owned, leased, claimed by, or due to each District (collectively, the “**Assets**”) except the Transfer Fees which shall be handled as addressed in Section 8(g) above. A complete list of the Assets is attached hereto as **Exhibit C**, and incorporated herein by this reference. The Consolidated District shall properly document the change in ownership, contractual obligations referenced herein, and notify all relevant parties of its succession.

18. Continued Existence of the Districts. The Court Order shall expressly state that the Districts shall continue to exist, up to the Consolidation Date, as corporate entities for the

purpose of carrying out such tasks and matters that are to occur pursuant to this Agreement, including the adoption of any budgets. Should any matters arise that require “winding up” actions or efforts on the part of any Districts or Subdistricts to fulfill the intentions of this Agreement, the Consolidated District is hereby authorized and obligated to take such actions, make such efforts, and execute such documents as may be necessary and reasonable to accomplish the same.

19. Memorandum of Understanding between the Districts. The Districts have agreed upon a Memorandum of Understanding (the “**MOU**”) attached hereto as **Exhibit D**, and incorporated herein by this reference to stay litigation involving the state of landscaping and structures on the Common Property. The MOU requires certain levels of remedial work to cure the issues underlying the litigation. The remedial work must be substantially completed to Ebert’s satisfaction prior to transfer of Contracts and Assets under this Agreement. The proposed Court Order submitted to the District Court following a successful election result shall only be submitted by Ebert after TCMD has completed the remedial work as anticipated by the terms of the MOU, with the exception of certain tasks described paragraphs 6 and 10 of the MOU, which require multiple months or years to appropriately implement. Upon completion of the MOU tasks to the reasonable satisfaction of the Ebert Board, Ebert shall file an Unopposed Motion to Dismiss the pending action under Case No. 23CV32212, provided that sufficient progress has been made by TCMD on paragraphs 6 and 10 of the MOU by the Consolidation Date.⁴

20. 2025 Budget. As of the date of this Agreement the Ebert Board will have active involvement and approval authority of the TCMD 2025 budget, and will administer expenditures from the TCMD budget in 2025 after the Consolidation Date.

21. Effective Date. This Agreement shall be in full force and effect and be legally binding upon each District at the time of execution of this Agreement by Ebert and TCMD. Such execution can coincide with adoption of Consolidation and Concurring resolutions by the respective District Boards. Each District agrees to execute, approve and adopt any and all agreements, instruments, documents, rules and resolutions necessary to give effect to the terms of this Agreement.

22. Default. In the event any District, at any time during the term of this Agreement, fails to perform or comply with any provision of this Agreement, the other District shall provide written notice specifying the particular default and a reasonable time period for rectifying such default, and the responsible District shall correct such default within such time period. If the responsible District fails to correct such default within such time period, the other District may take such reasonable action as it deems proper or necessary to correct such default, or it may terminate this Agreement. The responsible District shall reimburse the other District for any expense incurred in correcting or enforcing such default, including attorneys' fees. Waiver or failure to give notice of a particular default hereunder shall not be construed as a waiver of any continuing or subsequent default.

⁴ It is anticipated that Ebert can file a motion to dismiss the pending litigation at the time of the Consolidation Date unless the Districts agree on a mutually earlier time for dismissal of the pending litigation.

23. Termination. This Agreement may only be terminated by mutual written agreement of all Districts, provided, however, the Districts hereby agree that this Agreement shall automatically terminate in the event a majority of the electors voting in the Consolidation Election do not approve the consolidation ballot question.

24. Assignment. This Agreement shall not be assigned in whole or in part.

25. Amendment. This Agreement may be amended, from time to time, by agreement between the Districts. No amendment, modification or alteration of this Agreement shall be binding upon the Districts unless the same is in writing and approved by the Board of Directors of each District.

26. Waiver. No waiver by any District of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

27. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Districts at the addresses set forth below, or at such other address as any District may hereafter or from time to time designate by written notice to the other Districts given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the District to whom it is addressed on the third day after such notice is given.

Ebert: Ebert Metropolitan District
2370 Antelope Ridge Trail
Parker, Colorado 80138
Attn: Kurt Schlegel

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado, 80206
Attn: Evan Ela

TCMD: Town Center Metropolitan District
4908 Tower Road
Denver, Colorado 80249
Attn: President

with a copy to: Spencer Fane, LLP
1700 N Lincoln Street, Suite 2000
Denver, Colorado 80203
Attn: Lisa Mayers

28. Controlling Law and Venue. It is expressly understood and agreed by and between the Districts hereto that this Agreement shall be governed by and construed under the laws of the State of Colorado with no regard for choice of law analysis. The exclusive venue for any proceedings with regard to this Agreement shall be in the District Court of the City and County of Denver, Colorado.

29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

30. Entirety. This Agreement constitutes the entire agreement between the Districts concerning the subject matter herein, and all prior negotiations, representations, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement. No representation, warranty or certification, express or implied, shall exist between the Districts, except as expressly set forth herein.

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EXECUTED as of the date first written above.

EBERT METROPOLITAN DISTRICT

By  Bruce N. Shibles, President
C4347A21E82A47C...

Address: 20342 E. 52nd Avenue
Denver, CO 80249

Attest:

 Cynthia Barclae, Secretary
B1954C9A5F32478...

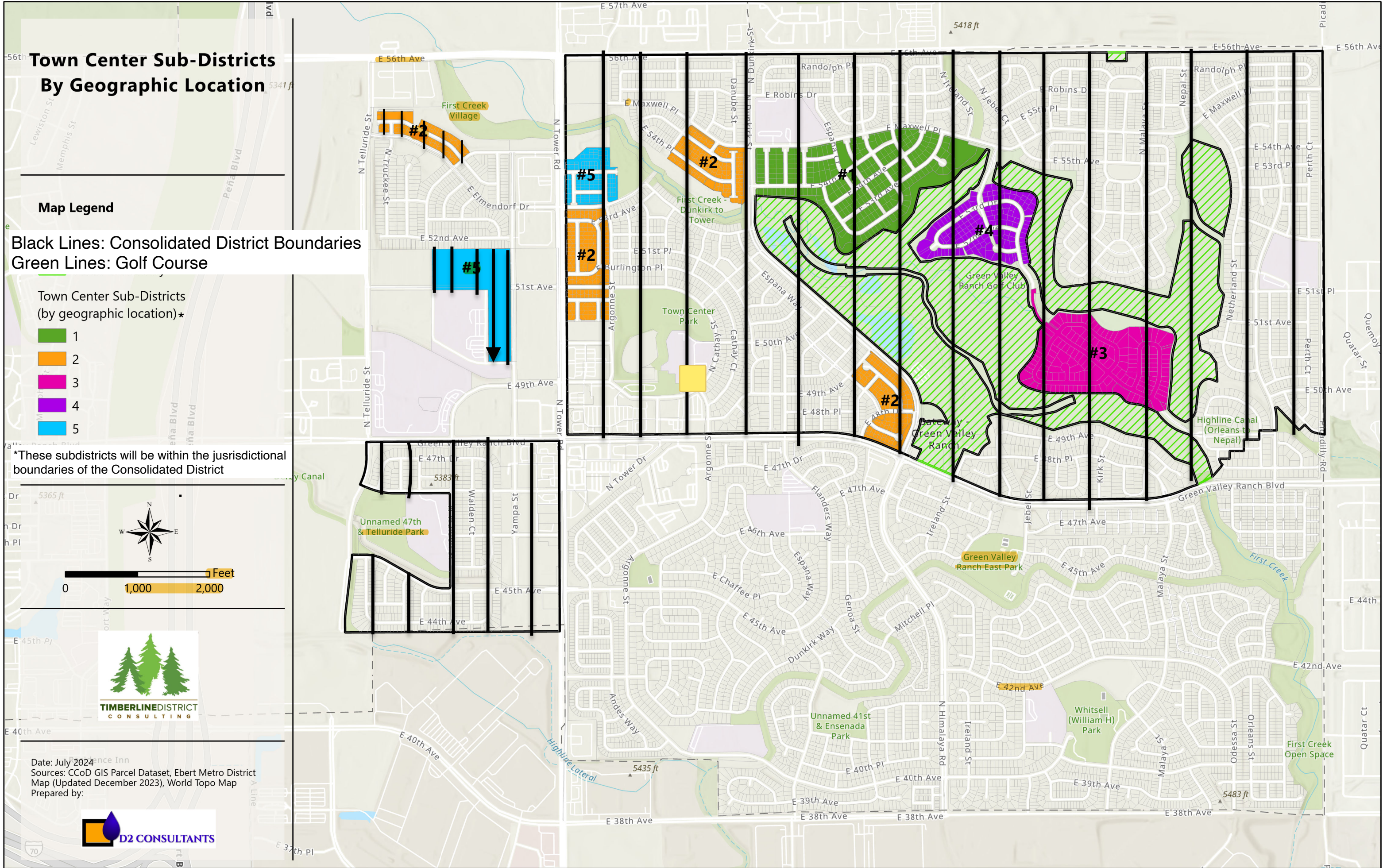
TOWN CENTER METROPOLITAN DISTRICT

By Brandon Wyszynski
Brandon Wyszynski, President

Address: 4908 Tower Road
Denver, CO 80249

Attest:

Paul Joseph Knopinski
Joe Knopinski, Secretary



Town Center Sub-Districts By Geographic Location

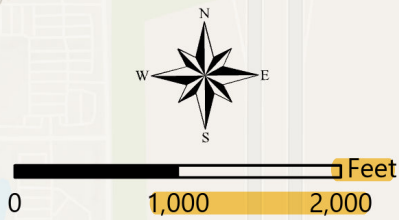
Map Legend

Black Lines: Consolidated District Boundaries
Green Lines: Golf Course

Town Center Sub-Districts
(by geographic location) *

- 1
- 2
- 3
- 4
- 5

*These subdistricts will be within the jurisdictional boundaries of the Consolidated District



Date: July 2024
Sources: CCoD GIS Parcel Dataset, Ebert Metro District Map (Updated December 2023), World Topo Map
Prepared by:



**Town Center Metropolitan District – Ebert Metropolitan District:
List of Agreements**

Vendor Contracts:

- Westwind Management – Revised and Restated Exhibit A – December 22, 2023
- Environmental Landworks Company – Snow Maintenance Agreement – (GVR CP Bedrock 47th & Ventura, Denver, CO 80249) - September 1, 2024
- Environmental Landworks Company - Snow Maintenance Agreement – (GVR Streetscape Telluride & Yampa St, Denver, CO 80249) - September 1, 2024
- High Plains Snow Maintenance Agreement (First Creek Village) – October 1, 2024
- High Plains Landscape Maintenance Agreement (Town Center MD) – March 1, 2024
- Environmental Landworks Company – Landscape Maintenance 12 Month Agreement (CP Bedrock Tract D, 47th & Ventura, Denver, CO 80249) – April 1, 2024
- Environmental Landworks Company – Landscape Maintenance 12 Month Agreement (GVR Streetscape, Telluride & Yampa St., Denver, CO 80249) – April 1, 2024
- High Plains Snow Management Agreement – Green Valley Ranch North – October 1, 2024
- High Plains Landscape Maintenance Agreement – Town Center MD – March 1, 2024
- High Plains Snow Maintenance Agreement TCMDSD No. 2 – Green Valley Ranch North and First Creek Village – October 1, 2024
- High Plains Snow Maintenance Agreement TCMDSD No. 3 – Green Valley Ranch North – October 1, 2024
- High Plains Snow Maintenance Agreement TCMDSD No. 5 – Green Valley Ranch North and First Creek Village – October 1, 2024
- High Plains Snow Maintenance Agreement Tower Commons Retail – Green Valley Ranch – October 1, 2024
- High Plains Landscape Maintenance Agreement – South East Corner of Tower Road – Town Center MD – March 1, 2024
- High Plains Landscape Maintenance Agreement – Carriage House in First Creek Village and Green Valley Ranch North – March 1, 2024
- High Plains Landscape Maintenance Agreement – The Enclave Community in Green Valley Ranch North – March 1, 2024
- High Plains Landscape Maintenance Agreement – First Creek Village and Filing 63 in Green Valley Ranch North – March 1, 2024
- High Plans Snow Maintenance Agreement – Green Valley Ranch South – October 1, 2024
- High Plains Landscape Maintenance Agreement – Townhomes at Oakcrest – April 1, 2024
- Amended and Restated Exhibit A to the Community Services Agreement of Town Center MD – February 1, 2024

Concessionaire Agreements:

- Amended and Restated Golf Facility Use Agreement – The First Tee of Green Valley Ranch – September 14, 2005
- Golf Course Concession Agreement – April 14, 2000

- First Amendment to Golf Course Concession Agreement – September 12, 2001
- Second Amendment to Golf Course Concession Agreement – January 1, 2005
- Third Amendment to Golf Course Concession Agreement – September 21, 2023
- Fourth Amendment to Golf Course Concession Agreement – May 15, 2024
- Agreement – The First Tee of Green Valley Ranch – March 22, 2023

Intergovernmental Agreements (Town Center MD and First Creek Village MD):

- Intergovernmental Agreement Regarding Overlapping Service Areas (First Creek Village MD and Town Center MD Subdistrict No. 2) – September 1, 2017
- District Facilities Agreement (Town Center MD and First Creek Village MD) – September 1, 2017

Intergovernmental Agreements:

- Agreement for Reimbursement of Costs (Green Valley Ranch East MD Nos. 1-7 and Town Center MD) – December 10, 2008
- Agreement for Reimbursement of Costs (Green Valley Ranch East MD Nos. 1-7 and Town Center MD) – July 14, 2010
- Agreement Regarding Implementation of Portions of The First Creek Watershed Master Plan – January 25, 2001
- Escrow Agreement (Ebert MD, Town Center MD, and C.P. Bedrock) – effective date - December 12, 2007
- Intergovernmental Settlement Agreement (GVRMD and Ebert MD) – February 10, 1999
- Intergovernmental Agreement (Town Center Park) (TCMD and City and County of Denver) – January 30, 2007
- Letter Agreement (Ebert MD, Town Center MD, and C.P. Bedrock) – September 27, 2005
- Letter Agreement (Denver Water Department and Town Center MD) – May 13, 2003
- Letter Agreement (Denver Water Department and GVR MD Water Activities Enterprise) – September 25, 1998
- Letter Agreement - (Ebert MD, Town Center MD, and C.P. Bedrock) - Revised December 28, 2005
- Restated Agreement for Reimbursement of Costs (Green Valley Ranch East MD Nos. 1-7 and Town Center MD) – January 11, 2017
- Amendment to Development Agreement (City and County of Denver, HC Development & Management Services, and Town Center MD) – May 25, 2007
- Intergovernmental Agreement – Green Valley Ranch Rec Center (Town Center MD and City and County of Denver) – May 8, 2003
- Cooperative Agreement Park Improvements (Town Center MD and City and County of Denver) – September 25, 2001
- Cooperative Agreement Shared Use Facility Complex Green Valley Ranch (City and County of Denver and Town Center MD) – December 14, 2004
- Development Agreement Green Valley Ranch (City and County of Denver, C&H Ranch Company, Oakwood Commercial Ventures, HC Development & Management Services, Town Center MD, Ebert MD, and School District No. 1 in the City and County of Denver) – February 20, 2003

- Inclusion Agreement (Ebert MD, Town Center MD, and C.P. Bedrock) – September 20, 2005
- First Amendment to Inclusion Agreement (Ebert MD, Town Center MD, and C.P. Bedrock) – November 1, 2007
- Restated Inclusion Agreement (Ebert MD, Town Center MD, and C.P. Bedrock) – May 30, 2008
- Regional Facilities Construction Agreement (Town Center MD and Ebert MD) – December 1, 1999
- Intergovernmental Agreement (Green Valley Ranch Boulevard Improvements) (Town Center MD and City and County of Denver) – March 13, 2012
- Intergovernmental Agreement (Tower Road Improvements) (Town Center MD and City and County of Denver) – May 3, 2004
- Modification of Development Agreement Amendment (City and County of Denver, HC Development & Management Services, and Town Center MD) – November 4, 2008
- Intergovernmental Agreement (38th Avenue Improvements) (Town Center MD and City and County of Denver) – April 20, 2021
- Water Improvements Easement Agreement (Town Center MD, City and County of Denver through the Board of Water Commissioners) – September 11, 2003
- District Facilities Construction, Funding, and Service Agreement (Town Center MD and Ebert MD) – April 28, 2005
- Third Amendment to Development Agreement (Green Valley Ranch North) (City and County of Denver, HC Development & Management Services, Town Center MD and Ebert MD) – November 17, 2014
- District Facilities Construction, Funding and Service Agreement – Town Center MD and Ebert MD – April 28, 2005
- Joint Resolution of the Boards of Directors of Ebert MD and Town Center MD Regarding Formation of a Landscape Committee – January 29, 2020

Supplemental Declarations:

- Second Supplemental Declaration of Covenants, Conditions, and Restriction for Bungalows at Fairway Villas at Green Valley Ranch Gold Club (Green Valley Ranch Filing No. 71) – September 10, 2018
- Master Declaration of Covenants, Conditions and Restrictions for Green Valley Ranch North – August 1, 2001
- Supplemental Declarations of Covenants, Conditions, and Restrictions for GVR Filing 69 – March 31, 2015
- Declaration of Covenants, Conditions, and Restrictions for The Towns at Oak Crest – September 28, 2018
- Supplemental Declarations of Covenants, Conditions, and Restrictions for Green Valley Ranch Single-Family Detached (Filing No. 39) – July 9, 2020
- Supplemental Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch American Dream (Filing No. 63) – April 27, 2020
- Supplemental Declaration of Covenant, Conditions, and Age Restrictions for Fairway Villas at Green Valley Ranch Golf Club – November 15, 2011

- Supplemental Declaration of Covenant, Conditions, and Age Restrictions for Fairway Villas II at Green Valley Ranch Golf Club An Age 55 and Older Community (Green Valley Ranch Filing No. 45) – October 30, 2018
- Supplemental Declaration of Covenants, Conditions, and Restrictions for GVR Filing 68 – August 1, 2013
- Declaration of Restrictions and Grant of Easements (Tower Commons) – January 18, 2006
- First Amendment to the Declaration of Restrictions and Grant of Easements (Tower Commons) – September 13, 2006
- Common Area Maintenance Agreement (Tower Commons) – January 18, 2006
- First Amendment to Common Area Maintenance Agreement (Tower Commons) – March 11, 2016
- Second Amendment to CAM Agreement (Tower Commons) – April 13, 2018
- Master Declaration of Covenants, Conditions and Restrictions for First Creek Village – May 23, 2018

Exhibit C					
Town Center Metro District Real Property Assets					
Real Property Including all Personal Property and Appurtenances					
	<u>CCOD Schedule Numbers</u>		<u>Address</u>		<u>Legal</u>
	0021100030000		18263 E 45TH		CP BEDROCK FLG #1 TRACT D-2 EXC E 118FT M/L
	0021100039000		18273 E 47TH		C P BEDROCK FILING NO 3 TRACT A
	21100034000		18283 E 47TH		CP BEDROCK FLG #1 E 118FT M/L OF TRACT D-2
	0023114020000		21202 E 48TH		GREEN VALLEY RANCH FLG #35 B2 TR-E AND THE THE S/2 VAC
	0023116008000		21253 E 48TH		GREEN VALLEY RANCH FLG #35 B4 TR-L
	0023216020000		20300 E 48TH		GREEN VALLEY RANCH FLG #31 B5 TR-D
	0023200023000		20309 E 48TH		T3 R66 S23 NW/4 DIF RCP #2000-027825 RCD 2/29/00
	0023215017000		20351 E 48TH		GREEN VALLEY RANCH FLG #31 B3 TR-C
	0023217021000		20352 E 48TH		GREEN VALLEY RANCH FLG #31 B6 TR-F
	0023212047000		20405 E 49TH		GREEN VALLEY RANCH FLG #31 B1 TR-A
	0023213022000		20994 E 49TH		GREEN VALLEY RANCH FLG #31 B2 TR-B
	0015406017000		20094 E 49TH		GREEN VALLEY RANCH FILING NO 34 B6 TRACT C
	0015415023000		19007 E 50TH		GREEN VALLEY RANCH FLG #38 TRACT A
	0015416034000		19057 E 50TH		GREEN VALLEY RANCH FLG #38 TRACT B34
	0015421033000		19105 E 50TH		GREEN VALLEY RANCH FLG #38 TRACT C
	0014405025000		21209 E 50TH		GREEN VALLEY RANCH FLG #35 B8 TR-G
	0014411010000		21493 E 50TH		GREEN VALLEY RANCH FLG #36 B5 TR-G
	0014410010000		21495 E 51ST		GREEN VALLEY RANCH FLG #36 B4 TR-H
	0014409007000		21498 E 51ST		GREEN VALLEY RANCH FLG #36 B3 TR-J
	0015308001000		19057 E 51ST		GREEN VALLEY RANCH FLG #37 TR-C
	0014300040000		20866 E 51ST		GREEN VALLEY RANCH FLG #46 TRACT B
	0014300035000		19602 E 52ND		T3 R66 S15 & S14 & S23 DIF RCP #2000-027825 PARCEL 3 EXC
	0014407010000		21490 E 52ND		GREEN VALLEY RANCH FLG #36 B2 TR-K
	0014408003000		21500 E 52ND		GREEN VALLEY RANCH FLG #36 TR-R
	0014408002000		21690 E 52ND		GREEN VALLEY RANCH FLG #36 TR-Q
	0014300083000		19663 E 54TH		GREEN VALLEY RANCH FLG #67 TRACT K
	0014300048000		20596 E 55TH		GREEN VALLEY RANCH FLG #60 TRACT A
	0014121062000		21421 E 55TH		GREEN VALLEY RANCH FLG #47 TRACT A
	0014100041000		20555 E 55TH		GREEN VALLEY RANCH FLG #50 TRACT E
	0015100022000		20298 E 56TH		GREEN VALLEY RANCH FLG #56 TRACT C

0014100046000		20400	E	56TH	GREEN VALLEY RANCH FLG #50 TRACT A EXC FOR PARCEL
0015300055000		4854	N	ARGONNE	GREEN VALLEY RANCH #61 TRACT D
0015423023000		4890	N	ARGONNE	GREEN VALLEY RANCH FLG #66 TRACT D
0015300052000		4995	N	CEYLON	GREEN VALLEY RANCH #61 TRACT A
0014300078000		5486	N	ESPANA	GREEN VALLEY RANCH FLG #67 TRACT E
0015100030000		5561	N	ESPANA	GREEN VALLEY RANCH FLG #56 TRACT L
0015300053000		4958	N	FLANDERS	GREEN VALLEY RANCH #61 TRACT B
0015413009000		4801	N	FUNDY	GREEN VALLEY RANCH FILING NO 34 B13 TRACT H
0015402009000		4990	N	FUNDY	GREEN VALLEY RANCH FILING NO 34 B2 TRACT B
0015401017000		4997	N	FUNDY	GREEN VALLEY RANCH FILING NO 34 B1 TRACT A
0015412009000		4803	N	GENOA	GREEN VALLEY RANCH FILING NO 34 B12 TRACT G
0015405013000		4954	N	GENOA	GREEN VALLEY RANCH FILING NO 34 B5 TRACT D
0015411009000		4805	N	GIBRALTAR	GREEN VALLEY RANCH FILING NO 34 B11 TRACT F
0015409025000		4895	N	GIBRALTAR	GREEN VALLEY RANCH FILING NO 34 B9 TRACT M
0021100040000		17600		GVR PKWY	C P BEDROCK FILING NO 3 TRACT B
0015300054000		19101		GVR PKWY	GREEN VALLEY RANCH #61 TRACT C
0015100033000		5561	N	HALIFAX	GREEN VALLEY RANCH FLG #56 TRACT P
0015410021000		4828	N	HALIFAX	GREEN VALLEY RANCH FILING NO 34 B10 TRACT E
0015400046000		4850	N	HIMALAYA	T3 R66 S15 S/2 E OF HIMALAYA RD S OF DIF RCP #2000-027825
0014300019000		5000	N	HIMALAYA	T3 R66 S14 DIF RCP #20013-85
0014300070000		5201	N	HIMALAYA	T3 R66 S15 NE/4 BEG 2113.31FT N & 357.69FT N OF SE COR NE/4
0014300071000		5174	N	HIMALAYA	T3 R66 S15 SE/4 BEG NE COR OF SE/4 TH W 2113.31FT N 357.69FT
0023216021000		4845	N	IRELAND	GREEN VALLEY RANCH FLG #31 B5 TR-E
0015100025000		5545	N	IRELAND	GREEN VALLEY RANCH FLG #56 TRACT F
0015100023000		5547	N	IRELAND	GREEN VALLEY RANCH FLG #56 TRACT D
0015100024000		5553	N	IRELAND	GREEN VALLEY RANCH FLG #56 TRACT E
0014300099000		5400	N	JEBEL	GREEN VALLEY RANCH FLG #45 TR-B
0014100039000		5535	N	JEBEL	GREEN VALLEY RANCH FLG #50 TRACT C
0014100038000		5559	N	JEBEL	GREEN VALLEY RANCH FLG #50 TRACT B
0014100040000		5530	N	JERICHO	GREEN VALLEY RANCH FLG #50 TRACT D
0023220022000		4800	N	KIRK	GREEN VALLEY RANCH FLG #31 B9 TR-H
0023218040000		4801	N	KIRK	GREEN VALLEY RANCH FLG #31 B7 TR-G
0014300041000		5133	N	LISBON	GREEN VALLEY RANCH FLG #46 TRACT C
0014300045000		5205	N	LIVERPOOL	GREEN VALLEY RANCH FLG #46 TRACT G
14300092000		5026	N	MALAYA	GREEN VALLEY RANCH FLG #39 TRACT G
0014300044000		5405	N	MALAYA	GREEN VALLEY RANCH FLG #46 TRACT F

0014300039000		5206	N	MALTA	GREEN VALLEY RANCH FLG #46 TRACT A
0015100029000		19551	E	MAXWELL	GREEN VALLEY RANCH FLG #56 TRACT K
0015100028000		19951	E	MAXWELL	GREEN VALLEY RANCH FLG #56 TRACT J
0015100027000		20001	E	MAXWELL	GREEN VALLEY RANCH FLG #56 TRACT H
0015100026000		20051	E	MAXWELL	GREEN VALLEY RANCH FLG #56 TRACT G
0014300043000		20572	E	MAXWELL	GREEN VALLEY RANCH FLG #46 TRACT E
0014100047000		20603	E	MAXWELL	GREEN VALLEY RANCH FLG #65 TRACT A, RESUB OF GVR FLG #50
0014100043000		21003	E	MAXWELL	GREEN VALLEY RANCH FLG #50 TRACT G
0014128008000		21205	E	MAXWELL	GREEN VALLEY RANCH FLG #47 TRACT C
0014129013000		21305	E	MAXWELL	GREEN VALLEY RANCH FLG #47 TRACT D
0014124012000		21415	E	MAXWELL	GREEN VALLEY RANCH FLG #47 TRACT B
0014405028000		4957	N	NEPAL	PT OF VAC BEEKMAN PL DAF COM @ S/4 COR T3S R68W S14 N
0014406037000		5031	N	NETHERLAND	GREEN VALLEY RANCH FLG #36 B1 TR-D
0014406036000		5091	N	NETHERLAND	GREEN VALLEY RANCH FLG #36 B1 TR-C
0014406035000		5151	N	NETHERLAND	GREEN VALLEY RANCH FLG #36 B1 TR-B
0014101006000		5199	N	NETHERLAND	GREEN VALLEY RANCH FLG #36 B1 TR-A
0014100021000		5309	N	NETHERLAND	GREEN VALLEY RANCH FLG #40 TRACT F
0014100020000		5457	N	NETHERLAND	GREEN VALLEY RANCH FLG #40 TRACT E
0014100019000		5529	N	NETHERLAND	GREEN VALLEY RANCH FLG #40 TRACT D
0014405027000		4913	N	ORLEANS	GREEN VALLEY RANCH FLG #35 B8 TR-H
0014406038000		5023	N	ORLEANS	GREEN VALLEY RANCH FLG #36 B1 TR-E
0014419016000		5034	N	ORLEANS	GREEN VALLEY RANCH FLG #36 B13 TR-M
0014413008000		5104	N	ORLEANS	GREEN VALLEY RANCH FLG #36 B7 TR-L
0014100022000		5203	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT G
0014100031000		5234	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT P
0014100030000		5254	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT O
0014100023000		5303	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT H
0014100029000		5304	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT N
0014100024000		5353	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT I
0014100028000		5354	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT M
0014100025000		5403	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT J
0014100027000		5404	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT-L
0014100026000		5454	N	ORLEANS	GREEN VALLEY RANCH FLG #40 TRACT K
0014402009000		4997	N	PERTH	GREEN VALLEY RANCH FLG #35 B9 TR-X
0014401023000		4998	N	PERTH	GREEN VALLEY RANCH FLG NO 35 B1 TR-A
0014416026000		5004	N	PERTH	GREEN VALLEY RANCH FLG NO 36 B10 TRACT-S

0014100032000		5203	N	PERTH	GREEN VALLEY RANCH FLG #40 TRACT Q
0014401025000		4955	N	PERTH	GREEN VALLEY RANCH FLG NO 35 B1 TR-W
0014401024000		4997	N	PERTH	GREEN VALLEY RANCH FLG NO 35 B1 TR-R
0014400017000		4801	N	PICADILLY	T3 R66 S14 & 15 BEG 654.58FT E OF SW COR OF NE/4 OF S14 TH N
0014400021000		4801	N	PICADILLY	T3 R66 S14 SE/4 BEG @ NE COR GREEN VALLEY RANCH NO.36 B1 L7
0014100014000		5201	N	PICADILLY	T3 R66 S14 NE/4 100FT WIDE STRIP DAF BEG SE COR S14 TH N
0014100018000		5201	N	PICADILLY	GREEN VALLEY RANCH FLG #40 TRACT C
0014100016000		5209	N	PICADILLY	GREEN VALLEY RANCH FLG #40 TRACT A
0014100017000		5409	N	PICADILLY	GREEN VALLEY RANCH FLG #40 TRACT B
0014300069000		19458	E	RANDOLPH	T3 R66 S15 SE/4 DIF RCP#56 #20005-85
0015100035000		19458	E	RANDOLPH	GREEN VALLEY RANCH FLG #56 TRACT M
0015100032000		19505	E	ROBINS	GREEN VALLEY RANCH FLG #56 TRACT N
0014100044000		20807	E	ROBINS	GREEN VALLEY RANCH FLG #50 TRACT H
0014412011000		21491	E	STOLL	GREEN VALLEY RANCH FLG #36 B6 TR-F
0014421011000		21510	E	STOLL	GREEN VALLEY RANCH FLG #36 B15 TR-N
0021100046000		4495	N	TELLURIDE	CP BEDROCK FLG NO 4 TR-A
0015300020000		4800	N	TOWER	T3 R66 S15 SW/4 BEG 100.38FT E & 70FT N OF SW COR OF SW/4 TH
0021100047000		4492	N	VENTURA	CP BEDROCK FLG NO 4 TR-B
0021100041000		4703	N	WALDEN	C P BEDROCK FILING NO 3 TRACT C
21100024000		4501	N	WALDEN	CP BEDROCK FLG #1 TRACT D-1
0021100048000		4410	N	WALDEN	CP BEDROCK FLG NO 4 TR-C
0022100019000		20101		GVR PKWY	T3 R66 S22 NE/4 BEG PT N LN NE/4 2261.67FT E OF NW COR NE/4
0023100038000		21101		GVR PKWY	GREEN VALLEY RANCH FLG #11 TRACT B
0015400042000		4801	N	HIMALAYA	T3 R66 S15 SE/4 BEG SE COR OF SE/4 TH W 379.58FT N 23D24M40S
0023200024000		4802	N	HIMALAYA	T3 R66 S23 NW/4 N OF 48TH AVE W OF GREEN VALLEY RANCH FLG 31
0015400045000		4840	N	HIMALAYA	S15/T3/R66 COM SE COR SEC15 S12.5557E 568.70FT N66.17W
0015400035000		4900	N	HIMALAYA	T3 R66 S15 SE/4 DIF RCP #2000-027825 RCD 2/29/00 PART OF
0014100009000		5203	N	PICADILLY	T3 R66 S14 NE/4 DIF RCP #2000-027825 RCD 2/29/00 PARCEL 1 T3
0014300091000		20401	E	50TH	GREEN VALLEY RANCH #39 TRACT F
0014300086000		20493	E	50TH	GREEN VALLEY RANCH #39 TRACT A
0014350043000		20850	E	BEEKMAN	BLK 3 S COR BET L10 & L11 S41W 7.94FT CV/R RAD 70FT ANG
0014300089000		21008	E	BEEKMAN	GREEN VALLEY RANCH #39 TRACT D
0014348046000		21055	E	BEEKMAN	GREEN VALLEY RANCH #39 B1 PT L45 BEG SE COR L45 TH S58.43W
0014300090000		21061	E	BEEKMAN	GREEN VALLEY RANCH #39 TRACT E
0014300087000		4977	N	JEBEL	GREEN VALLEY RANCH #39 TRACT B
0014300088000		5043	N	LIVERPOOL	GREEN VALLEY RANCH #39 TRACT C

0014300092000		5026	N MALAYA	GREEN VALLEY RANCH #39 TRACT G
0014300111000		20356	E 52ND	GREEN VALLEY RANCH FLG #45 TR-P
0014300106000		20400	E 52ND	GREEN VALLEY RANCH FLG #45 TR-J
0014355033000		20300	E 53RD	GREEN VALLEY RANCH FLG #45 B2 COM E COR L15 S52.1517W
0014354064000		20309	E 53RD	GREEN VALLEY RANCH FLG #45 PT L14 THRU 16 DAF COM N COR TR-G
0014300105000		20316	E 53RD	GREEN VALLEY RANCH FLG #45 TR-H
0014300102000		5299	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-E
0014300101000		5300	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-D
0014300100000		5500	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-C
0014300098000		5545	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-A
0014300110000		5400	N JEBELL	GREEN VALLEY RANCH FLG #45 TR-N
0014300109000		5066	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-M
0014300108000		5068	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-L
0014300107000		5087	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-K
0014300103000		5250	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-F
0015200197000		18609	E 53RD	GREEN VALLEY RANCH FLG 63 TRACT D
0015200194000		18705	E 54TH	GREEN VALLEY RANCH FLG 63 TRACT A
0015200196000		5355	N ANDES	GREEN VALLEY RANCH FLG 63 TRACT C
0015200195000		5358	N ARGONNE	GREEN VALLEY RANCH FLG 63 TRACT B
0014347004000		19518	E 52ND	GREEN VALLEY RANCH FLG #67 BLK 10 LOT 4
0014300095000		19708	E 52ND	GREEN VALLEY RANCH FLG #57 PT TRACT D & S COM NW COR
0014300065000		19690	E 53RD	GREEN VALLEY RANCH FLG #57 TRACT R
0014300062000		19602	E 54TH	GREEN VALLEY RANCH FLG #57 TRACT N
0014337060000		19344	E 54TH	GREEN VALLEY RANCH FLG #57 BLK 17 L1 EXC E 50 FT
0014300052000		19464	E 54TH	GREEN VALLEY RANCH FLG #57 TRACT C
0014300051000		5448	N DUNKIRK	GREEN VALLEY RANCH FLG #57 TRACT B
0014300074000		5460	N DUNKIRK	GREEN VALLEY RANCH FLG #67 TRACT A
0014300075000		5525	N ENSENADA	GREEN VALLEY RANCH FLG #67 TRACT B
0014300077000		5525	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT D
0014300084000		5223	N ESPANA	GREEN VALLEY RANCH FLG NO 67 TRACT L
0014300085000		5225	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT M
0014347006000		5263	N ESPANA	GREEN VALLEY RANCH #67 B 10 PT L 3 DAF BEG ELY COR L 3 TH
0014300076000		5523	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT C
0014300079000		5528	N FUNDY	GREEN VALLEY RANCH FLG #67 TRACT F
0014300080000		5524	N GENOA	GREEN VALLEY RANCH FLG #67 TRACT G
0014300082000		5524	N HIMALAYA	GREEN VALLEY RANCH FLG #67 TRACT J

0014300092000		5026	N MALAYA	GREEN VALLEY RANCH #39 TRACT G
0014300111000		20356	E 52ND	GREEN VALLEY RANCH FLG #45 TR-P
0014300106000		20400	E 52ND	GREEN VALLEY RANCH FLG #45 TR-J
0014355033000		20300	E 53RD	GREEN VALLEY RANCH FLG #45 B2 COM E COR L15 S52.1517W
0014354064000		20309	E 53RD	GREEN VALLEY RANCH FLG #45 PT L14 THRU 16 DAF COM N COR TR-G
0014300105000		20316	E 53RD	GREEN VALLEY RANCH FLG #45 TR-H
0014300102000		5299	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-E
0014300101000		5300	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-D
0014300100000		5500	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-C
0014300098000		5545	N JEBEL	GREEN VALLEY RANCH FLG #45 TR-A
0014300110000		5400	N JEBELL	GREEN VALLEY RANCH FLG #45 TR-N
0014300109000		5066	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-M
0014300108000		5068	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-L
0014300107000		5087	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-K
0014300103000		5250	N JERICHO	GREEN VALLEY RANCH FLG #45 TR-F
0015200197000		18609	E 53RD	GREEN VALLEY RANCH FLG 63 TRACT D
0015200194000		18705	E 54TH	GREEN VALLEY RANCH FLG 63 TRACT A
0015200196000		5355	N ANDES	GREEN VALLEY RANCH FLG 63 TRACT C
0015200195000		5358	N ARGONNE	GREEN VALLEY RANCH FLG 63 TRACT B
0014347004000		19518	E 52ND	GREEN VALLEY RANCH FLG #67 BLK 10 LOT 4
0014300095000		19708	E 52ND	GREEN VALLEY RANCH FLG #57 PT TRACT D & S COM NW COR
0014300065000		19690	E 53RD	GREEN VALLEY RANCH FLG #57 TRACT R
0014300062000		19602	E 54TH	GREEN VALLEY RANCH FLG #57 TRACT N
0014337060000		19344	E 54TH	GREEN VALLEY RANCH FLG #57 BLK 17 L1 EXC E 50 FT
0014300052000		19464	E 54TH	GREEN VALLEY RANCH FLG #57 TRACT C
0014300051000		5448	N DUNKIRK	GREEN VALLEY RANCH FLG #57 TRACT B
0014300074000		5460	N DUNKIRK	GREEN VALLEY RANCH FLG #67 TRACT A
0014300075000		5525	N ENSENADA	GREEN VALLEY RANCH FLG #67 TRACT B
0014300077000		5525	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT D
0014300084000		5223	N ESPANA	GREEN VALLEY RANCH FLG NO 67 TRACT L
0014300085000		5225	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT M
0014347006000		5263	N ESPANA	GREEN VALLEY RANCH #67 B 10 PT L 3 DAF BEG ELY COR L 3 TH
0014300076000		5523	N ESPANA	GREEN VALLEY RANCH FLG #67 TRACT C
0014300079000		5528	N FUNDY	GREEN VALLEY RANCH FLG #67 TRACT F
0014300080000		5524	N GENOA	GREEN VALLEY RANCH FLG #67 TRACT G
0014300082000		5524	N HIMALAYA	GREEN VALLEY RANCH FLG #67 TRACT J

	14300093000		21010	E BEEKMAN	Need conveyance from HC Land Investments LLC to TCMD (Enclave Streets)
	14100048000		20100	E 56TH	Need conveyance from Don Carpenter et.al. to TCMD (Director's parcel)
Real Property (unclear ownership; TBD)					
	15300050000		4892	N ARGONNE	Town Center Park Pond Area including Well # 8. Records show already in Ebert MD ownership.
Improved (with buildings) Real Property					
	14347006000		5263	N ESPANA	The Club @ Fairway Villas
	14354064000		20309	E 53RD	The Lodge @ Fairway Villas
	15400035000		4900	N HIMALAYA	The Golf Club @ GVR
	14300045000		5205	N LIVERPOOL	Enclave Pool and and locker room.
Decreed Water Rights					
	Consolidated Case Nos. 82CW488 and 84CW030				Denver Basin Groundwater -- 90 AF/yr LFH & 290 AF/yr Upper and Lower Arapahoe
	Case No. 04CW28				Alluvial wells and augmentation plan
	Case No. 20CW3148				Augmentation Plan for additional alluvial wells, ponds, and reclaimed water
Contractual Water Rights					
	Certificate No. COE12079				Reg. 84 permit for use of reclaimed water from Denver Water
Water Well Permit Rights Including all Personal Property and Appurtenances					Permitted Withdrawal Rate
		Well # 1	65704-F	Lower Ara	250 gpm
		Well # 2	65705-F	Upper Ara	140 gpm
	Note: All of these wells, with the possible exception of # 8, are located on real property intended for dedication to Ebert.	Well # 3	65706-F	Lower Ara	250 gpm
		Well # 4	65707 - F	Upper Ara	140 gpm
		Well # 5	65708 -F	Upper Ara	275 gpm
		Well # 6	65709 - F	L-FH	275 gpm
		Well # 7	59200 -F	L-FH	275 gpm
		Well # 8	60703-F	Lower Ara	250 gpm
		Pond 15 Well	61812-F	tributary pond	500 gpm/450 AF annually (subject to augmentation)
		GVR Wells 1&2		tributary	200 gpm ea/450 AF annually (subject to augmentation)
	GVR Wellfield		tributary	200 gpm ea/450 AF annually (subject to augmentation)	
Fencing					
	Metal Rail Golf Course Fence				Note: All open space fencing should be located on real property owned by TCMD.

	Open Space Saddle Trex Fence					This list is intended to convey fencing that is intended to be District maintained fencing yet may have been incorrectly placed on private property.
	Open Space Vinyl Fence					
	Cedar Rail Fence					

Memorandum of Understanding: March 21, 2024

1. TCMD and Ebert acknowledge that each contributed to the litigation in different ways.
2. TCMD will make significant changes to the way that it manages district operations. One change will be to schedule monthly “issues meetings” to include TCMD and Ebert board representatives. TBD: We have talked in general terms about the need and some of the things that TCMD is considering; TCMD needs to develop other specific actions that Ebert will be able to notice. **More specifically, TCMD plans to implement the following steps regarding its management of TCMD going forward:**
 - a. **TCMD has changed the designated Timberline District Manager from Jerry Jacobs to Brittany Barnett.**
 - b. **TCMD will initiate monthly "staff" meetings that will include up to two members of the TCMD board, one or two members of the Ebert board, Brittany and perhaps others from Timberline, and sometimes a member from Westwind. The meetings will cover current issues and finding the proper resources to deal with those issues.**
 - c. **Joe Knopinski and Bill Schmidt have been consulting with other district managers to learn "best practices" for managing a district. We have been sharing that information with Timberline and will continue to do so.**
 - d. **Joe and Bill have joined the existing Landscape Committee, which is playing a large role in working with Timberline to improve the landscaping issues covered in the MOU.**
 - e. **TCMD will re-start the regular collaboration meetings between the two boards to work on resolving other issues and the upcoming transition discussions.**
 - f. **As an Ebert resident and TCMD board member, Bill will continue to participate in monthly meetings of the Ebert Finance committee.**
 - g. **Part of the plan for better managing the district will be closer management of the district's vendors by the district manager; Timberline has committed to having weekly inspections of landscaping, including discussions with the vendors.**
3. TCMD will direct Westwind and the District Manager to follow existing regulations more consistently in interpreting architectural design requests, specifically those related to xeriscaping.
4. TCMD, the Landscaping Committee, including Ebert representatives, will compile a comprehensive and detailed list of landscaping areas and trees that need improvement, develop an RFP to get bids to do that work, then set priorities and a timing plan for making those improvements. See specifics related to trees and landscaping below.
5. With input from an Ebert board member, the TCMD board passed a resolution governing existing and future resident installed gates in golf course fencing, therefore resolving this litigation issue.

6. The TCMD District Manager will survey the existing damage to golf course fencing, estimate the cost of repairs to bring the problem areas to the condition of the other fencing, and prepare a cost estimate to the board prior to the next scheduled TCMD board meeting that will include the cost of repairs and the cost to complete repainting the existing fencing. The board will then determine a plan for timing the completion of these repairs and painting. Ebert will be afforded the opportunity to review the proposed repair plan.
7. Discussed, but nothing yet resolved, what TCMD will do about the resident landscaping done on TCMD and Denver property adjacent to golf course fencing. TCMD will seek input from the Landscape Committee and Ebert to resolve this issue.
8. Ebert and TCMD will request a stay with the court, to ensure TCMD follows through with its commitments under this agreement. This stay will avoid Ebert's having to refile a new lawsuit after a dismissal without prejudice. The litigation committee will meet approximately every 90 days to assess the progress of the implementation and report to the court, as needed.
9. TCMD and Ebert will amend the Inter-Governmental Agreement to increase the defined Maximum Service Amount from \$16.9 million to an amount sufficient to fund the budget for all of 2025. That change will give TCMD all of 2024 and all of 2025 to work on fixing the fencing and landscaping issues. During the 2025 budget planning "season," TCMD and Ebert will collaborate fully in allocating funds from the budgeted service amount.
10. Tree Issues: TCMD, using the assistance of the Landscape Committee (LC), is gathering information prior to recommending a plan to successfully replace existing dead trees. This investigation includes finding site plans and water issues:
 - a. water quality (wells versus recycled), water usage, well water cost vs. recycled water cost, etc.
 - b. TCMD anticipates engaging outside help in developing a plan. Current requirements of the plan include:
 - i. Denver will complete its tree inventory work along the thoroughfares within the district. We anticipate this inventory will be completed by the end of May.
 - ii. TBD: When TCMD will complete a tree inventory for the other common areas not covered by the Denver inventory. District Manager and LC are investigating how much information our current landscape vendors have.
 - iii. LC will determine how many trees we legally are required to have in place along the thoroughfares. [we probably do not need to replace every existing tree]
 - iv. LC will develop a list of tree species that can better survive our growing conditions that still conform with Denver regulations.

- v. LC will develop a plan to properly plant future trees, so that they have a better chance to survive and thrive.
- vi. LC will develop a plan to properly water future trees to maximize their survival rate. This plan might require the installation of a drip system to better water the trees.
- vii. TCMD does not replace any trees until this plan is fully developed. Only then will TCMD and Ebert develop a budget for replacing the trees that we determine that we need, and then the boards will plan the timing for implementing the plan over “TBD” number of years.

11. Landscape Issues: TCMD and the LC are collecting site plans and will formulate a plan for improving the appearance of the community, primarily along 56th and Piccadilly Avenues. Initial plans include:

- a. Upgrading the small gardens adjacent to intersections leading into the community and by the hammerheads. LC to develop a specific list of gardens to improve. This may include adding xeriscaping into the planning mix for the LC.
- b. Replace, to the extent site plans and/or Denver will allow some of the small gardens not listed above with grasses prevailing in the area next to those gardens.
- c. TCMD needs to include better standards in its landscape contracts primarily related to weed and trash control.
- d. TCMD, through the District Manager, must closely monitor vendors and enforce the expectations included in the contract.