

TRANSPORT METROPOLITAN DISTRICT NOS. 1-4
2021 ANNUAL REPORT TO THE CITY OF AURORA

Pursuant to the Service Plans for Transport Metropolitan District Nos. 1-15 (each the “District” and collectively the “Districts”), the Districts are required to provide an annual report to the City of Aurora (the “City”) with regard to the following matters. Pursuant to §32-1-104(3), C.R.S., District Nos. 1, 3-15 each previously adopted a Resolution Declaring Inactive Special District Status. In 2022 District No. 5 adopted a Resolution Declaring Return to Active Status. District Nos. 6-15 remain on inactive status. The information in this report pertains only to District Nos. 1-4 as the only active Districts throughout 2021:

For the year ending December 31, 2021, the District makes the following report:

1. Boundary changes made or proposed to the Districts’ boundaries as of December 31 of the prior year:

There were no changes to the Districts’ boundaries in 2021.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed, as of December 31 of the prior year:

*District No. 1 entered into an Amended and Restated Interim Facilities and Intergovernmental Agreement Pertaining to Transport Colorado Logistics & Commerce Park with the City of Aurora on January 21, 2021. A copy of the agreement is attached hereto as **Exhibit A**.*

3. Copies of the Districts’ rules and regulations, if any, as of December 31 of the prior year:

The Districts have not adopted rules and regulations.

4. A summary of any litigation which involves the Districts’ Public Improvements as of December 31 of the prior year:

To the best of our knowledge, based on review of the court records in Weld County, Colorado, and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s Public Improvements as of December 31, 2021.

5. Status of the Districts’ construction of the Public Improvements as of December 31 of the prior year:

In 2021, District No. 1 began construction on a Grading and Erosion Control, Waste Water Treatment Plant, a Water Pond Storage, and an Elevated Potable Water Storage Tank. Several public improvements are anticipated to continue in 2022.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31, 2020.

There are no facilities and improvements constructed by the Districts that have been dedicated to or accepted by the City as of December 31, 2021.

7. The assessed valuation of the Districts for the current year:

The Districts received certifications of valuation from the Adams County Assessor reporting taxable assessed valuations for the year 2021 as:

District No. 1: \$10; District No. 2: \$2,983,580; District No. 3: \$30,880; and District No. 4: \$334,000.

8. Current year budget including a description of the Public Improvements to be constructed in such year:

*The Districts' 2022 budgets are attached hereto as **Exhibit B**. As of the date of this report, District No. 1 anticipates undertaking construction of various Public Improvements.*

9. Audit of the District's financial statements, for the year ending December 31, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable:

*District Nos. 2 & 4 applied for audit exemptions for the year ending December 31, 2021. Copies of the audit exemption applications and audits for District Nos. 1 & 3 are attached as **Exhibit C**.*

10. Notice of any uncured events of default by the Districts, which continued beyond a ninety (90) day period, under any Debt instrument:

The Districts are not aware of any uncured events of default by the Districts that continued beyond ninety days.

11. Any inability of the Districts to pay its obligations as they came due, in accordance with the terms of such obligations, which continued beyond a ninety (90) day period:

The Districts are not aware of any inability to pay its obligations as they came due.

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**AMENDED AND RESTATED
INTERIM FACILITIES
AND INTERGOVERNMENTAL AGREEMENT**

PERTAINING TO

**TRANSPORT COLORADO
LOGISTICS & COMMERCE PARK**

**AMENDED AND RESTATED INTERIM FACILITIES
AND INTERGOVERNMENTAL AGREEMENT
PERTAINING TO
TRANSPORT COLORADO LOGISTICS & COMMERCE PARK**

EFFECTIVE DATE: January 25, 2021

SIGNATORIES: **CITY OF AURORA**, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado, 15151 E. Alameda Parkway, Aurora, Colorado 80012.

WESTERN TRANSPORT, LLC, a Delaware limited liability company, 625 E. Main Street, Suite 1028-303, Aspen, Colorado 81611.

RANCHO COACHELLA PROPERTIES, LP, a California limited partnership, 1570 Linda Vista Drive, San Marcos, California 92078.

TRANSPORT METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, c/o White Bear Ankele Tanaka & Waldron, 2154 E. Commons Ave., Suite 2000, Centennial, Colorado 80122.

RECITALS

This Interim Facilities Agreement is made with reference to the following facts:

A. Initially capitalized words and phrases used in this Interim Facilities Agreement have the meanings set forth in the schedule of defined terms attached at Exhibit D, which defined terms and definitions are incorporated into and made a part of this Interim Facilities Agreement.

B. As of the Effective Date, the Annexed Property is encumbered by and subject to the terms and conditions of that certain TransPort Interim Facilities Agreement dated February 17, 2007, and Recorded on March 7, 2007, at Reception No. 2007000023910.

C. As of the Effective Date, the Signatories anticipate that, contemporaneously with or soon after the Recording Date, annexation of the Annexable Property, zoning of the Annexable Property consistent with the TransPort Zoning and incorporation of the Annexable Property into each of the Annexation Agreement, the Development Agreement, the TransPort FDP and the TransPort PIP will become legally effective, will be Recorded, and will be legally binding with respect to the Annexable Property.

D. Subject to Section 1.02, the Signatories wish to amend, restate and supersede in its entirety the agreement referenced in Recital B in order to address changed circumstances and conditions that include, *inter alia*, accounting for and facilitating annexation of the Annexable

Property and its incorporation into the TransPort Property, the TransPort Documents and the Project.

E. As of the Effective Date, WTLLC is the fee owner of the Annexed Property, is the fee owner of a portion of the Annexable Property, holds such property for investment purposes, but is not in the business of undertaking development activities with respect to real property.

F. As of the Effective Date, RCPLP is the fee owner of a portion of the Annexable Property, holds such property for investment purposes, but is not in the business of undertaking development activities with respect to real property.

G. Each of WTLLC and RCPLP has the legal authority and has taken such actions as may be required under their respective governance documents to authorize execution of, and to legally bind such Signatories to perform their respective obligations under, this Interim Facilities Agreement.

H. The Management District is authorized pursuant to applicable C.R.S. provisions and its service plan to provide services and functions within and for the benefit of the TransPort Property and the Project, including, *inter alia*, causing the financing, design and construction of Public Improvements that are District-Eligible and otherwise participating in the District Financing Plan.

I. The Management District has the legal authority and has taken such actions as may be required under its service plan and other governance documents to authorize execution of, and to legally bind itself to perform its obligations under, this Interim Facilities Agreement.

J. Acting in its legislative capacity as the governing body of the City and of the Utility Enterprise, City Council has the legal authority and has taken such actions as may be legally required to authorize execution of, and to legally bind City Council, the Utility Enterprise and the City to perform their respective obligations under, this Interim Facilities Agreement.

K. The TransPort Property is located in an area to which, as of the Effective Date, the City has not extended Municipal Facilities and does not provide Municipal Services, and the Signatories anticipate it will be a period of years before City extends Municipal Facilities and provides Municipal Services to the TransPort Property.

L. Considering the foregoing Recitals and other factors, the Signatories wish to establish and implement interim methods of providing the services and facilities required to enable development of the Project to commence and proceed prior to the City's extension of Municipal Facilities and provision Municipal Services to the TransPort Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Interim Facilities Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Signatories agree as follows:

ARTICLE 1
APPLICATION AND EFFECT

1.01 Effectiveness; Recording; Binding Effect. This Interim Facilities Agreement will be Recorded. From and after the Recording Date, the terms and conditions of this Interim Facilities Agreement will constitute and will be effective as real covenants that burden, benefit and run with title to the TransPort Property, and will be binding upon and inure to the benefit of the Landowners and their respective successors in interest to the TransPort Property, including any mortgagees or lienholders, irrespective of whether specific reference to this Interim Facilities Agreement is made in any instrument affecting title to the TransPort Property. As between the Signatories and any other Party having notice of the Signatories' execution and delivery of this Interim Facilities Agreement, this Interim Facilities Agreement will be effective and legally binding upon such Parties as of the Effective Date, and any delay or failure to Record this Interim Facilities Agreement will not negate or impair the effectiveness of this Interim Facilities Agreement.

1.02 Prior Interim Facilities Agreement Superseded. As of the Effective Date, this Interim Facilities Agreement expressly supersedes, amends and restates in its entirety that certain TransPort Interim Facilities Agreement dated February 17, 2007, and Recorded on March 7, 2007, at Reception No. 2007000023910, which instrument is therefore void, of no further legal force or effect and, as of the Recording Date, will conclusively be deemed and construed as no longer encumbering any portion of the TransPort Property.

1.03 Successors; Assumption and Release. WTLLC and RCPLP each anticipate subsequent sales of Sites within the TransPort Property to one or more Developers that may undertake development within the Project, in one or more Phases, generally in accordance with and as more particularly described in the Development Agreement, this Interim Facilities Agreement and the other TransPort Documents. Upon conveyance of all or a portion of the TransPort Property from WTLLC or RCPLP to other Landowners or to one or more Developers, and without the requirement of further action, the grantee/successor in such transactions will be conclusively deemed to have assumed and accepted, and the applicable grantor in such transactions will be conclusively deemed to have been fully released from, those obligations, if any, that arise pursuant to this Interim Facilities Agreement on WTLLC or RCPLP, as the applicable grantor in such transaction, solely as a Landowner of the portion of the TransPort Property being conveyed; provided, however, that the grantor will not be released from, and the grantee/successor will not be deemed to have assumed, liability for any default under this Interim Facilities Agreement attributable to the action or inaction of the grantor while the grantor held title to such portion of the TransPort Property.

1.04 Intergovernmental Agreement. As between the City and the Management District, this Interim Facilities Agreement constitutes a legislatively approved intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the TransPort Property and the Project pursuant to, as applicable, C.R.S. §§ 29-1-203 and 29-20-105. As the general assembly has expressly authorized pursuant thereto and as provided in Section 7.02(b), such Parties intend their respective obligations under this Interim Facilities Agreement to be enforceable by specific performance and/or injunctive relief or other equitable remedies.

1.05 Application to Annexable Property. As applied to the Annexable Property, the Signatories intend as follows:

(a) **Prior to Annexation.** As between the City and the Landowners of the Annexable Property, and prior to the date on which annexation of the Annexable Property or any portion thereof becomes legally effective as a matter of law, this Interim Facilities Agreement constitutes a pre-annexation agreement, and the terms, conditions and obligations that pertain to the Annexable Property prior to the annexation becoming legally effective are legally binding upon such Parties.

(b) **After Annexation.** Upon annexation of all or any part of the Annexable Property becoming legally effective, such Annexable Property automatically will be deemed incorporated into the TransPort Property and made subject to the burdens, benefits and obligations of all provisions of this Interim Facilities Agreement on the same terms and conditions as apply to the Annexed Property and without the necessity of referring to this Interim Facilities Agreement in the annexation ordinance or otherwise in connection with the annexation. No separate annexation agreement or development agreement will be required in connection with annexation of the Annexable Property, it being the Signatories' intent that, following annexation, the Annexation Agreement, the Development Agreement, this Interim Facilities Agreement and the other TransPort Documents and instruments will control and govern development of the Annexable Property in the manner and hierarchy established pursuant to Section 1.06.

1.06 Hierarchy and Relationship among TransPort Documents. The following TransPort Documents will set forth progressively more refined, detailed and specific requirements for development of Subareas and Sites within the TransPort Property, in the hierarchy and having the relative relationships described below. TransPort Documents at a higher level of the hierarchy are more general. TransPort Documents at each successive lower level of the hierarchy will be progressively more specific. Where multiple TransPort Documents address the same subject matter, the more specific terms and conditions of each successive TransPort Document will be construed as consistent with, and implementations of, the more general terms of TransPort Documents at higher levels of the hierarchy. Any explicit or implicit conflict between the terms and conditions of TransPort Documents at different levels of the hierarchy will be resolved by giving effect to the terms and conditions of the TransPort Document in a lower level of the hierarchy, the more specific terms and conditions of which will govern and control over the more general terms and conditions of TransPort Documents in the preceding levels of the hierarchy.

(a) **Annexation Agreement.** The Annexation Agreement identifies at a high level, *inter alia*, the City's obligations for the provision of Municipal Services and the annexor's obligations to cause the performance of the City's requirements for development within the TransPort Property, including Dedications, Public Improvements, fees and related matters.

(b) **Development Agreement.** The Development Agreement sets forth an over-arching statement of the terms and conditions governing development of the Project. The Development Agreement supplements, implements, further refines and is more specific than the terms and conditions of the Annexation Agreement.

(c) **Interim Facilities Agreement.** Consistent with and in implementation of the more general concepts addressed in the Annexation Agreement and the Development Agreement, this Interim Facilities Agreement sets forth a more refined conceptual framework for the provision of Public Improvements and municipal services to support development of the Project as and when market conditions permit, addressing the Interim Condition, the Permanent Condition, and the transition from the Interim Condition to the Permanent Condition. The scope of Public Improvements addressed in this Interim Facilities Agreement is generally limited to water and sanitary sewer, and Public Improvements not within the scope of this Interim Facilities Agreement will be governed by the Annexation Agreement, the Development Agreement, the TransPort FDP, the TransPort PIP and applicable Subarea FDPs, Subarea PIPs, Site Plans, Plats, SIAs, Approved Civil Plans and Reimbursement Agreements in the manner set forth in this Section 1.06.

(d) **TransPort Zoning.** Consistent with and in implementation of the more general concepts of the Development Agreement, the TransPort Zoning authorizes, *inter alia*, the uses, densities and intensities of uses, and general development standards for the Project.

(e) **TransPort FDP and TransPort PIP.** Consistent with and in implementation of the more general concepts of the TransPort Zoning, the TransPort FDP more specifically addresses particular uses, densities and intensity of uses within particular areas of, and development standards applicable to, the TransPort Property. Consistent with and in a manner to be implemented as contemplated in this Interim Facilities Agreement, the TransPort PIP (which is incorporated within the TransPort FDP) is a high level Public Improvement and infrastructure planning and coordination document. Collectively, the TransPort FDP and TransPort PIP address the structure within which subsequent Development Applications, Approved Civil Plans and related matters will proceed. The TransPort FDP is a “Master Plan” within the meaning of the UDO.

(f) **Subarea FDPs and Subarea PIPs.** Consistent with and in implementation of the TransPort FDP and the TransPort PIP, development within each Subarea of the TransPort Property will be subject to the more specific terms and conditions to be set forth in corresponding Subarea FDP (and Subarea PIP incorporated therein) to be processed as contemplated in the TransPort FDP. Subarea FDPs will be Subarea “Master Plans” within the meaning of the UDO.

(g) **Site Plans; Plats; SIAs; Approved Civil Plans; Reimbursement Agreements.** Site Plans and Plats will provide the final, detailed and most specific site planning for development of specific Sites within the various Subareas of the TransPort Property. Public Improvements will be constructed in accordance with applicable Approved Civil Plans and related SIAs the City has reviewed and approved in connection with, as may be applicable, Development Applications for Subarea FDPs, Subarea PIPs, Site Plans and Plats. Consistent with and in implementation of the more general concepts addressed in the Development Agreement and this Interim Facilities Agreement, Reimbursement Agreements may be entered into to address the terms, methods and other matters for reimbursement of costs incurred in connection with design and construction of

Public Improvements that are identified during the processing and approval of Subarea FDPs, Subarea PIPs, Site Plans and/or Plats and related Approved Civil Plans as being eligible for reimbursement in accordance with Section 2.10.

1.07 No Obligation to Develop Sites. This Interim Facilities Agreement will not be construed as creating an implied obligation upon any Landowner, Developer, the Management District or any other TransPort District to develop any or all of the Project or to construct any Public Improvements. Neither any Landowner, Developer the Management District nor any other TransPort District will have liability arising under this Interim Facilities Agreement to City, to any other Party, or to any third party, for failure to develop all or any of the Project or all or any of the Public Improvements. However, each of the other TransPort Documents will be fully enforceable in accordance with its terms and conditions, and this Section 1.07 will not be construed as relieving any Party (or any non-Party TransPort District, Developer or Applicant) of any express obligation: (i) to cause the design, construction and/or Dedication of Public Improvements pursuant to an SIA; (ii) imposed or required by another TransPort Document; or (iii) to the extent not in conflict with an express provision of the TransPort Documents, imposed pursuant to applicable City Regulations.

1.08 Term. This Interim Facilities Agreement will remain in force and effect until the later of the dates on which (i) the Permanent Condition is achieved for the entirety of the TransPort Property; (ii) with respect to all Incorporated Components and any other Permanent Facilities constructed during the Interim Condition period, Dedication and Final Acceptance occurs; and (iii) expiration of the “Vesting Period” under and as defined in the Development Agreement.

ARTICLE 2

GENERAL PUBLIC IMPROVEMENT AND MUNICIPAL SERVICES OBLIGATIONS

2.01 Municipal Facilities and Municipal Services. In accordance with applicable City Regulations, the City is responsible for providing Municipal Services to serve development of the Project and for causing Municipal Facilities to be constructed and extended from other areas of the City to the TransPort Property, although the Management District or other Applicant may, without obligation under this Interim Facilities Agreement to do so and subject to reimbursement pursuant to Section 2.10, elect to design and construct such Municipal Facilities extensions before the time at which applicable City Master Plans identify the City anticipates completing such Municipal Facilities extensions. Without limitation of the foregoing, the City from time to time updates its capital improvement plan and applicable City Master Plans regarding, *inter alia*, the projected timing of and costs for the City to cause construction and extension of Municipal Facilities. In the course of completing applicable City Master Plans and capital improvement plan updates, the City will undertake to identify Public Improvements anticipated to be constructed (or previously constructed) within or otherwise serving the Project that the City anticipates requiring (or previously has required) to be over-sized, that are regional facilities as defined in then-current City Regulations and/or which otherwise will provide capacity that benefits and/or serves both the Project and Proximate Projects. The Management District or other Applicant which incurred costs to design and construct such Public Improvements will be eligible for reimbursement pursuant to Section 2.10.

2.02 Interim Condition; Permanent Condition. As of the Effective Date, Municipal Facilities to provide various Municipal Services at the time the Signatories anticipate development of the TransPort Property will commence are not located in the vicinity of the TransPort Property and it is anticipated that the City may not have incorporated some or all of such Municipal Facilities into the City's capital improvement plan and applicable City Master Plans updates, and may not have extended pertinent Municipal Facilities to connect to the pertinent Interim Facilities at the Designated Connection Point at the time the Signatories anticipate development of the TransPort Property will commence. Accordingly:

(a) **Interim Condition; Transition Plan.** In order to commence development of Sites within the TransPort Property prior to the City extending Municipal Facilities to the TransPort Property, Developers, Applicants, the Management District and/or other TransPort Districts may, without obligation under this Interim Facilities Agreement to do so, elect to cause the design, construction and financing of Interim Facilities. Except as otherwise set forth in or necessary to implement this Interim Facilities Agreement, Interim Facilities will be designed in accordance with applicable City Regulations as in effect when pertinent Development Applications are submitted. The design of Interim Facilities will be subject to City review and approval in the normal course of the City's development review process for the pertinent Development Applications (e.g., for Subarea PIPs, Site Plans, and Plats, as applicable). As part of such development review process, the Applicant and the Management District (or other applicable TransPort District) will identify the proposed Incorporated Components and Retained Components, any City-approved deviations from or exceptions to Public Improvement design and engineering criteria otherwise applicable pursuant to City Regulations will be documented, City-approved conditions anticipated to trigger transition to the Permanent Condition will be documented, and a preliminary Transition Plan reflecting the City-approved Incorporated Components and Retained Components will be prepared. Such matters will be documented in the corresponding Approved Civil Plans and/or in a related SIA. The preliminary Transition Plan may be incorporated in the SIA or may be a stand-alone document, and may be updated and refined in connection with the processing of subsequent Development Applications as new information is developed. Generally, the Signatories anticipate the Management District (or another TransPort District) will own, operate and maintain the Interim Facilities, although some elements of the Interim Facilities that serve a particular Site or Sites may be privately owned, operated and maintained by, as applicable, the Developer(s), Landowner(s), Owner(s) of such developed Site(s) and/or an Owners Association.

(b) **Transition to Permanent Condition.** A particular Interim Facilities system (e.g., water system, sanitary sewer system, etc.) or phase thereof will transition to the Permanent Condition when the City's system for the corresponding category of Municipal Facilities is fully constructed, extended to and connected to the pertinent Interim Facilities at the Designated Connection Point, and operational to support then-existing and planned development within the TransPort Property or a distinct Phase of the Project. Different categories of the Interim Facilities (e.g., water, sanitary sewer, etc.) may transition to the Permanent Condition at different points in time, and the transition may be implemented in a phased manner. The City and the Management District will coordinate to implement the transition for each particular Interim Facilities system or phase thereof

pursuant to the Transition Plan to be developed as contemplated in Section 2.02(a), as it may be adjusted based on then-current circumstances. Once the Permanent Condition is achieved and the Implementation Plan is implemented for a particular Interim Facilities system or distinct phase thereof, the Management District and/or pertinent Developer will Dedicate the pertinent Incorporated Components to the City pursuant to Sections 2.07 and 2.08, and will decommission those components of the Interim Facilities system that are neither Incorporated Components nor Retained Components. Retained Components will not be Dedicated to the City, will not be decommissioned, and will be owned, operated and maintained for the period of their useful life by a TransPort District, an Owners Association or, if applicable, Owner(s) of developed Site(s) served by such Retained Components.

(c) **Permanent Condition.** The Permanent Condition will be established when the City has caused the Municipal Facilities to be constructed and extended to the Designated Connection Point for a pertinent Interim Facilities system such that the City is in position to provide Municipal Services to the TransPort Property or Subarea thereof at an equivalent service level and on the same generally applicable terms and conditions as the City provides such Municipal Services to other areas within the City. Once the Permanent Condition is achieved for the TransPort Property or Phase thereof, the City will own, operate and maintain the pertinent Permanent Facilities pursuant to Sections 2.07, 2.08 and 2.09.

2.03 Public Improvements Obligations. The TransPort FDP contemplates distinct and independent Subareas within the Project, each of which Subareas are intended to be developed independently of but in coordination with the other Subareas, including but not limited to phased construction of Public Improvements as contemplated by the TransPort PIP and as to be further refined, specified and depicted in the applicable Subarea PIPs. Design, construction, financing and development of the Public Improvements necessary for development of and internal to the TransPort Property generally will be the obligation of the pertinent Applicant (including those Public Improvements which the Management District or other TransPort District undertakes to cause to be financed and constructed pursuant to Article 6). As to be documented in related Approved Civil Plans and/or SIAs the Applicant will be responsible for causing the financing of the entire cost of planning, designing and constructing the Public Improvements and related and incidental activities, including off-site property or easement acquisition, which such Party is obligated to cause to be financed and constructed pursuant to the TransPort PIP and/or applicable Subarea PIP. Subject to the foregoing and Section 2.04, if a then-current City Master Plan conflicts with the general concepts identified in the Development Agreement and this Interim Facilities Agreement at the time of Site Plan submittal, the design, sizing and construction of the affected to-be-constructed Incorporated Components will comply with such then-current approved City Master Plan. The Public Improvements will be designed and constructed in compliance with Approved Civil Plans that are produced and reviewed in accordance with applicable City Regulations in effect at the time the pertinent Development Application is submitted, as such City Regulations may be modified in the TransPort FDP, TransPort PIP, this Interim Facilities Agreement, or the applicable Subarea FDP and Subarea PIP. The Developer of Sites within the TransPort Property will be responsible for, and the pertinent Landowner will be released from, performance of any obligations initially attributed to the Landowner under this Interim Facilities Agreement. The City will accept performance of such obligations by the applicable Developer irrespective of whether the Developer directly undertakes the pertinent development activity(ies)

or causes such development activity(ies) to be performed by a third party on behalf of the Developer, by an Owners Association, by the Management District, or by another TransPort District; provided, however, if such performance requires the Dedication, conveyance or encumbrance of a portion of the TransPort Property that such Landowner owns, the Landowner will not be released from the obligation to effect such Dedication, conveyance or encumbrance.

2.04 Master Utility Studies. As of the Effective Date, the Master Utilities Reports consist of (i) TransPort Colorado FDP Amendment, Master Utility Report for TransPort Colorado, CVL Project # 8.13.02921.03; and (ii) TransPort Colorado – Sub-Area 1, Master Utility Report for TransPort Colorado – Sub-Area 1, CVL Project # 8.13.02921.03. The Master Utility Studies provide more specific engineering assessments of Public Improvements that will be required for development of the Project, and will be further refined through the Development Application review process for the various Subareas of the Project. The Management District and Developers, as applicable, will be entitled to rely on the approved Master Utility Studies in preparing Subarea PIPs, subsequent Development Applications and the materials for applicable Approved Civil Plans.

2.05 Phasing of Public Improvements. The specific scope of Public Improvements required to serve development within a Subarea, the Phasing and/or sub-Phasing of such Public Improvements, the determination of whether such Public Improvements will comprise Interim Facilities, Incorporated Components and Permanent Facilities (or Retained Components), and the Transition Plan for integrating Incorporated Components into the Permanent Facilities at a later date will be incorporated into the pertinent Subarea PIP, applicable subsequent Development Applications and any related SIA and/or Approved Civil Plans. The applicable Phase or sub-Phase of such Public Improvements must be developed in conjunction with other horizontal and vertical improvements pursuant to the Site Plan(s) for such Phases or sub-Phases. Development in any particular sequence is not required. However, all of the Public Improvements designated for Phasing and/or sub-Phasing pursuant to a pertinent Subarea PIP must be developed in a manner and time period that will ensure the availability of such Phase or sub-Phase of Public Improvements to provide services to the development that occurs in the applicable Phase or sub-Phase of the Project as required under the Subarea FDP, Subarea PIP and/or Site Plan.

2.06 Cooperation in Development of Public Improvements. As a general matter, and subject to any more specific terms, conditions, limitations and obligations to reimburse the City as set forth in Article 3 and Article 4, the City and the pertinent Applicant will cooperate in obtaining necessary permits and approvals required by other governmental or quasi-governmental entities in order to develop the Interim Facilities and other Public Improvements that will serve the TransPort Property. If required by the governmental or quasi-governmental entities from which such permits and/or approvals are required, the City will apply for any such permits and/or approvals in its name or in the joint names of the City and the Applicant (or the Landowner, if the Landowner is not the Applicant). The City will incur no liability to the Applicant or any other Party if such governmental or quasi-governmental entities do not issue necessary permits and approvals, despite the concerted, good faith efforts of the City.

2.07 Facilities Control. The Management District or other applicable TransPort District will be responsible for ownership, operation and maintenance of Incorporated Components that are District-Eligible until such time as they are integrated into the Permanent Facilities by

Dedication to (pursuant to Section 2.08(d)) and Final Acceptance by (pursuant to Section 2.09(b)) the City, at which time the Incorporated Components will be deemed to be Permanent Facilities. Upon Dedication and Acceptance of Incorporated Components and other Permanent Facilities when the Permanent Condition is achieved pursuant to Section 2.02(c), the City will have exclusive management, operation, and control of the Permanent Facilities. The City may use or allow others to use the capacities in the Permanent Facilities; provided, however, that (i) the capacities developed by a Developer, the Management District or another TransPort District at such Party's cost will be reserved for the benefit of the TransPort Property or applicable Phase thereof, and (ii) if the City utilizes such capacity or portion thereof to serve Proximate Properties, the City will provide replacement or alternative capacities (at no additional cost or expense to any Developer, TransPort District or Landowner) in such a manner as to not impede, delay or constrain development of the TransPort Property or applicable Phase thereof. If the City is unable to timely provide such replacement or alternative capacities as and when needed, a Developer, the Management District or another TransPort District may do so subject to reimbursement pursuant to Section 2.10. As provided in Section 2.02(b), subject to the City's purchase right pursuant to Section 2.10, the Management District or other applicable TransPort District will decommission any Interim Facilities that are neither Incorporated Components nor Retained Components.

2.08 Dedication. Notwithstanding any express or implicit conflict with any provision of the City Regulations or of the Annexation Agreement, Dedication of land and Public Improvements in connection with Public Improvements obligations addressed in this Interim Facilities Agreement will be accomplished, at no cost to the City unless Section 2.10 provides otherwise, as follows:

(a) **Fee Ownership.** Dedication of a fee title ownership interest in real property relating to Public Improvements obligations and public land Dedication requirements typically will be accomplished by Recording of a special warranty deed, but also may be accomplished in appropriate circumstances by Recording of a Plat. If required in order to facilitate construction of Public Improvements by another Party or by a Proximate Project, such Dedications will be accomplished by the applicable Landowner's execution and delivery to the City (or other applicable party) of a special warranty deed without the requirement of a Plat.

(b) **Easements and Similar Lesser Estates.** Dedication of easements or other lesser estates in land typically will be accomplished by Recording of an easement agreement or similar instrument, but also may be accomplished in appropriate circumstances by Recording of a Plat.

(c) **Status of Title.** All Dedications of a fee interest, easement or similar lesser estate in land (whether accomplished by Recording of a special warranty deed, easement agreement or otherwise) will be (i) free and clear of (A) all monetary liens, and (B) any non-monetary encumbrances that are materially inconsistent with the purpose(s) for which City or other governmental or quasi-governmental entity is acquiring the real property interest and any related Public Improvements located therein; and (ii) at the grantor's sole election, subject to a reservation to the grantor of the Mineral Estate; provided, however, that any such reservation to the grantor, without the grantee's consent (not to be unreasonably withheld, conditioned or delayed), must be coupled with an express and

irrevocable waiver and relinquishment of any and all rights to enter upon or utilize the surface of the land being Dedicated in any manner for the purpose of exploring for, extracting or developing the reserved Mineral Estate.

(d) **Permanent Facilities.** Dedication of Incorporated Components and other Public Improvements that are Permanent Facilities will be accomplished by delivery to the City (or other governmental entity, as applicable) of a bill or sale or similar instrument in the form of a special warranty conveyance, together with appropriate mechanics' lien waivers and assignments of applicable contractor/supplier warranties. The timing of Dedication will be:

(i) with respect to Incorporated Components, at the time the Transition Plan is implemented for the particular Interim Facilities system and such Public Improvements are integrated into the Municipal Facilities as Permanent Facilities; and

(ii) with respect to Public Improvements constructed after the Permanent Condition is achieved or otherwise as Permanent Facilities in the first instance, at such time as the pertinent Public Improvement(s) are, or discrete Phase or functionally independent segment of such Public Improvement(s) is, substantially completed and the City has inspected and concurrently granted Preliminary Acceptance of the same.

2.09 Acceptance. Notwithstanding any express or implicit conflict with any provision of the City Regulations or of the Annexation Agreement, Acceptance of land and Public Improvements will be accomplished as follows:

(a) **Fee Ownership; Other Real Property Interests.** Recording of the Plat, special warranty deed or other instrument by which Dedication occurs of land or a real property interest therein pursuant to clause (a) through (c) of Section 2.08 will constitute Final Acceptance of such land or real property interest therein. Preliminary Acceptance will not apply with respect to land or property interests therein.

(b) **Incorporated Components.** Delivery to and the City's acceptance of the instrument effecting Dedication pursuant to Section 2.08(d)(i) will constitute the City's Final Acceptance of Incorporated Components. Incorporated Components will not be subject to Preliminary Acceptance, a warranty period or warranty collateral, but the Transition Plan may provide for City inspection and a procedure for correcting any then-existing physical defects or deficiencies that directly impact operational integrity to return such improvement to its original design standard (but which will not be construed to include upgrading to then-current design or construction standards if different than those which applied at the time of original construction). A one (1) year warranty period will apply to the scope of work performed to correct such matters, subject to City re-inspection and Final Acceptance as provided in Sections 2.09(c)(ii) and 2.09(c)(iii).

(c) **Public Improvements Generally.** With respect to Public Improvements that are Dedicated pursuant to Section 2.08(d)(ii):

(i) Upon receipt of a written request for inspection and Acceptance, the City will promptly complete its inspections, will grant Preliminary Acceptance of such Public Improvements (or identify in writing all matters requiring correction in order to obtain Preliminary Acceptance), and will release any assurance of completion relating to such Public Improvements (other than warranty collateral, if any) upon satisfaction of applicable requirements. Preliminary Acceptance will be contingent upon satisfactory completion of all construction, City required inspections and delivery of an executed bill of sale to effect Dedication of the Permanent Facilities and to the City.

(ii) Upon expiration of the one (1) year warranty period, the City's re-inspection, and resolution of any warranty matters, the City will promptly grant Final Acceptance of such Public Improvements and release warranty collateral, if any, relating to such Public Improvements.

(iii) The City will not unreasonably withhold, condition or delay issuance of Preliminary Acceptance or Final Acceptance.

2.10 Cost Reimbursements; Acquisitions at Fair Market Value. The Management District (or, as applicable, a particular Developer or another TransPort District) will generally be responsible for all Public Improvements located within and required to serve the Project, but may be entitled to reimbursement of equitable portions of the costs incurred to design and construct Public Improvements which (i) are Incorporated Components and otherwise appropriate for reimbursement under then-current City Regulations; and/or (ii) the City requires to be over-sized and/or which otherwise benefit Proximate Projects and/or (iii) which are regional facilities as defined in then-current City Regulations. Additionally, without obligation under this Interim Facilities Agreement to do so, the City may elect to purchase at then-current fair market value any Interim Facilities that were not initially constructed or identified to be Incorporated Components or Retained Components, and which otherwise would be subject to de-commissioning, in order to re-purpose such Interim Facilities (by way of example only, wells constructed as part of the Interim Water Infrastructure pursuant to Section 3.04(a)). Specific Public Improvements that are eligible for reimbursement, and the reimbursable costs therefor, will be identified through the Development Application review process in accordance with then-current City Regulations and will be documented in applicable SIAs and Reimbursement Agreements, and also may be addressed and documented through other mechanisms that applicable City Regulations then in effect provide for such purposes (e.g., Street Improvement Districts, Aurora Regional Improvement Authorities, and similar or successor mechanisms).

ARTICLE 3 WATER

3.01 Water Service. As of the Effective Date, the TransPort Property is not in the vicinity of existing Municipal Facilities that are necessary to provide either Interim Water Service or Permanent Water Service at the time the Signatories anticipate development of the TransPort Property will commence. Accordingly, and subject to City review and as provided in this Article 3, the pertinent Applicant may, without obligation under this Interim Facilities Agreement to do so, undertake to cause Interim Water Service to be financed, designed, constructed, owned and

operated until the City has caused Municipal Facilities to be constructed and extended to the Designated Connection Point in order to establish Permanent Water Service sufficient to serve development of the Project.

3.02 Designated Connection Point. The Designated Connection Point for purposes of determining when the Permanent Condition has been achieved for the Permanent Water Infrastructure is at/proximate to the planned intersection of the East 32nd Avenue alignment and the Imboden Road alignment along the western boundary of the TransPort Property, at which the City's extension of a main (the "**Initial City Main**") will connect to the Management District's planned water main as reflected in the Master Utility Studies for TransPort Colorado, CVL Project # 8.13.02921.03 that are referenced in Section 2.04. As to be more fully set forth in the Transition Plan, the Permanent Condition will be established when the Initial City Main is connected and the City is operationally capable of providing Permanent Water Service to support both then-existing and either full or partial further build-out of the Project.

(a) **Supplemental Capacity.** The Initial City Main may not provide sufficient service capacity to support full build-out of the Project. Such service capacity may not exist until the City has extended one or more additional water mains, and the City may not complete such water main extensions ("**Final City Mains**") within a timeframe to support development of the Project at levels above that which can be served by the Initial City Main. To address such potential capacity shortfall issues and as to be established through the development review process and addressed in the related City-approved Transition Plans, the City may, in its discretion (i) require the Management District to Dedicate the wells, water storage tank facilities, treatment facilities and applicable mains and distribution line components of the Interim Water Infrastructure to the City, and the City will own, operate and maintain such Interim Water Infrastructure until the Final City Mains have been extended and connected in order to provide capacity to support full build-out of the Project; and (ii) obtain and utilize the Interim Water Supply as provided in Section 3.03(e).

(b) **Transitional Period.** The Transition Plan will provide for a minimum six (6) month transitional period within which all connections, integration, testing, Dedication and Acceptance of Incorporated Components, conveyance of the Annexable Groundwater to the City, and related matters will be accomplished and the Permanent Condition will be implemented.

3.03 Water Supply. Notwithstanding any conflicting provisions, terms and conditions of otherwise applicable City Regulations or of the Annexation Agreement, the water supply to support development of the Project will be provided in the Interim Condition and the Permanent Condition as follows:

(a) **Interim Water Supply; Annexable Groundwater.** During the Interim Condition, and subject to applicable provisions of the Management District Regulations:

(i) As of the Effective Date, WTLLC and RCLLP, respectively as applicable, own the Annexable Groundwater and will continue to own the Annexable Groundwater for the duration of the Interim Condition. WTLLC and

the Management District have entered into the Interim Water Lease, pursuant to which the Management District will have the right to utilize Annexable Groundwater as a source of supply to the Project during the Interim Condition. The Interim Water Lease will remain in effect, and will not be terminable until the Permanent Condition is achieved as provided in Section 3.02 and as to be set forth in the Transition Plan.

(ii) The Management District will develop and use the Annexable Groundwater (to the extent necessary as part of an integrated system, along with the Annexed Groundwater pursuant to Section 3.03(b)), to provide capacity for Interim Water Service to support then-existing and planned development within Phases of the Project) for the duration of the Interim Condition.

(iii) During any period prior to annexation of the Annexable Property, the Management District is expressly authorized to utilize the Annexable Groundwater to serve development within the Annexed Property (but not outside of the Project), notwithstanding the Annexable Groundwater being situated outside the City's municipal boundaries. After annexation of the Annexable Property, WTLLC and RCLLP, respectively as applicable, will retain ownership of the Annexable Groundwater during the Interim Condition and will not Dedicate the Annexable Groundwater to the City at the time of, or as a condition precedent to, annexation; provided, however, WTLLC and RCLLP will provide and the City will review the requisite information regarding the water rights associated with the Annexable Groundwater, including ownership thereof and any pertinent permits and water court decrees, and further provided that WTLLC and RCLLP, as applicable, will Dedicate and convey the Annexable Groundwater to the City once the Permanent Condition is achieved as provided in Section 3.02 and as to be set forth in the Transition Plan.

(b) **Interim Water Supply; Annexed Groundwater.** The City owns and will continue to own the Annexed Groundwater. For the duration of the Interim Condition, the Management District will have the right to develop and use the Annexed Groundwater, as and to the extent the Management District determines necessary, as part of an integrated system along with the Annexable Groundwater pursuant to Section 3.03(a). If the Management District elects to utilize the Annexed Groundwater, the City and the Management District will execute a water use agreement, generally in the City's then-current form and at the City's then-current usage rates, pursuant to which the Management District will have the right to utilize Annexed Groundwater as a source of supply to the Project during the Interim Condition, as approved by City Council in the original TransPort Interim Facilities Agreement dated February 17, 2007.

(c) **Interim Water Supply; Imported Nonpotable Water.** As an alternative to (or in addition to) utilizing Annexable Groundwater and/or Annexed Groundwater for nonpotable uses, WTLLC and/or the Management District will have the right to import from outside the City's municipal boundaries into and utilize within the TransPort Property a nonpotable water source for construction water, industrial and manufacturing uses and other nonpotable purposes and are sources that do not negatively impact the City water

supply or drought protection supplies (the “**Imported Nonpotable Water**”) Having verified that utilization of such source satisfies the foregoing criteria, the City has approved utilization of Imported Nonpotable Water pursuant to an agreement with Flying B²0, LLC. Subject to City review and approval to confirm that such other sources would satisfy the foregoing criteria, WTLLC and/or the Management District may propose sources of Imported Nonpotable Water other than or in addition to from Flying B²0, LLC. The Imported Nonpotable Water will remain physically segregated from, and will not be inter-mixed, stored or used with, and will not otherwise be integrated into the Interim Water Infrastructure utilized for, the Annexable Groundwater and the Annexed Groundwater. The City will have no financial or other obligations with respect to the Imported Nonpotable Water or the contract for such supply. The Imported Nonpotable Water will not be incorporated into the Permanent Water Supply pursuant to Section 3.03(e), but the Transition Plan may provide that the Interim Water Infrastructure which is utilized for the Imported Nonpotable Water will be a Retained Component and that use of the Imported Nonpotable Water may continue after the Permanent Condition is achieved for Water Service as contemplated in Section 3.04(a)(iii).

(d) **Interim Water Supply; Water Court Proceedings.** The Management District and the City will cooperate as follows with respect to any water court proceedings relating to the Interim Water Supply (excluding, however, the Imported Nonpotable Water):

(i) The Management District, with the City’s reasonable cooperation, will be responsible for any water court proceedings that are necessary or, in the Management District’s judgment, desirable relating to use of the Interim Water Supply, including but not limited to any required augmentation. The City’s cooperation will include review and comment generally, and execution of permit applications if the City’s execution thereof is required. The City will not oppose the Management District in such water court action, object to any such matters, or have approval rights regarding the terms of any decrees or permits the Management District seeks or obtains; provided, however, the City will have no obligation to incorporate into the Permanent Water Service any such permits, decrees or related improvements that contain terms, conditions or restrictions which the City has not approved. The Management District will reimburse Aurora for its reasonable third-party legal, engineering, and associated costs and fees incurred in cooperating in any such water court action.

(ii) The City reserves the right to claim and secure the legal right to irrigation return flows derived from the Annexable Groundwater and the Annexed Groundwater (but not from the Imported Nonpotable Water) during the Interim Condition. The City will be responsible for satisfying that portion of the two percent (2%) requirement pursuant to 2 CCR 402-6 which corresponds to the irrigation return flows the City claims and secures relating to the Annexable Groundwater and the Annexed Groundwater. In order to facilitate the City’s performance of its obligation pursuant to 2 CCR 402-6 and the City’s monitoring of total groundwater usage within the TransPort Property, the Management District will provide to the City, at a frequency and using forms the City approves, written

reports of the volume of Annexable Groundwater and, if applicable, Annexed Groundwater that is withdrawn for Interim Water Service. The City, with the Management District's reasonable cooperation (at no cost to the Management District), will be responsible for any water court proceedings that are desirable in the City's judgment relating to the City's use of the Annexable Groundwater and the Annexed Groundwater (but not use of the Imported Nonpotable Water), including but not limited to reuse of irrigation return flows and any required augmentation. The Management District's cooperation will include review and comment generally, and execution of permit applications if the Management District's execution thereof is required. The Management District will not oppose the City in such water court action, object to any such matters, or have approval rights regarding the terms of any decrees or permits the City seeks or obtains. Aurora will reimburse the Management District for its reasonable third-party legal, engineering, and associated costs and fees incurred in cooperating in any such water court action.

(iii) The Party seeking reimbursement pursuant to, as applicable, Section 3.03(d)(ii) or Section 3.03(d)(iii) will provide to the Party from whom reimbursement is sought copies of third-party invoices and supporting documentation on a monthly basis beginning at the end of the month in which the pertinent water court action application is filed. Such supporting documentation will include, by way of example but not limitation, third-party invoices for engineering and legal invoices submitted to the Party seeking reimbursement, redacted as necessary to prevent disclosure of privileged information.

(e) **Permanent Water Supply.** Once the City and the Management District have implemented the Transition Plan for the Permanent Water Infrastructure, the City will provide Permanent Water Service to the Project utilizing its Municipal Facilities water supply sources in accordance with the City's standard terms of water service to properties within the City pursuant applicable City Regulations. Once the City is delivering Permanent Water Service to the Project as provided in Section 3.02, and as applicable to provide supplemental Permanent Water Supply as provided in Section 3.02(a):

(i) If the Annexable Property has not been annexed, the Management District will assign to the City its rights as lessee under the Interim Water Lease, the Management District will not retain any rights to use of the Annexable Groundwater (except as may be separately agreed to address construction water, irrigation water or other nonpotable uses), and the City may utilize the Annexable Groundwater as a source of supplemental Permanent Water Supply.

(ii) If the Annexable Property has been annexed, the Interim Water Lease will terminate, WTLLC and RCLLP will Dedicate the Annexable Groundwater to the City, neither WTLLC, RCLLP nor the Management District will retain any rights to use of the Annexable Groundwater (except as may be separately agreed to address construction water, irrigation water or other nonpotable uses), and the City may utilize the Annexable Groundwater as a source of supplemental Permanent Water Supply.

(iii) If it has been executed, the water use agreement for Annexed Groundwater referenced in Section 3.03(b) will terminate, the Management District will not retain any rights to use of the Annexed Groundwater (except as may be separately agreed to address construction water, irrigation water or other nonpotable uses), and the City may utilize the Annexed Groundwater as a source of supplemental Permanent Water Supply.

3.04 Water Infrastructure. Notwithstanding any conflicting provisions, terms and conditions of otherwise applicable City Regulations or of the Annexation Agreement, the Public Improvements to deliver water service to support development of the Project will be provided in the Interim Condition and the Permanent Condition as follows:

(a) **Interim Water Infrastructure.** During the Interim Condition, and subject to applicable provisions of the Management District Regulations:

(i) The Management District or applicable Developer may undertake to cause the Interim Water Infrastructure to be financed, designed, permitted and constructed. Parts of the Interim Water Infrastructure (including any components that connect to interim treatment facilities during the Interim Condition) may be identified as and constitute Incorporated Components or Retained Components.

(ii) It is anticipated that initial Phases of the TransPort Project will be served by wells which are permitted for withdrawal of the Annexable Groundwater, but that wells which are permitted for withdrawal of the Annexed Groundwater may be phased in and utilized during the Interim Condition if necessary to support the anticipated pace of development within the TransPort Project. The wells anticipated within the Annexable Property consist of up to four sites located within the eastern half of Section 29 (two in the northeast quarter and two in the southeast quarter). The wells anticipated within the Annexed Property, if needed, consist of up to four sites located within the north half of Section 28 (two in the northwest quarter and two in the northeast quarter). During the Interim Condition, the Management District will be solely responsible for compliance with applicable permit and operational regulatory requirements applicable to the Interim Water Infrastructure. When the Permanent Condition is achieved as provided in Section 3.02 and as to be set forth in the Transition Plan, the City may elect: (A) to designate wells, related water storage tank and water treatment facilities, and other designated infrastructure elements as Incorporated Components that will be Dedicated to and Accepted by the City, and the City will thereafter be solely responsible for compliance with applicable permit and operational regulatory requirements applicable to, and for ultimate decommissioning of, the wells and related water storage tank and water treatment facilities; or (B) not to incorporate designated elements into the Permanent Condition, in which case the Management District will decommission such elements (if they are not designated as Retained Components) in a format approved by the City.

(iii) With respect to the Interim Water Infrastructure required to deliver and store the Imported Nonpotable Water, it is anticipated that WTLLC and/or the Management District will cause the design, construction, any required permitting for, and will own, operate and maintain, a separate system for the Imported Nonpotable water, including piping, pumping and related improvements, together with a pond having a storage capacity of up to approximately 127 acre-feet located within Subarea 3. If WTLLC or the Management District, as applicable, so requests, it is contemplated that the Transition Plan will designate the Interim Water Infrastructure utilized for the Imported Nonpotable Water as part of the Retained Components, and such infrastructure will remain in commission after the Permanent Condition is achieved in order to facilitate continued use of the Imported Nonpotable Water within the TransPort Property.

(iv) The City will have no financial or operational obligation with respect to the Interim Water Infrastructure during the Interim Condition, but will reasonably cooperate (at no cost to the City) with the Management District's applications for wells, treatment facilities and required applications to governmental authorities other than the City. The City's execution of pertinent well permit applications for the Interim Water Supply (excluding the Imported Nonpotable Water) is hereby authorized to be accomplished administratively and without the requirement of further City Council action.

(v) The Interim Water Infrastructure will be designed to comply with applicable City Regulations and related engineering requirements (and applicable permitting and technical requirements of the State, Colorado Department of Health and Environment, Tri-County Health Department and other governmental entities exercising jurisdiction as to particular regulatory requirements), subject to City review and incorporation into the Approved Civil Plans as part of the normal Development Application review process for Subarea FDPs, Subarea PIPs, Site Plans, Plats and related Master Utility Studies. These review/approval processes also will account for, address and refine, to the extent possible at each of the applicable steps in the process: (i) identification of Incorporated Components and Retained Components, and the process for, as applicable, (A) incorporating the Incorporated Components, as the City determines in its discretion, into the Permanent Water Infrastructure; and (B) decommissioning those components of the Interim Water Infrastructure which are neither Incorporated Components nor Retained Components; and (ii) the equitable share of costs, and method of reimbursement, for Incorporated Components, Retained Components and any other components of the Permanent Water Infrastructure that the City required to be over-sized or which otherwise benefit Proximate Properties.

(b) **Permanent Water Infrastructure.** The City will utilize its Municipal Facilities water treatment and distribution infrastructure, including the Permanent Water Infrastructure and any Incorporated Components thereof, to provide Permanent Water Service to the TransPort Property.

3.05 Operation of Water System. Notwithstanding any conflicting provisions, terms and conditions of otherwise applicable City Regulations or of the Annexation Agreement, the Management District will be the provider of Interim Water Service to the Project and the Utility Enterprise will be the provider of Permanent Water Service to the Project, and the Public Improvements to deliver water service to support development of the Project will be provided in the Interim Condition and the Permanent Condition as follows:

(a) **Interim Water Service**. During the Interim Condition, and subject to applicable provisions of the Management District Regulations:

(i) The Management District will be solely responsible for compliance with applicable permit and operational regulatory requirements applicable to the delivery of Interim Water Service within the TransPort Property.

(ii) The Management District will be the sole provider of Interim Water Service to users within the Project, will deliver and bill for such services on terms and at rates as it determines appropriate, and will collect, retain and utilize such revenues to fund operation and maintenance of the Interim Water Service and the Interim Water Infrastructure. The rate for water service will not be less than the then-current City rates for water service within other areas of the City.

(iii) The Management District may establish, impose, collect, retain and utilize capital fees, at rates established by the Management District, for connections that users within the Project make to the Interim Water Service system. The rate of tap/connection fees will not be less than the then-current City tap/connection fee, the Management District will remit to the City the amount of the City's then-current tap/connection fee, and will retain and utilize supplemental tap/connection fee revenue (if any, to the extent such rates exceed the City's then-current rates) to finance Interim Water Infrastructure. Such funds will not be construed to be a "pre-payment" of City tap/connection fees, but will constitute current payment of tap/connection fees to the City for connection made to the Interim Water Infrastructure, being the City's then-current method of delivering such services in accordance with the terms and conditions of the Development Agreement and this Interim Facilities Agreement.

(iv) Interim Water Service will be limited only to the TransPort Property, and the Management District will not provide Interim Water Service to properties outside of the TransPort Property (unless the City separately authorizes, which is neither intended nor anticipated).

(v) The City/Utility Enterprise will not charge or collect any fees for the provision of water service to users within the Project, and will not charge or collect any connection fees to users within the Project for connection to the Interim Water Service system (the Management District having collected from such users, and remitted to the City, the City's then-current tap/connection fees at the time of connection to the Interim Water Infrastructure pursuant to Section 3.05(a)(iii)).

(b) **Permanent Water Service.** Once the City and the Management District have implemented the Transition Plan for the Permanent Water Infrastructure as provided in Sections 3.02 and 3.04(a)(ii) and as to be set forth in the Transition Plan, the City will be the sole provider of Permanent Water Service to then-existing and future users within the Project. The City will charge and collect fees from new users at the time of initial connection to the Permanent Water Service system, but will not charge and collect any tap/connection fees from existing users who were receiving Interim Water Service (the Management District having previously collected from such existing users, and remitted to the City, the City's then-current tap/connection fees at the time of connection to the Interim Water Infrastructure pursuant to Section 3.05(a)(iii)). The City will bill all users receiving Permanent Water Service on the same generally applicable terms, conditions and rates as it provides such services to other areas within the City. The Management District will no longer charge or collect any tap/connection fees or fees for the provision of water service to users who are receiving Permanent Water Service from the City.

ARTICLE 4 SANITARY SEWER

4.01 Sanitary Sewer Service. The City operates Municipal Facilities and provides Municipal Services for sanitary sewer collection and treatment in accordance with a Sewage Treatment and Disposal Agreement with Metro Wastewater pursuant to which the City contracts for wastewater treatment capacity in connection with the City's provision of sanitary sewer services (as in effect from time to time, the "**Metro Wastewater IGA**"). As of the Effective Date, the TransPort Property is not in the vicinity of existing Municipal Facilities or Metro Wastewater treatment facilities that are necessary to provide either Interim Sanitary Service or Permanent Sanitary Service at the time the Signatories anticipate development of the TransPort Property will commence. Subject to City review and as provided in this Article 4, the pertinent Applicant may, without obligation under this Interim Facilities Agreement to do so, undertake to cause Interim Sanitary Infrastructure to be financed, designed, constructed, owned and operated in order to provide Interim Sanitary Services to support development of the Project until the City or the Management District has caused Municipal Facilities to be constructed and extended to the Designated Connection Point in order to establish Permanent Sanitary Service. Such Interim Sanitary Infrastructure will be designed, constructed and operated, and Interim Sanitary Service will be provided, in accordance with this Interim Facilities Agreement, applicable City Regulations, the Metro Wastewater IGA and the Subarea 1 IGA (and any amendment, supplement or separate IGA as described in Section 4.02(d)).

4.02 Subarea 1 IGA. The City and Metro Wastewater have entered into the Subarea 1 IGA, a copy of which is attached at Exhibit C, which is a specific application of the Metro Wastewater IGA to Subarea 1 of the Project (as such Subarea is depicted in the Master Utility Studies for TransPort Colorado, CVL Project # 8.13.02921.03 that are referenced in Section 2.04). Among other matters, the Subarea 1 IGA provides that Metro Wastewater has allocated to Subarea 1 of the Project a maximum sanitary sewer treatment volume of 0.4 million gallons per day. The provision of Interim Sewer Service and Permanent Sewer Service within Subarea 1 of the Project will be subject to, and will be implemented in a manner which complies with, the Subarea 1 IGA, Master Utility Studies, and, as otherwise applicable, the Metro

Wastewater IGA. Without limitation of the foregoing, prior to establishment of the Permanent Condition with respect to sanitary sewer:

(a) **Required Connection and Decommissioning.** Permanent Sanitary Service within Subarea 1, inclusive of required connections to the Permanent Sanitary Infrastructure and decommissioning of OWTS and other Interim Sanitary Infrastructure that is not designated as Incorporated Components, will be implemented in accordance with Paragraph 3 of the Subarea 1 IGA (as the same may be amended or supplemented).

(b) **Connection and Service Fees.** As provided in Section 4.05(a) and pursuant to Paragraph 4 of the Subarea 1 IGA, the City will remit to Metro Wastewater applicable connection charges at the time of connection to the centralized Interim Sanitary Infrastructure, and Metro Wastewater will not impose, collect or receive charges for the provision of Interim Sanitary Service.

(c) **Tracking of Allocated Capacity.** On an ongoing basis, the Management District will measure, track, document and, in connection with the development review process for each Development Application for Sites within Subarea 1 of the Project, report to the City the aggregate actual and projected wastewater flow capacity (of the maximum 0.4 million gallons per day) within Subarea 1. The Management District Regulations will establish requirements mechanisms for the reporting and tracking of the aggregate actual wastewater flow within Subarea 1 and other Subareas during the Interim Condition. The aggregate actual flow rate of users connected to the centralized Interim Sanitary Infrastructure operated by the Management District and users of privately operated OWTS for individual Sites will be calculated utilizing the methodology set forth in applicable City Regulations. Pursuant to Paragraph 6 of the Subarea 1 IGA, the City will initiate negotiations with Metro Wastewater to increase the maximum to a volume greater than 0.4 million gallons per day immediately upon or prior to the aggregate actual wastewater flow within Subarea 1 reaching 75% of the 0.4 million gallons per day limit.

(d) **Other Subareas.** Immediately upon receipt of the initial Development Application for any other Subarea of the Project, the City will commence negotiation with Metro Wastewater to either amend the Subarea 1 IGA or enter into a separate IGA that establishes the wastewater flow capacity and other terms applicable to such Subarea; subject, however, to required connection to Permanent Sanitary Infrastructure pursuant to Section 4.02(a). If an Amended Subarea 1 IGA and/or separate IGAs for other Subareas are executed, such agreements will be deemed and construed to be incorporated into this Interim Facilities Agreement on their applicable effective dates without the need of further action or amendment to this Interim Facilities Agreement, and will be applied and implemented in similar manner to the Subarea 1 IGA as initially set forth in this Interim Facilities Agreement.

(e) **Wastewater Discharge.** During both the Interim Condition and the Permanent Condition, all wastewater must be discharged into a City-approved groundwater basin in a manner which ensures the City's adherence to groundwater rights rules and restrictions.

4.03 Designated Connection Point. In coordination with Metro Wastewater and in accordance with the Metro Wastewater IGA, the City periodically updates the City Master Plan for sanitary sewer infrastructure (i.e., the Aurora Wastewater Master Plan) to reflect then-current capital infrastructure planning for Municipal Facilities that are anticipated to be required in order to extend the City's sanitary sewer collection infrastructure for connection to Metro Wastewater's existing or planned sanitary sewer treatment facilities. The Metro Wastewater IGA and applicable City Master Plan for sanitary sewer infrastructure in effect as of the Effective Date have not identified a final solution for the location of Metro Wastewater treatment facilities or the extension of Municipal Facilities in order to establish Permanent Sanitary Service to the TransPort Property. Accordingly, as of the Effective Date, it is not possible to specifically establish the location of the Designated Connection Point for purposes of determining when the Permanent Condition has been achieved for the Permanent Sanitary Infrastructure and the City's provision of Permanent Sanitary Service. In order to establish the exact location of such Designated Connection Point:

(a) **City Master Plan.** The City will incorporate into its City Master Plan update process and account for any centralized Interim Sanitary Infrastructure that are identified in approved or pending Subarea FDPs as being intended to become Incorporated Components.

(b) **Subarea PIPs.** At the time of each Development Application for a Subarea PIP, the Applicant will propose and the City will review Interim Sanitary Infrastructure that is designed to comply with then-current City Regulations, including applicable City Master Plans, the Metro Wastewater IGA and, as applicable, the Subarea 1 IGA and any amendment, supplement or separate IGA as described in Section 4.02(d). The Signatories intend that the final location of the Designated Connection Point for purposes of determining when the Permanent Condition has been achieved for the Permanent Sanitary Infrastructure will be specified and documented in the applicable Subarea PIP based on the then-current City Master Plan update which has been developed to the point that enables specific identification of the Designated Connection Point.

(c) **Transition Plan.** As to be more fully set forth in the Transition Plan, the Permanent Condition will be established by the City's (or, pursuant to Section 4.04(c), the Management District's or applicable Developers') extension of appropriately sized Municipal Facilities to the Designated Connection Point such that the City is operationally capable of providing Permanent Sanitary Service to the then-developed Sites and Phases and to the to-be-developed Sites and Phases. The Transition Plan will provide for a minimum six (6) month transitional period within which all connections, integration, testing, Dedication and Acceptance of Incorporated Components, and related matters will be accomplished and implemented.

4.04 Sanitary Sewer Infrastructure. Notwithstanding any conflicting provisions, terms and conditions of otherwise applicable City Regulations or of the Annexation Agreement, the Public Improvements to deliver sanitary sewer service to support development of the Project will be provided in the Interim Condition and the Permanent Condition as follows:

(a) **Interim Sanitary Infrastructure.** During the Interim Condition, and subject to applicable provisions of the Management District Regulations (which will incorporate applicable requirements of the Metro Wastewater IGA, the Subarea 1 IGA and any amendment, supplement or separate IGA as described in Section 4.02(d)):

(i) Subject to the requirements, flow rate limitations and other terms and conditions set forth in the Subarea 1 IGA and any amendment, supplement or separate IGA as described in Section 4.02(d), on-site wastewater treatment systems that are privately owned, operated and maintained in accordance with applicable permitting and technical requirements of the State, Colorado Department of Health and Environment, Tri-County Health Department, Metro Wastewater and any other governmental entity exercising jurisdiction over such matters (“OWTS”) may be utilized as the initial sanitary sewer solution for individual Sites within initial Phases of the TransPort Project. It is anticipated that the Owner of a developed Site utilizing OWTS will own the OWTS, will be solely responsible for compliance with applicable permits, technical and operational regulatory requirements applicable to the OWTS (e.g., the State, Colorado Department of Health and Environment, Tri-County Health Department and any other governmental entities exercising jurisdiction as to particular regulatory requirements), and will be responsible for all costs of operating and maintaining the OWTS. Neither the City nor the Management District will have any responsibility for installation, maintenance or operation of OWTS. Individual Owners’ utilization of OWTS to serve individual Sites will be subject to City review and approval as part of the Development Application review process for Site Plan and/or Plat approval, as applicable. The Management District Regulations will establish, and the Management District will enforce, terms and conditions upon which such Sites will be required to connect to proximate centralized Interim Sanitary Infrastructure and the applicable Landowner will be required to decommission the OWTS for such Site. Implementation of the Transition Plan for all or any distinct phase of the Permanent Sanitary Infrastructure will require that any Sites served by OWTS must connect to the centralized Interim Sanitary Infrastructure and the Owner of such Site must decommission the OWTS during the minimum six (6) month transitional period as provided in Section 4.03(c).

(ii) The Management District or applicable Developer may undertake to cause the centralized Interim Sanitary Infrastructure (excluding any OWTS systems) to be financed, designed, permitted and constructed. Parts of the centralized Interim Sanitary Infrastructure (including any components that connect to interim treatment facilities during the Interim Condition) may be identified as and constitute Incorporated Components or Retained Components. Without limitation of the foregoing, it is anticipated the Management District may cause the engineering, design, permitting and construction of a scalable modular wastewater treatment system having an initial average daily flow design value of 10,000 – 20,000 gallons per day, would expand the treatment capacity of such modular system as needed to support further development during the Interim Condition (subject to applicable flow rate maximums pursuant to the Subarea 1 IGA and any amendment, supplement or separate IGA as described in

Section 4.02(d)), and will own, operate and be responsible for regulatory compliance matters during the Interim Condition.

(iii) The City will have no financial or operational obligation with respect to the Interim Sanitary Infrastructure during the Interim Condition (or decommissioning thereof), but will reasonably cooperate (at no cost to the City) with the Management District's applications, if any, for treatment facilities and other required applications to governmental authorities other than the City. The City's execution of such permit and related applications for the Interim Sanitary System is hereby authorized to be accomplished administratively and without the requirement of further City Council action.

(iv) The Interim Sanitary Infrastructure will be designed to comply with applicable City Regulations and related engineering requirements (and applicable permitting and technical requirements of the State, Colorado Department of Health and Environment, Tri-County Health Department and other governmental entities exercising jurisdiction as to particular regulatory requirements), subject to City review and incorporation into the Approved Civil Plans as part of the normal Development Application review process for Subarea FDPs, Subarea PIPs, Site Plans, Plats and related Master Utility Studies. The Applicant's proposals will account for, address and refine, to the extent possible at each of the applicable steps in the process, and subject to City review and approval:

(A) the extent to which development within a Subarea will receive sanitary sewer service through OWTS or through centralized Interim Sanitary Infrastructure and, if served by OWTS, the triggers for requiring connection to, payment of then-applicable connection fees for and service from, as applicable, the centralized Interim Sanitary System or the Permanent Sanitary System;

(B) the then-current actual aggregate wastewater flow volume within the Subarea and the additional actual wastewater flow volume anticipated to result from development pursuant to the pertinent Development Application;

(C) identification of Incorporated Components and Retained Components and the process for, as applicable, (1) incorporating the Incorporated Components, as the City determines in its discretion, into the Permanent Sanitary Infrastructure; and (2) decommissioning those components of the Interim Sanitary Infrastructure which are neither Incorporated Components nor Retained Components and, for sites initially served by OWTS, requiring the applicable Landowner to decommission the OWTS and connect to the centralized Interim Sanitary Service system or the Permanent Sanitary Service system; and

(D) subject to Section 2.10, the equitable share of costs, and method of reimbursement, for Incorporated Components and any other

components of the Permanent Sanitary Infrastructure that the City required to be over-sized or which otherwise benefit Proximate Properties.

(b) **Permanent Sanitary Infrastructure.** Once the City and the Management District have implemented the Transition Plan for all or any distinct phase of the Permanent Sanitary Service, the City will provide sanitary sewer service utilizing its Municipal Facilities sanitary sewer treatment and collection infrastructure, including the Permanent Sanitary Infrastructure and any Incorporated Components thereof, in accordance with the City's standard terms of sanitary sewer service to properties within the City pursuant applicable City Regulations. No OWTS will be Incorporated Components of the Permanent Sanitary Infrastructure.

(c) **Participation in Development of Permanent Sanitary Infrastructure.** Notwithstanding any other provision of this Article 4, and in order to eliminate constraints on wastewater flow volume pursuant to the Subarea 1 IGA or any amendment, supplement or separate IGA as described in Section 4.02(d), the Management District (or applicable Developers) also may participate in the extension of off-site Municipal Infrastructure (including construction and permitting of new regional sanitary sewer treatment facilities in coordination with the Utility Enterprise and Metro Wastewater) to the TransPort Property in order to enable completion of the Permanent Sanitary Infrastructure and establishment of the Permanent Sanitary Service at a capacity sufficient to support full build-out of the Project. Reimbursements will be subject to and in accordance with then-current City Regulations and Section 2.10.

4.05 Operation of Sanitary System. Notwithstanding any conflicting provisions, terms and conditions of otherwise applicable City Regulations or of the Annexation Agreement, the Management District will be the provider of Interim Sanitary Service to the Project and the Utility Enterprise will be the provider of Permanent Sanitary Service to the Project, and the Public Improvements to deliver sanitary sewer service to support development of the Project will be provided in the Interim Condition and the Permanent Condition as follows:

(a) **Interim Sanitary Service.** During the Interim Condition, and subject to applicable provisions of the Management District Regulations:

(i) Owners of developed Sites served by OWTS will be solely responsible for ownership, operation and maintenance of such OWTS.

(ii) Except as otherwise provided in the Subarea 1 IGA and the Metro Wastewater IGA, the Management District will be solely responsible for compliance with applicable permit and operational regulatory requirements applicable to the delivery of Interim Sanitary Service (excluding any OWTS) within the TransPort Property.

(iii) The Management District will be the sole provider of Interim Sanitary Service (excluding OWTS) to users within the Project, will deliver and bill for such services on terms and at rates as it determines appropriate, and will collect, retain and utilize such revenues to fund operation and maintenance of the

Interim Sanitary Service and the centralized Interim Sanitary Infrastructure (excluding OWTS). The rate for Interim Sanitary Service will not be less than the then-current City rates for sanitary sewer service within other areas of the City. During the Interim Condition, the City (on its behalf and on behalf of Metro Waste) will not impose, collect or receive any usage fees from users who are connected to and receiving Interim Sanitary Service from the centralized Interim Sanitary Infrastructure.

(iv) The Management District may establish, impose, collect, retain and utilize capital fees, at rates established by the Management District, for connections that users within the Project make to the centralized Interim Sanitary Service system. The rate of tap/connection fees will not be less than the then-current City tap/connection fee (inclusive of the component thereof payable to Metro Wastewater pursuant to the Metro Wastewater IGA), the Management District will remit to the City the amount of the City's then-current tap/connection fee (inclusive of the component thereof payable to Metro Wastewater pursuant to the Metro Wastewater IGA), and will retain and utilize supplemental tap/connection fee revenue (if any, to the extent such rates exceed the City's then-current rates) to finance centralized Interim Sanitary Infrastructure. Such funds will not be construed to be a "pre-payment" of City tap/connection fees (or Metro Wastewater connection fees), but will constitute current payment of tap/connection fees to the City for connection made to the centralized Interim Sanitary Infrastructure, being the City's then-current method of delivering such services in accordance with the terms and conditions of the Development Agreement and this Interim Facilities Agreement. Among other matters, the Subarea 1 IGA and the Metro Wastewater IGA provide that the City is obligated to remit to Metro Wastewater a designated component of the City's connection fees for the provision of Municipal Services for sanitary sewer service. Upon receipt of the tap/connection fee from the Management District (inclusive of the Metro Wastewater connection fee component), the City will be responsible to remit the portion of such fee to Metro Wastewater which the City is obligated to remit pursuant to Paragraph 4 of the Subarea 1 IGA and, as applicable, any amendments to or supplementations thereof and the Metro Wastewater IGA.

(v) Interim Sanitary Service will be limited only to the TransPort Property, and the Management District will not provide Interim Sanitary Service to properties outside of the TransPort Property (unless the City separately authorizes, which is neither intended nor anticipated).

(vi) The City/Utility Enterprise will not charge or collect any fees for the provision of sanitary sewer service to users within the Project, and will not charge or collect any tap/connection fee to users within the Project for connection to the centralized Interim Sanitary Service system (the Management District having collected from such users, and remitted to the City, the City's then-current tap/connection fees (inclusive of all amounts payable to Metro Waste) at the time of connection to the centralized Interim Sanitary Infrastructure pursuant to Section 4.05(a)(iv)).

(b) **Permanent Sanitary Service.** Once the City and the Management District have implemented the Transition Plan for all or any distinct phase of the Permanent Sanitary Infrastructure, the City will be the sole provider of Permanent Sanitary Service to then-existing and future users within the Project or Phase thereof that is served by Permanent Sanitary Service. The City will charge and collect tap/connection fees from new users at the time of initial connection to the Permanent Sanitary Service system, but will not charge and collect and tap/connection fees to existing users who were receiving centralized Interim Sanitary Service (the Management District having collected from such users, and remitted to the City, the City's then-current tap/connection fees at the time of connection to the centralized Interim Sanitary Infrastructure pursuant to Section 4.05(a)(iv)). The City will bill all users receiving Permanent Sanitary Service on the same generally applicable terms, conditions and rates as it provides such services to other areas within the City. The Management District will no longer charge or collect any tap/connection fees or fees for the provision of sanitary sewer service to users who are receiving Permanent Sanitary Service from the City.

ARTICLE 5 STORMWATER AND OTHER PUBLIC IMPROVEMENTS

Excluding the Interim Facilities, Interim Services, Permanent Facilities and Permanent Services addressed in and governed by this Interim Facilities Agreement, and as further described in Section 1.06(c), the Development Agreement fully addresses, governs and controls with respect to the Parties' respective rights and obligations regarding stormwater and water quality management, streets, transit, parks, open space and public recreation amenities and other Public Improvements for the TransPort Property and the Project.

ARTICLE 6 TRANSPORT DISTRICTS' PARTICIPATION

6.01 District's Interest. The Management District, in coordination with the other TransPort Districts, is anticipated to undertake substantial financial obligations to fund the costs of designing and constructing the Incorporated Components, the Interim Facilities, entering into Facilities Funding Agreements, issuing Bonds, and otherwise implementing the District Financing Plan to accomplish the objectives described in this Interim Facilities Agreement. To the extent the Management District or another TransPort District assumes and undertakes performance of the obligations of a Landowner, Applicant or Developer under this Interim Facilities Agreement, such TransPort District will have the same contractual rights and obligations as the pertinent Landowner, Applicant or Developer has under this Interim Facilities Agreement with respect to such assumed obligation. Except with respect to the Management District, no provisions of this Interim Facilities Agreement will be binding on the other TransPort Districts unless and until another of the TransPort Districts expressly assumes such responsibilities through a written agreement with the City.

6.02 Authorization. The Management District anticipates that, in coordination with the other TransPort Districts, it may (without obligation under this Interim Facilities Agreement to do so) cause the financing and construction of Interim Facilities and other Public Improvements that are District-Eligible and which are necessary or desirable to provide Interim Services and other

services to the TransPort Property. The City will accept the performance by the Management District or another TransPort District of the obligations otherwise imposed on a Landowner, Developer or Applicant under this Interim Facilities Agreement. To the extent the Management District or another TransPort District undertakes and assumes the obligation to cause the financing, design and construction of specified Interim Facilities, reference in this Interim Facilities Agreement to Landowners, Developers or Applicants in the context of obligations regarding such Interim Facilities and other Public Improvements will be construed to mean and refer to such TransPort District unless the context clearly indicates otherwise.

6.03 Performance. The Public Improvements which are District-Eligible and which the Management District or another TransPort District affirmatively undertakes in writing to finance, design and construct will be specifically identified in the applicable Subarea PIP and Site Plan, and will be set forth in the related Approved Civil Plans and SIAs. An SIA to which the Management District or other TransPort District is a party will provide that such TransPort District's budgeting and appropriation of funds it has on-hand, in an amount corresponding to the engineer's estimate of probable costs (including contingencies) for the pertinent Public Improvements which are District-Eligible will be the sole financial security required to assure completion of such Public Improvements. The Management District's or other TransPort District's written assumption of such obligations will effect a full and complete release of the applicable Applicant, Developer or Landowner from any further financial or other legal obligation to the City to develop such Public Improvements. If the Management District or other TransPort District defaults in the performance of its obligations under the applicable Subarea PIP and any related Approved Civil Plans or SIAs, the City will have the remedies and enforcement rights allowed under law and as set forth in the SIA and applicable City Regulations.

6.04 District Directors; Exculpation. The individuals who, from time to time, hold the positions of directors of the TransPort Districts have an interest in certain parcels of real property which qualifies such individuals as "eligible electors" and establishes their respective qualifications for election or appointment to hold the office of director, and to participate on the board of directors, for the applicable TransPort Districts. Such individual directors' interest in such parcels of real property is unrelated to, and the directors of the TransPort Districts in either their personal capacities or their capacities as directors have no intent or obligation to participate in, any development activities within the TransPort Property. Accordingly, solely by virtue of having an interest in one or more such parcels of real property, no individual TransPort District director will be construed or deemed: (i) to be a Landowner or a Developer; (ii) to have undertaken or to be obligated to undertake any development activities; (iii) to have any obligation to undertake or perform any obligation of a Landowner, a Developer and/or any TransPort District; or (iv) to have any liability arising solely under this Interim Facilities Agreement to the City, to any other Party, or to any third party.

ARTICLE 7 DEFAULT AND REMEDIES

7.01 Event of Default. Failure of a Party to perform any covenant, agreement, obligation, or provision of this Interim Facilities Agreement, will constitute an event of default by such Party under this Interim Facilities Agreement.

7.02 Remedies Limited. City Council and the Management District's board of directors, in their respective legislative capacities, have determined that such governmental Parties are not to be subjected to liability for monetary damages, that the sole remedies under this Interim Facilities Agreement will be the equitable remedies of specific performance or injunction, and that such limitation on remedies apply mutually between the governmental and the non-governmental Parties. Accordingly:

(a) As between the City and the non-governmental Parties, and as between the Management District (or a successor TransPort District) and the non-governmental Parties, each of the Signatories and their respective successors and assigns, hereby knowingly, intentionally, voluntarily and irrevocably waives any rights to seek or receive monetary damages from any other Party for such Party's breach or default in the performance of any obligation of such Party under this Interim Facilities Agreement to the extent the forgoing legislative determinations are given full effect; provided, however, notwithstanding the foregoing waivers and the governmental Parties' express intent that the waivers are to be enforceable and given full remedial effect, if and to the extent it is judicially determined that equitable remedies will not be enforced against a governmental Party, then the affected non-governmental Party will be entitled to seek and be awarded monetary damages from the defaulting governmental Party.

(b) In implementation of the foregoing legislative determinations and as provided in Section 1.04, in the event of breach or default by the City or by the Management District (or a successor TransPort District) in the performance such governmental Party's obligation to such other governmental Party under this Interim Facilities Agreement, the sole remedies will be the equitable remedies of specific performance or injunction.

7.03 Default Notice. If a Party alleges that another Party is in default, the non-defaulting Party will first notify the Party alleged to be in default, in writing, of such default, and will specify the exact nature of the default in such notice. The Party alleged to be in default will have thirty-five (35) business days from receipt of such notice within which to cure the alleged default before the non-defaulting Party may exercise any of its remedies hereunder; provided that (i) such alleged default is capable of being cured; and (ii) the Party alleged to be in default diligently prosecutes such cure to completion. If the alleged default is not of a nature which cannot be cured in such thirty-five (35) day period, corrective action must be commenced within such period and thereafter diligently pursued to completion. Notwithstanding the foregoing, a Landowner, Developer or Applicant asserting that City Council or the City is default will have the right to include a claim for breach of this Interim Facilities Agreement in any claims brought under C.R.C.P. 106(a)(4) if such Landowner believes that failure to include such claim may jeopardize the Landowner's, Developer's or Applicant's ability to exercise its remedies under this Interim Facilities Agreement at a later date. The Landowner, Developer or Applicant bringing any such claim for breach of this Interim Facilities Agreement prior to expiration of the cure period will not actively prosecute such claim until the cure period has expired, and will dismiss such claim if the default is cured.

7.04 No Cross Defaults. No default or breach by a Party of any obligation of such Party arising under any agreement other than this Interim Facilities Agreement will be construed as or

constitute a default or breach of this Interim Facilities Agreement or constitute a basis for another Party to assert or enforce any remedy against such Party under the terms of this Interim Facilities Agreement. No default or breach by a Party of any obligation of such Party arising under this Interim Facilities Agreement will be construed as or constitute a default or breach of any agreement other than this Interim Facilities Agreement or constitute a basis for another Party to assert or enforce any remedy against such Party under the terms of the other agreement.

7.05 Governmental Immunity. No provision of this Interim Facilities Agreement will be construed as a waiver by the City or any Transport District of the rights and privileges of such Party pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

ARTICLE 8 GENERAL PROVISIONS

8.01 Amendment. This Interim Facilities Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Interim Facilities Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. Any and all changes to this Interim Facilities Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing and duly executed by the Signatories or their respective representatives, heirs, successors or assigns.

8.02 Interpretation. In this Interim Facilities Agreement, unless the context otherwise requires:

- (a) all definitions, terms, and words include both the singular and the plural;
- (b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and
- (c) the captions or headings of this Interim Facilities Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article or section of this Interim Facilities Agreement.

8.03 Notice. The addresses of the Signatories are listed below. Notices allowed or required to be given in accordance with this Interim Facilities Agreement will be in writing and, when delivered to the other Parties at the addresses listed below, or such address as is subsequently provided in a written notice given pursuant to this Section 8.03, or in the event of transfer of the TransPort Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the TransPort Property, will be deemed given and received upon the earlier of: (i) the date on which personally or actually delivered; (ii) five (5) business days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed; (iii) one (1) business day after being deposited with a commercial overnight courier service and sent by overnight delivery with all required charges prepaid.

If to City: City Manager
City of Aurora
15151 E. Alameda Avenue, Suite 5900
Aurora, Colorado 80012

with required copy to: City Attorney
City of Aurora
15151 E. Alameda Avenue
Aurora, Colorado 80012

If to Landowners: Western Transport, LLC
625 E. Main Street, Suite 1028-303
Aspen, Colorado 81611
Attn: Steven Marshall

and to: Rancho Coachella Properties, LP
1570 Linda Vista Drive
San Marcos, California 92078
Attn: []

with required copy to: Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Munsey Ayers [270620-0002]

If to Management District: Transport Metropolitan District No. 1
1331 17th Street, Suite 1000
Denver, CO 80202
Attn: Board President

with required copy to: White Bear Ankele, P.C.
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attn: Bill Ankele

8.04 Severability. If any part, term, or provision of this Interim Facilities Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions or provisions of this Interim Facilities Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain. The Parties will cooperate in good faith to reform any such invalidated provision(s) in a manner which most fully implements the Parties' original intent and objectives.

8.05 Waiver. Any waiver of any provisions of this Interim Facilities Agreement must be set forth in a writing executed by the Party waiving such provisions. No waiver of one or more of the terms of this Interim Facilities Agreement will constitute a waiver of other terms. No waiver of any provision of this Interim Facilities Agreement in any instance will constitute a waiver of

such provision in other instances unless reflected in an amendment to this Interim Facilities Agreement.

8.06 Conflicts. If the terms and provisions of this Interim Facilities Agreement are in conflict with any prior agreement between the City and the Owner or the City Regulations, the terms and provisions of this Interim Facilities Agreement, as it may be amended, will control.

8.07 Assignment. This Interim Facilities Agreement will be binding upon and, except as otherwise provided in this Interim Facilities Agreement, will inure to the benefit of the successors in interest or the legal representatives of the Signatories hereto. Landowners will have the right to assign or transfer all or any portion of their respective interests, rights or obligations under this Interim Facilities Agreement to third parties acquiring an interest or estate in the TransPort Property. Without limitation of the terms of Section 1.03, to the extent a Landowner assigns any of its obligations under this Interim Facilities Agreement, the assignee of such obligations will expressly assume such obligations, and such express assumption of a Landowner's obligations under this Interim Facilities Agreement by its assignee or transferee will, upon written notice to the City, thereby relieve the assignor Landowner of any further obligations under this Interim Facilities Agreement with respect to the matter so assumed.

8.08 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Interim Facilities Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Interim Facilities Agreement will give or allow any claim or right of action by any other or third person under this Interim Facilities Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Interim Facilities Agreement will be deemed to be an incidental beneficiary only.

8.09 Entire Agreement. This instrument embodies the whole agreement of the Signatories. There are no promises, terms, conditions, or obligations other than those contained herein; and this Interim Facilities Agreement will supersede all previous communications, representations, or agreements, either verbal or written.

8.10 Counterparts. This Interim Facilities Agreement may be executed in multiple counterparts, with separate original, emailed or other electronically transmitted signature pages (pdf or similar), each of which will be deemed to be an original and all of which taken together will constitute one and the same instrument.

[Signature Pages and Exhibits Follow This Page]

IN WITNESS WHEREOF, the Signatories have duly executed and delivered this Interim Facilities Agreement as of the Effective Date.

CITY

CITY OF AURORA,
a home rule municipal corporation of the Counties
of Adams, Arapahoe and Douglas, State of
Colorado

By: 
Name: Mike Coffman
Title: Mayor

ATTEST:


Kadee Rodriguez, City Clerk

APPROVED as to legal form by:


Brian J. Kulla, Assistant City Attorney

Rancho Coachella Properties, LP,
a California limited partnership

By: Diversified Engineering,
a California corporation
General Partner

By: _____
Name: Warner C. Lusardi
Title: CEO/President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On _____ before me, _____
(insert name and title of the officer)

personally appeared Warner C. Lusardi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

MANAGEMENT DISTRICT

TransPort Metropolitan District No. 1,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

ATTEST:

David Solin, Secretary

Lender Consent and Subordination

The undersigned is the holder and beneficiary of that Deed of Trust (Due on Transfer – Strict) made as of September 12, 2018, and Recorded on September 14, 2018, at Reception No. 2018000074991 (the “**Deed of Trust**”), the lien of which encumbers the Annexed Property and a portion of the Annexable Property as described, respectively, in Exhibit A and Exhibit B of the Amended and Restated Interim Facilities Agreement and Intergovernmental Agreement Pertaining to TransPort Colorado Logistics and Commerce Park (“**Interim Facilities Agreement**”) into which this instrument is incorporated. The undersigned hereby consents to and subordinates the Deed of Trust and the lien thereof to the Interim Facilities Agreement and the rights and obligations set forth in the Interim Facilities Agreement.

Approved by mortgagee/holder of deed of trust:

Amapola LLC,
a Nevada limited liability company

By: _____
Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Amapola LLC, a Nevada limited liability company.

Witness my hand and official seal.

(Notary Stamp)

(Signature of notarial officer)

EXHIBIT A

Legal Description and Graphic Depiction of
the Annexed Property [subject to review/confirmation]

Parcel 1

THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE
6TH PRINCIPAL

MERIDIAN, EXCEPT ANY PORTION THEREOF LYING WITHIN 28TH AVENUE OR
LYING WITHIN RAILROAD RIGHT-OF-WAY, COUNTY OF ADAMS, STATE OF
COLORADO.

CONTAINS 151.68 ACRES MORE OR LESS.

and

Parcel 2A

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 64 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33, SAID POINT
ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 01 MINUTES 14 SECONDS WEST ALONG THE EAST LINE
OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1988.03 FEET
TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 87 DEGREES 49 MINUTES 31 SECONDS WEST ALONG THE NORTH
LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 657.55 FEET TO THE
NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE S 01
DEGREES 00 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 33, A DISTANCE OF 392.21 FEET TO A POINT ON THE
NORTH RIGHT-OF-WAY OF 1-70 AS RECORDED IN BOOK 754 AT PAGE 286 IN THE
OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID 1-70, THE FOLLOWING 6
COURSES:

1) NORTH 87 DEGREES 16 MINUTES 45 SECONDS WEST, A DISTANCE OF 3011.51
FEET AS MEASURED (3018.2 FEET DEEDED) TO A PONT ON A CURVE;

2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 37 MINUTES 00 SECONDS, A RADIUS OF 23,122.00 FEET, AN ARC LENGTH OF 248.75 FEET, AND WHOSE CHORD BEARS NORTH 87 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 248.75 FEET TO A POINT OF TANGENT;

3) NORTH 88 DEGREES 11 MINUTES 49 SECONDS WEST ALONG SAID TANGENT, A DISTANCE OF 1043.00 FEET;

4) NORTH 64 DEGREES 49 MINUTES 35 SECONDS WEST, A DISTANCE OF 274.10 FEET;

5) NORTH 00 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 300.00 FEET;

6) NORTH 10 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 102.00 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND AS RECORDED IN BOOK 195 AT PAGE 314 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00 DEGREES 57 MINUTES 11 SECONDS EAST ALONG SAID EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1850.47 FEET;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID PARCEL OF LAND, NORTH 00 DEGREES 56 MINUTES 57 SECONDS EAST, A DISTANCE OF 1374.28 FEET TO A POINT ON THE SOUTHERLY LINE OF THE 100.00 FOOT RIGHT-OF-WAY OF STATE HIGHWAY 40 (FORMERLY KNOWN AS STATE HIGHWAY NO. 8);

THENCE NORTH 79 DEGREES 31 MINUTES 33 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 40, A DISTANCE OF 5342.72 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE SOUTH 01 DEGREES 03 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2542.91 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 512.68 ACRES MORE OR LESS.

and

Parcel 2B

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33;

THENCE SOUTH 87 DEGREES 51 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 2634.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE CONTINUING SOUTH 87 DEGREES 51 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 823.89 FEET TO A POINT ON THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 3527.13 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 00 DEGREES 56 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 770.80 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 30.59 ACRES MORE OR LESS.

and

Parcel 2C

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 48 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 56 MINUTES 57 SECONDS EAST ALONG A LINE THAT IS 30.00 FEET WEST (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, AND ALONG THE WEST LINE OF A PARCEL OF LAND RECORDED IN BOOK 195 AT PAGE 315 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, A DISTANCE OF 1360.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE 100.00 FOOT RIGHT-OF-WAY OF STATE HIGHWAY NO. 40 (FORMERLY KNOWN AS STATE HIGHWAY NO. 8) SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF A PARCEL OF LAND ON FILE AND RECORDED IN BOOK 194 AT PAGE 468 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID STATE HIGHWAY NO. 40 AND ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND RECORDED IN BOOK 194 AT PAGE 468, A DISTANCE OF 724.39 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND ON FILE

AND RECORDED IN BOOK 434 AT PAGE 323, IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID BOOK 434 AT PAGE 323 AND ALSO ALONG THE SOUTHERLY LINE OF BOOK 434 AT PAGE 322, THE FOLLOWING 3 COURSES:

- 1) SOUTH 10 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 350.00 FEET;
- 2) SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 500.00 FEET;
- 3) SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 195.00 FEET TO THE SOUTHEAST CORNER OF GALAMB'S MOBILE HOME COURT, A PLAT ON FILE AND RECORDED IN FILE 14 AT PAGE 194 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHERLY LINE OF SAID GALAMB'S MOBILE HOME COURT, THE FOLLOWING 5 COURSES:

- 1) SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 285.00 FEET;
- 2) NORTH 10 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 100.00 FEET;
- 3) SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 300.00 FEET;
- 4) SOUTH 10 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 239.52 FEET;
- 5) SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 426.82 FEET;

THENCE SOUTH 01 DEGREES 16 MINUTES 33 SECONDS WEST, A DISTANCE OF 349.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32;

THENCE SOUTH 87 DEGREES 48 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF NORTHEAST 1/4 ALONG OF SAID SECTION 32, A DISTANCE OF 2288.63 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART PLATTED AS GALAMB'S SUBDIVISION FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 31.64 ACRES MORE OR LESS.

and

Parcel 2D

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 56 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 770.80 FEET TO A POINT ON THE NORTHERLY LINE OF THE UNION PACIFIC RIGHT-OF-WAY;

THENCE SOUTH 79 DEGREES 31 MINUTES 33 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, A DISTANCE OF 2703.29 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH 00 DEGREES 59 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1368.78 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE SOUTH 87 DEGREES 41 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2649.49 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 65.06 ACRES MORE OR LESS.

and

Parcel 2E

A PARCEL OF LAND KNOWN AS THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 00 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2649.34 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE NORTH 87 DEGREES 51 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2634.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE NORTH 00 DEGREES 50 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2649.39 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;

THENCE SOUTH 87 DEGREES 51 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2641.89 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 160.41 ACRES MORE OR LESS.

and

Parcel 4A

THE WEST 1/2 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPT THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO IN DEED RECORDED AUGUST 2, 1985 IN BOOK 3031 AT PAGE 312, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE NORTH 00 DEGREES 48 MINUTES WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 8, A DISTANCE OF 60.20 FEET;

THENCE NORTH 72 DEGREES 36 MINUTES EAST, A DISTANCE OF 31.30 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF COUNTY ROAD 25 NORTH;

THENCE CONTINUING NORTH 72 DEGREES 36 MINUTES EAST A DISTANCE OF 78.26 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES EAST, A DISTANCE OF 131.30 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES WEST, A DISTANCE OF 75.00 FEET TO THE EAST LINE OF COUNTY ROAD 25 NORTH;

THENCE NORTH 00 DEGREES 48 MINUTES WEST, A DISTANCE OF 108.94 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 8;

THENCE EAST ALONG THE SECTION LINE A DISTANCE OF 900 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST SECTION LINE A DISTANCE OF 400 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH SECTION LINE A DISTANCE OF 900 FEET; THENCE SOUTH ALONG THE WEST SECTION LINE A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 15.00 FEET OF THE SOUTH 45 FEET OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4;

THENCE SOUTH 89 DEGREES 27 MINUTES 01 SECONDS EAST ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1492.0 FEET;

THENCE NORTH 00 DEGREES 32 MINUTES 59 SECONDS EAST A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 27 MINUTES 01 SECONDS EAST PARALLEL WITH AND 45.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00 DEGREES 32 MINUTES 59 SECONDS EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 01 SECONDS WEST PARALLEL WITH AND 95.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 32 MINUTES 59 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 64 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8;

THENCE NORTH ALONG THE WEST SECTION LINE A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST AND PARALLEL WITH THE SOUTH SECTION LINE A DISTANCE OF 900 FEET;

THENCE NORTH AND PARALLEL WITH THE WEST SECTION LINE A DISTANCE OF 415 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH SECTION LINE A DISTANCE OF 900 FEET;

THENCE SOUTH ALONG THE WEST SECTION LINE A DISTANCE OF 415 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 307.86 ACRES MORE OR LESS.

and

Parcel 4B

THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS. EXCEPT THAT PORTION CONVEYED BY DEED RECORDED FEBRUARY 22, 1994 IN BOOK 4262 AT PAGE 847, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17;

THENCE NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, ALONG THE WEST SECTION LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 1317.50 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 56 MINUTES 12 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF IMBODEN MILE ROAD, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING SOUTH 87 DEGREES 56 MINUTES 12 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 470.14 FEET TO A POINT;

THENCE, NORTH 00 DEGREES 33 MINUTES 00 SECONDS EAST, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 400.14 FEET TO A POINT;

THENCE NORTH 87 DEGREES 56 MINUTES 12 SECONDS WEST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 470.14 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID IMBODEN MILE ROAD;

THENCE SOUTH 00 DEGREES 33 MINUTES 00 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF IMBODEN MILE ROAD AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION 17, A DISTANCE OF 400.14 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 152.40 ACRES MORE OR LESS.

and

Parcel 4D

THE WEST 1/2 OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 317.17 ACRES MORE OR LESS.

and

Parcel 4E

THE WEST 1/2 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO,

CONTAINS 317.87 ACRES MORE OR LESS.

and

Parcel 4F

THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS AND THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THE NORTH 208.71 FEET OF THE EAST 417.72 EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 313.34 ACRES MORE OR LESS.

and

Parcel 4G

ALL THAT PART LYING NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 526.64 ACRES MORE OR LESS.

and

Parcel 4H

THE NORTH 1/2 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 320.83 ACRES MORE OR LESS.

and

Parcel 4I

THE NORTHWEST 1/4; THE NORTH 1/2 OF SOUTHWEST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 278.52 ACRES MORE OR LESS.

and

Parcel 4L

ALL OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 637.45 ACRES MORE OR LESS.

and

Parcel 4M

ALL THAT PORTION LYING NORTH OF THE UNION PACIFIC RIGHT-OF-WAY OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 452.68 ACRES MORE OR LESS.

and

Parcel 4Q

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 50.01 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN; EXCEPT A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 SECTION 16, TOWNSHIP 3 SOUTH, RANGE 64 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 SOUTHEAST 1/4;

THENCE NORTH 00 DEGREES 32 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4 A DISTANCE OF 50.01 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 27 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4 A DISTANCE OF 1247.12 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 33 MINUTES 40 SECONDS EAST A DISTANCE OF 1273.19 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4;

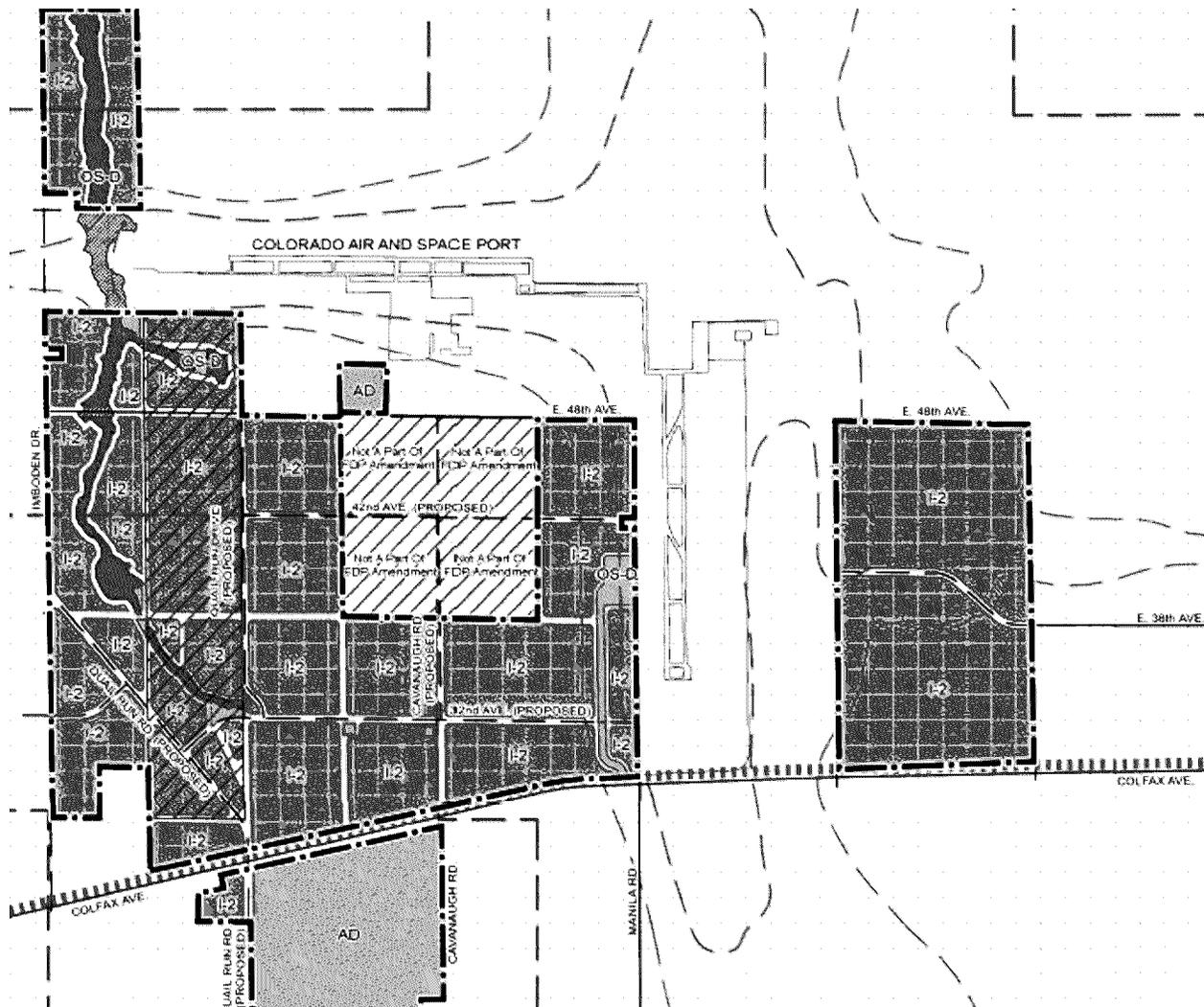
THENCE SOUTH 89 DEGREES 15 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 150.0 FEET;

THENCE SOUTH 00 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 1273.32 FEET;

THENCE SOUTH 89 DEGREES 14 MINUTES 27 SECONDS WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH 1/2 SOUTHEAST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WITHIN EXISTING COUNTY ROADS, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINS 36.75 ACRES MORE OR LESS.



- LEGEND**
- FDP BOUNDARY
 - EXISTING ROADS
 - PROPOSED ROADS
 - 10 ACRE REFERENCE GRID
 - NOISE CONTOUR (55-60 LDN)
 - NOISE CONTOUR (60-65 LDN)
 - NOISE CONTOUR (65+ LDN)
 - AIRPORT INFLUENCE AREA
 - INDUSTRIAL 2 (I-2)
 - AIRPORT DISTRICT (AD)
 - OPEN SPACE (OS-D)
 - FIRE STATION (PUBLIC)
 - PLANNING AREA BOUNDARY
 - BEAR GULCH FLOODPLAIN
 - FUTURE AREAS TO BE ANNEXED (UNANNEXED ADAMS COUNTY)
 - UNION PACIFIC RAILROAD ROW

EXHIBIT B

Legal Description and Graphic Depiction of
the Annexable Property [subject to review/confirmation]

Transport 2020-1 Annexation Parcel

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17 BEING MONUMENTED BY A FOUND $\frac{3}{4}$ INCH REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "PLS 25629" WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 17 BEING MONUMENTED BY A FOUND 3-1/4 INCH ILLEGIBLE ALUMINUM CAP IS ASSUMED TO BEAR SOUTH 89°20'46" WEST WITH A DISTANCE OF 2641.88 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'15" WEST, A DISTANCE OF 30.01 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, AND BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF EAST 48TH AVENUE, ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89°20'46" WEST, A DISTANCE OF 2641.84 FEET ALONG THE SAID NORTHERLY RIGHT OF WAY OF 48TH AVENUE TO THE WEST LINE OF THE SAID SOUTHEAST QUARTER;

THENCE NORTH 00°33'14" WEST, A DISTANCE OF 2604.13 FEET ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER TO THE CENTER QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 89°22'06" EAST, A DISTANCE OF 2638.77 FEET ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER TO THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00°37'15" EAST, A DISTANCE OF 2605.23 FEET ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 6,875,567 SQUARE FEET OR 157.841 ACRES, MORE OR LESS.



Transport 2020-2 Annexation Parcel

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 20, AND THE EAST HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29, MONUMENTED BY A FOUND 2 INCH DIAMETER PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED "PLS 18235" WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 29 MONUMENTED BY A FOUND 2 INCH DIAMETER PIPE WITH 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 18235" IS ASSUMED TO BEAR NORTH 89°15'46" WEST WITH A

DISTANCE OF 2649.28 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°15'46" WEST, A DISTANCE OF 2649.28 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 TO THE SOUTH QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00°38'19" WEST, A DISTANCE OF 2647.80 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 TO THE CENTER QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00°38'22" WEST, A DISTANCE OF 2644.09 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 TO THE SOUTH QUARTER CORNER OF SAID SECTION 20;

THENCE NORTH 00°42'19" WEST, A DISTANCE OF 2651.26 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE CENTER QUARTER CORNER OF SAID SECTION 20;

THENCE NORTH 00°42'19" WEST, A DISTANCE OF 2621.70 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO SOUTHERLY RIGHT OF WAY OF 48TH AVENUE;

THENCE SOUTH 89°20'46" EAST, A DISTANCE OF 2642.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 48TH AVENUE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20;

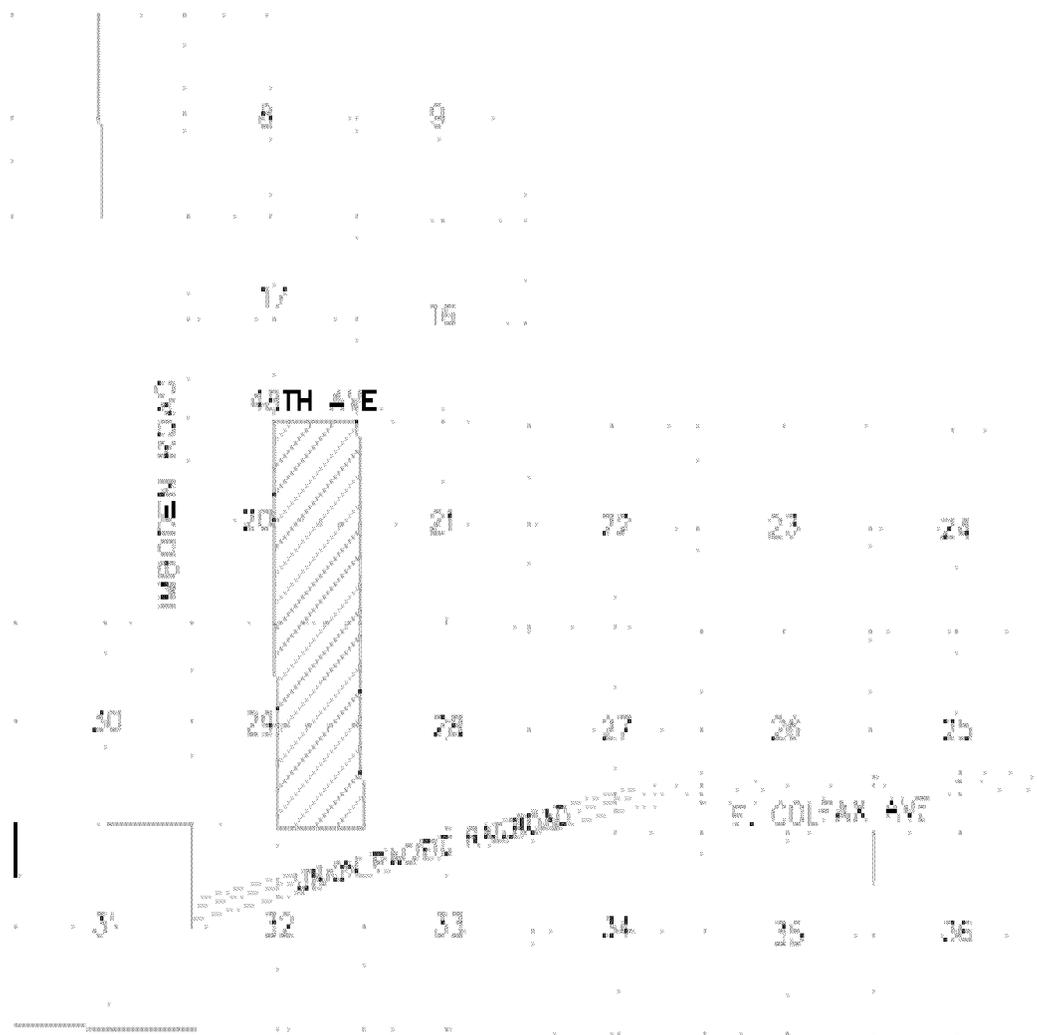
THENCE SOUTH 00°56'37" EAST, A DISTANCE OF 2623.46 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 TO THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE SOUTH 00°51'19" EAST, A DISTANCE OF 2653.99 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE NORTHEAST CORNER OF SAID SECTION 29;

THENCE SOUTH 00°19'57" EAST, A DISTANCE OF 2642.20 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 TO THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE SOUTH 00°42'51" EAST, A DISTANCE OF 2649.31 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF SAID SECTION 29, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 28,005,319 SQUARE FEET OR 642.914 ACRES, MORE OR LESS.



Transport 2020-3 Annexation Parcel

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 21, AND A PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER SAID SECTION 22, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN MONUMENTED BY A FOUND 3/4 INCH DIAMETER REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP STAMPED "PLS 25961" WHENCE THE SOUTHEAST CORNER OF SAID SECTION 21 MONUMENTED BY A FOUND 2 INCH DIAMETER PIPE WITH 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 17488" IS ASSUMED TO BEAR NORTH 89°14'58" WEST WITH A DISTANCE OF 2638.56 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°14'58" WEST, A DISTANCE OF 2638.56 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE SOUTHEAST CORNER OF SAID SECTION 21;

THENCE NORTH 88°54'08" WEST, A DISTANCE OF 2628.50 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE NORTH 00°51'29" WEST, A DISTANCE OF 2624.35 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 TO THE CENTER QUARTER CORNER OF SAID SECTION 21;

THENCE NORTH 00°51'13" WEST, A DISTANCE OF 2620.47 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 TO THE SOUTHERLY RIGHT OF WAY OF 48th AVENUE;

THENCE SOUTH 89°14'44" EAST, A DISTANCE OF 2636.26 FEET ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF 48th AVENUE;

THENCE SOUTH 89°18'45" EAST, A DISTANCE OF 2643.17 FEET CONTINUING ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF 48th AVENUE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;

THENCE SOUTH 00°42'54" EAST, A DISTANCE OF 2618.14 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO THE CENTER QUARTER CORNER OF SAID SECTION 22;

THENCE SOUTH 00°42'54" EAST, A DISTANCE OF 2645.00 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE SOUTH QUARTER CORNER OF SAID SECTION 22, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 27,711,721 SQUARE FEET OR 636.174 ACRES, MORE OR LESS.

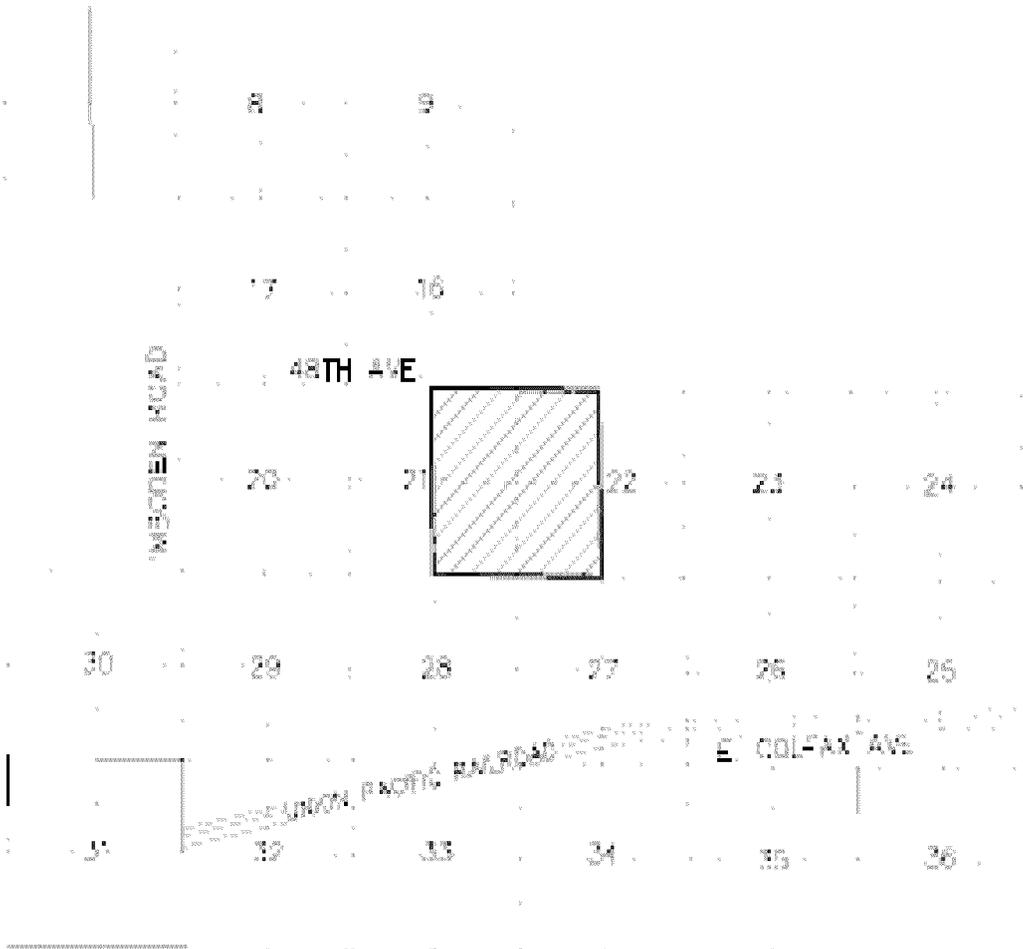


EXHIBIT C
Subarea 1 IGA

Intergovernmental Agreement between the City of Aurora, Colorado, Acting by and through its Utility Enterprise, and the Metro Wastewater Reclamation District Regarding Interim Wastewater Treatment Facilities for Certain Property in Box Elder Creek

This Agreement is made and entered into this 11th day of August, 2020, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("City"), and the Metro Wastewater Reclamation District, a political subdivision of the State of Colorado ("Metro District" or "District"). City and Metro District or District shall be referred to herein as "Party", and collectively as "Parties".

Witnesseth

WHEREAS, the District is a metropolitan sewage disposal district, organized and existing pursuant to C.R.S. § 32-4-501, et. seq.; and

WHEREAS, the District provides wholesale wastewater treatment services to entities in Adams, Arapahoe, Denver, Douglas, and Jefferson counties; and

WHEREAS, there is a need to provide wastewater treatment service to new development which is located within the Metro District's service area and the Box Elder Creek Basin; and

WHEREAS, the new development consists of 1,154 acres of land located in Township 3 South, Range 64 West and Sections 22, 27, and 28. Specific boundaries of Subarea 1, County of Adams, State of Colorado are shown on Exhibit A ("Properties"); and

WHEREAS, currently there is no existing wastewater transmission and collection facilities (hereinafter collection infrastructure) near the Properties to provide wastewater treatment service by the Parties; and

WHEREAS, the Sewage Treatment and Disposal Agreement ("Service Contract") between the Parties prohibits the Metro District from allowing competing wastewater treatment systems except under certain specified conditions; and

WHEREAS, the Parties are preparing a regional water and wastewater service study for this geographical area (Box Elder Creek Basin Study); and

WHEREAS, the closest wastewater treatment facility to the Properties is the Front Range Airport Wastewater Treatment Facility ("Front Range Facility") located outside the City boundaries; and

WHEREAS, the construction of interim wastewater treatment facilities and/or the use of the Front Range Facility ("Interim Facilities") to provide temporary wastewater treatment services to the Properties until the Metro District or City constructs collection infrastructure within four hundred (400) feet of the Properties is in the best interests of the Parties; and

WHEREAS, the Metro District has determined that wastewater service being provided for by

the Interim Facilities will not substantially impair the security for the payment of the obligations of the District; and

WHEREAS, the Metro District further finds that it is not inequitable or unreasonable to grant approval of the use of temporary wastewater service from the Interim Facilities for wastewater services to the Properties; and

WHEREAS, the City desires to use the Interim Facilities to provide temporary wastewater service, not to exceed 0.4 million gallons per day ("MGD"), to the Properties until the Parties have constructed collection infrastructure to serve the Properties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Subject of Agreement. This Agreement sets forth the understanding of the Parties with respect to the provision of temporary wastewater service for the Properties until the Parties have constructed collection infrastructure.
2. Wastewater Services. The City may provide temporary wastewater service to the Properties as set forth below.
 - a. If the City uses the Interim Facilities to provide wastewater service to the Properties, the Metro District shall permit such use, with a total capacity of up to 0.4 million gallons per day (MGD) for the Properties. No increase in capacity beyond 0.4 MGD is permitted without further consent of the District's Board of Directors.
 - b. If the City enters into a service agreement with the Front Range Facility to serve the Properties, such agreement for wastewater treatment services shall contain a provision that the agreement may be terminated by the City with one hundred eighty (180) days' notice.
 - c. The City may only use the Interim Facilities to serve the Properties as described above. Should the City desire to use the Interim Facilities to provide wastewater treatment services to other areas within the City or anywhere within the Metro District's anticipated or actual service area, the City must obtain further approval from the District's Board of Directors.
3. Termination of Use of the Facilities and City Requirements. The City agrees that within one (1) year of the Properties coming within four hundred (400) feet of City or Metro District collection infrastructure, the Properties must connect to said collection infrastructure. The City must take all measures to legally and physically terminate temporary wastewater service from the Interim Facilities.
4. Charges. Prior to commencing temporary wastewater service to the Properties, the City shall pay all sewer connection charges in accordance with the Service Contract and the Metro District's Rules and Regulations for all sewer taps initially or subsequently served by the Interim Facilities, regardless of where the wastewater is treated. No Annual Charges for Service will be assessed to the City by the District for the wastewater treated by the Interim Facilities.

5. Metro District review. The City will obtain approval from the Metro District, as a co-management agency, for all Site Location Approval Applications or Amendments for any Facilities serving the Properties.

6. Limitations on Sewer Connections. When the total wastewater flows from the Properties reach seventy-five percent (75%) of the 0.4 MGD capacity and City or Metro District collection infrastructure are not yet within four hundred (400) feet of the Properties, the City and the District agree to enter into negotiations to amend this Agreement to increase the allowable wastewater treatment capacity by the Interim Facilities or other facilities as agreed to by the Parties consistent with the Service Contract. The City will not permit any increase in capacity, beyond 0.4 MGD, without further consent of the District's Board of Directors.

7. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

9. Service Contract. Except as specifically authorized in this Agreement, nothing contained herein shall alter the rights and obligations of the parties under the Service Contract and the Metro District's Rules and Regulations.

10. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement.

11. Venue. Venue for any action arising out of any dispute hereunder shall be in the appropriate district court of general jurisdiction of the State of Colorado pursuant to the appropriate rules of civil procedure.

12. Intent of Agreement. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the City, the Metro District, or any other entity not a party hereto.

13. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction, such portion shall be deemed severable and its invalidity or unenforceability shall not cause the entire Agreement to be terminated.

14. Assignment. Other than as specifically provided for in this Agreement, neither the City nor the Metro District shall assign its rights or obligations or delegate its duties hereunder without the prior written consent of the other Party. Any assignment by the City shall not relieve the City from any liability or obligations hereunder to the Metro District.

15. Successors and Assigns. Subject to Sections 8 and 14 above, this Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Term of Agreement. Unless otherwise stated herein, this Agreement shall be in full force and effect from the date of final execution by the Parties, following approval by the Board of Directors of the Metro District, and by the Council of the City. The Agreement shall terminate when the City connects to collection infrastructure, pursuant to Section 3 above.

17. Waiver of Breach. Waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said party, by either of the same or any other provision of this Agreement.

18. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

19. Applicable Law. The City and the Metro District agree to abide by any and all applicable federal and Colorado statutes, rules and regulations in performing their respective obligations under this Agreement.

20. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

21. Notice. Any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To the Metro District: District Manager
 Metro Wastewater Reclamation District
 6450 York Street
 Denver, CO 80229-7499

To the City: General Manager, Aurora Water
 City of Aurora
 15151 E. Alameda Pkwy, Suite 3600
 Aurora, CO 80012

Or at such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed
as of the day and year first written above.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman
Mike Coffman, Mayor

07/07/2020
Date

Attest:

Susan Barkman
~~Stephen J. Rugan, City Clerk~~
Susan Barkman, Interim City Clerk

9/10/2020
Date

Approved as to Form for Aurora:

Christine McKenney
Christine McKenney
Client Group Manager
City Attorney's Office

7/7/2020
Date

20036082
ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 9 day of September, 2020
by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora,
Colorado.

Witness my hand and official seal: *Leiana Baker*
Notary Public

My commission expires: 7-28-21

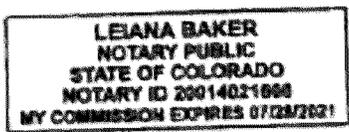
(Seal) 

EXHIBIT D
Schedule of Defined Terms

The following terms when capitalized in the text of the Interim Facilities Agreement to which this Exhibit D is attached will have the meanings indicated below:

Accept(ed)/Acceptance means the City's acceptance of Dedicated land (or real property interests and estates therein) and Public Improvements for purposes of ownership, operation and maintenance.

Advance(s) means, individually or collectively as the context indicates, one or more transactions pursuant to one or more Facilities Funding Agreements for the purpose of facilitating the financing and construction of Public Improvements that are District-Eligible, whether prior or subsequent to the Effective Date, in which a Landowner, Developer and/or Applicant either: (i) loans or otherwise advances funds to the Management District or another TransPort District; and/or (ii) on behalf of the Management District or another TransPort District, incurs costs for the design, permitting and similar soft costs for, and for construction of, Public Improvements that are District-Eligible and subsequently conveys and Dedicates the pertinent Public Improvements to the Management District, other TransPort District or, on such TransPort District's behalf, to the City or another governmental or quasi-governmental entity.

Annexation Agreement means that certain Consolidated, Amended and Restated Annexation Agreement, TransPort Colorado Logistics & Commerce Park to be entered into by and among the City, WTLLC and RCPLP contemporaneously with or soon after the Recording Date.

Annexed Property means that real property comprising a part of the TransPort Property which is legally described and graphically depicted at Exhibit A.

Annexed Groundwater means the groundwater, and rights to use thereof, for all basins underlying the Annexed Property.

Annexable Property means that real property comprising a part of the TransPort Property which is legally described and graphically depicted at Exhibit B.

Annexable Groundwater means the groundwater, and rights to use thereof, for all basins underlying the Annexable Property.

Applicant means and refers to, as the context dictates: (i) the Landowner or Developer of a Site for which a Development Application is submitted; (ii) an individual or entity whom the Landowner or Developer has designated in writing as its authorized representative for the purpose of representing the Landowner or Developer and/or acting upon any Development Application for the pertinent Site; and/or (iii) the Management District or other TransPort District which undertakes the obligation to cause the financing and construction of Public Improvements required in connection with such Development Application.

Approved Civil Plans means civil engineering construction plans for Public Improvements as approved by the City engineer pursuant to this Interim Facilities Agreement and applicable City Regulations.

Article refers to a numbered Article of the Interim Facilities Agreement unless otherwise stated.

Bond(s) means any bond, note, debenture or similar instrument evidencing a financial obligation that is authorized to be issued by the Management District or another TransPort District.

City means the City of Aurora, Colorado, a home rule municipal corporation of the State of Colorado and, to the extent the City acts by and through the Utility Enterprise, the Utility Enterprise, together with its successors and assigns except as the Interim Facilities Agreement expressly states otherwise.

City Council means the City Council of the City of Aurora.

City Master Plan(s) means, collectively and inclusive of successor plans however named, the Integrated Water Master Plan, Aurora Wastewater Master Plan, Aurora Stormwater Master Plan, including individual drainage basin master drainage and outfall system plans therein, or other applicable City-wide master plans in effect at the time of Subarea master utility plan and master drainage plan submittals.

City Regulations means, as may be amended and are applied on a uniform and non-discriminatory basis throughout the City, the City's home rule charter, Municipal Code, Roadway Standards, Storm Drainage Criteria, UDO, Utility Service Standards, applicable City Master Plans, building and similar codes, the City's public works regulations and other ordinances, resolutions, rules, regulations and policies.

C.R.S. means the Colorado Revised Statutes, as amended.

Dedicate(d)/Dedication means, the conveyance of land (whether fee ownership, easement rights, or other real property interests and lesser estates therein) and/or Public Improvements to the City, to a TransPort District, or to another appropriate governmental or quasi-governmental entity for a specified purpose subject to and in accordance with the terms and conditions set forth in Section 2.08.

Designated Connection Point means, as applicable to a particular Interim Facilities system (e.g., Interim Sanitary Infrastructure pursuant to Section 4.03 or Interim Water Infrastructure pursuant to Section 3.02), the specific location (or, if applicable for phased transition to the Permanent Condition, the specific locations) at which the City will be responsible to cause the corresponding Municipal Facilities to be extended and connected to the Interim Facilities in order to transition to the Permanent Conditions in accordance with the Transition Plan.

Developer(s) means, individually or collectively, Landowner(s) that are not Owners and which are in the business of acquiring, owning, financing, developing, improving, retaining and/or selling, exchanging, or otherwise disposing of real property and, with respect to particular Site(s), are causing the development of Public Improvements, related infrastructure and/or or vertical improvements within or benefiting such Site to be performed.

Development Agreement means, as amended, that certain Consolidated, Amended and Restated Development Agreement Pertaining to TransPort Colorado Logistics & Commerce Park to be

entered into by and among WTLLC, RCPLP and the City contemporaneously with or soon after the Recording Date.

Development Application means any form of application or submittal to the City for review and approval of any form of development.

District-Eligible means those Public Improvements and costs incurred in financing, designing and constructing such Public Improvements with respect to which the TransPort Districts have authority to undertake pursuant to their respective service plans and C.R.S. § 32-1-101, *et seq.*

District Financing Plan means, as generally described in Article 6, the TransPort Districts' integrated plan to provide for the economically efficient financing the costs for designing and constructing Public Improvements that are District-Eligible, including but not limited to such Bonds, Facilities Funding Agreements, intergovernmental agreements, loans, and other forms of financing instruments as may be available to the Management District and other TransPort Districts for such purposes pursuant to their respective service plans and applicable C.R.S. provisions.

Effective Date has the meaning set forth in the introductory paragraph of the Interim Facilities Agreement.

Exhibit(s) means, individually or collectively as applicable, the following exhibits to the Interim Facilities Agreement, each of which is incorporated by reference into and made a part of the Interim Facilities Agreement:

- Exhibit A – Legal Description and Graphic Depiction of the Annexed Property
- Exhibit B – Legal Description and Graphic Depiction of the Annexable Property
- Exhibit C – Subarea 1 IGA
- Exhibit D – Schedule of Defined Terms

Facilities Funding Agreement(s) means one or more agreements, however titled, by and among the Management District (and/or other TransPort Districts) and a pertinent Landowner, Developer and/or Applicant, pursuant to which the pertinent Landowner, Developer and/or Applicant makes an Advance, and the Management District (and/or other TransPort Districts) undertakes the legal obligation to repay such Advance (including interest thereon).

Final Acceptance means the City's undertaking of full responsibility for all ownership, operations, maintenance, repair, and capital replacement obligations with respect to Dedicated land (or real property interests and estates therein) and, upon expiration of the applicable warranty period and resolution of warranty matters, if any, arising during the period of Preliminary Acceptance, Public Improvements.

Final City Mains has the meaning set forth in Section 3.02(a).

Imported Nonpotable Water has the meaning set forth in Section 3.03(c).

Incorporated Components means, as to be identified in the Approved Civil Plans the City has reviewed in conjunction with the related Subarea PIPs, Site Plans and/or Plats, those components

of the Interim Facilities which will be functionally incorporated into the Permanent Facilities (excluding all OWTS and any service lines and other infrastructure within a Site outboard to the meter or the main, as applicable).

Initial City Main has the meaning set forth in Section 3.02.

Interim Condition means the Public Improvements systems (e.g., the water system, the sanitary sewer system, etc.) for the provision of such services to the TransPort Project that are constructed and operated prior to the point in time at which the Permanent Condition is achieved.

Interim Facilities means, collectively and as may be necessary or desirable to provide Interim Services to the TransPort Property, the Interim Sanitary Infrastructure, the Interim Water Infrastructure and the Interim Water Supply.

Interim Facilities Agreement means and refers to, as may be amended, the Amended and Restated Interim Facilities and Intergovernmental Agreement Pertaining to TransPort Colorado Logistics & Commerce Park to which this Exhibit D is attached and incorporated.

Interim Sanitary Infrastructure means all sanitary sewer treatment facilities (which may include package plant and similar sub-regional wastewater treatment plant solutions), mains, collection lines, force mains and related Public Improvements (or such privately owned and operated facilities as are contemplated in the Interim Facilities Agreement) that are necessary or desirable to deliver Interim Sanitary Service to support development and occupancy of vertical improvements within the Project during the Interim Condition, including applicable Incorporated Components and Retained Components, but excludes any privately owned and in-Site service lines or other infrastructure outboard to the main.

Interim Sanitary Service means, as applicable pursuant to and more fully addressed in Article 4 of the Interim Facilities Agreement, the Management District's operation of Interim Sanitary Infrastructure for the provision of centralized sanitary sewer service to support vertical development within the Project for the duration of the Interim Condition and/or the utilization of OWTS or other privately owned and operated facilities to provide sanitary sewer service to individual developed Sites during all or parts of the Interim Condition.

Interim Services means, collectively, the provision of Interim Sanitary Service and Interim Water Service to support development and occupancy of vertical improvements within the Project during the Interim Condition.

Interim Water Infrastructure means all wells, pumps, treatment facilities, water mains, distribution lines and related Public Improvements (or such privately owned and operated facilities as are contemplated in the Interim Facilities Agreement) that are necessary or desirable to deliver Interim Water Service to support development and occupancy of vertical improvements within the Project during the Interim Condition, including applicable Incorporated Components and Retained Components, but excludes any privately owned and in-Site service lines or other infrastructure outboard to the meter.

Interim Water Lease means, as amended, that certain Water Lease Agreement dated as of _____, 202[___], between WTLLC and the Management District, pertaining to the

Management District's rights to control and use of the Annexed Groundwater in order to utilize such groundwater rights in connection with the developing the Interim Water Supply.

Interim Water Service means, as more fully addressed in Article 3 of the Interim Facilities Agreement, the Management District's operation of Interim Water Infrastructure for the provision of centralized water service to support vertical development within the Project for the duration of the Interim Condition.

Interim Water Supply means, as more fully described in Article 3 of the Interim Facilities Agreement: (i) the Annexable Groundwater; (ii) if the Management District determines necessary or desirable to support vertical development within the Project for the duration of the Interim Condition, the Annexed Groundwater; and (iii) the Imported Nonpotable Water.

Landowner(s) means, individually or collectively as the context dictates, the fee owners of TransPort Property or specific Sites therein from time to time; provided, however, that no Owner solely by virtue of owning a developed Site and/or any structure(s) located on such Site for which a certificate of occupancy has been issued, and no individual solely by virtue of having an interest in a parcel of real property for purposes of holding a seat on the board of directors of a District, will be construed to be a Landowner or to have incurred any obligation or liability under the Interim Facilities Agreement with respect to the design, financing, construction, operation, maintenance or Dedication of Public Improvements and matters related thereto. As of the Effective Date, the Landowners are: (i) with respect to the Annexed Property, WTLLC; and (ii) with respect to the Annexable Property, WTLLC and RCPLP.

Management District means TransPort Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, including its successors and assigns except as the Interim Facilities Agreement expressly states to the contrary.

Management District Regulations means and refers to any rules, regulations and terms of obtaining Interim Services, and such other matters as the Management District may wish to address, which the Management District may promulgate from time.

Master Plan has the meaning set forth in the UDO.

Master Utility Studies means, collectively, and together with supplements thereto and subsequent reports for other Subareas as may be approved after the Effective Date, the following master utility studies that address water and sanitary sewer utilities for the TransPort Property: (i) TransPort Colorado FDP Amendment, Master Utility Report for TransPort Colorado, CVL Project # 8.13.02921.03 (as approved by Fire Department July 16, 2020, Aurora Water August 11, 2020 and City Engineer August 25, 2020); and (ii) TransPort Colorado – Sub-Area 1, Master Utility Report for TransPort Colorado – Sub-Area 1, CVL Project # 8.13.02921.03 (as approved by Fire Department July 16, 2020, Aurora Water August 31, 2020 and City Engineer September 15, 2020).

Metro Wastewater means and refers to the Metro Wastewater Reclamation District.

Metro Wastewater IGA has the meaning set forth in Section 4.01.

Mineral Estate means, any and all right, title and interest of the grantor in and to subsurface estates and mineral rights located in, upon and/or under land that is being Dedicated, including, without limitation, any rights to explore for and/or extract, or to be paid royalties in connection therewith, oil, natural gas, hydrocarbon products, gravel, sand, coal, and/or hard rock minerals.

Municipal Code means the City's municipal code, as amended.

Municipal Facilities means, collectively, the integrated municipal public infrastructure system that the City owns, operates and maintains in order to provide, *inter alia*, the following services in accordance with the City's standard terms of service to properties within the City's incorporated boundaries: (i) water treatment and delivery; and (ii) sanitary sewage collection; (iii) stormwater conveyance and water quality management; and (iv) streets, transit, parks, open space and public recreation amenities.

Municipal Services means the City's provision to properties within the City's municipal boundaries of, *inter alia*: (i) police, fire, emergency and similar services; and (ii) through utilization of its Municipal Facilities, (A) sanitary sewer service; (B) stormwater and water quality service; (C) water service; and (D) streets, transit, parks, open space and public recreational amenities.

Notice(s) means a notice or communication that is delivered to a Party in accordance with the requirements stated in Section 8.03.

Owner(s) means, individually or collectively, with respect to a developed Site and/or any structure(s) located thereon for which a certificate of occupancy has been issued, a non-Developer owner of such Site and/or structure(s), whether such person or entity owns the Site and/or structure(s) for investment purposes, is occupying it, or is leasing it to one or more third parties.

Owners Association means an association of the Landowners of portions of the TransPort Property, and of Owners of developed Sites, that may be organized from time to time in connection with the Recording of a declaration of covenants, restrictions, easements that encumbers a portion or all of the TransPort Property, which declaration sets forth various requirements for the development and use of the portion of the TransPort Property subject to such declaration, and which may create a mechanism for providing additional funding to facilitate the financing, maintenance, and development of Facilities, Municipal Facilities, rail facilities, and/or regional facilities that serve such portion of the TransPort Property, including, but not limited to, open space, parks, pedestrian and bicycle paths, landscaped areas, public and private roads, public and private utilities facilities, rail service lines and other rail facilities, certain functions of which may be undertaken by one or more of the TransPort Districts.

OWTS has the meaning set forth in Section 4.04(a)(i).

Party(ies) means, individually or collectively as the context dictates, the Signatories and their respective successors and assigns (but expressly excludes Owners).

Permanent Condition means as a fully functional system (e.g., the water system, the sanitary sewer system, etc.) that is integrated into the Municipal Facilities in order to provide the pertinent

services to the TransPort Property on generally applicable and uniform terms and conditions as other properties within the City's municipal boundaries.

Permanent Facilities means, collectively, as the City integrates the same into its Municipal Facilities, the Permanent Sanitary Infrastructure, the Permanent Water Infrastructure and the Permanent Water Supply.

Permanent Sanitary Infrastructure means all sanitary sewer mains, collection lines and, if applicable, force mains and treatment facilities, and related Public Improvements, including any Incorporated Components and any such Public Improvements that are constructed after the Permanent Condition is achieved, that are necessary or desirable to deliver Permanent Sanitary Service to support development and occupancy of vertical improvements within the Project after the Permanent Condition for such matters has been achieved, but excludes any privately owned and in-Site service lines or other infrastructure outboard to the main, any Retained Components, and any other related or similar improvement, whether owned and maintained by a private entity or a TransPort District, that would not under applicable City Regulations be Dedicated to the City.

Permanent Sanitary Service means, as applicable pursuant to and more fully addressed in Article 4 of the Interim Facilities Agreement, the City's provision of centralized sanitary sewer service to support vertical development within the Project after the Permanent Condition is achieved.

Permanent Services means, collectively, the City's provision, utilizing its Municipal Facilities, of Permanent Sanitary Service and Permanent Water Service to support development and occupancy of vertical improvements within the Project after the Permanent Condition for such matters has been achieved.

Permanent Water Infrastructure means all water mains, distribution lines and related Public Improvements, including any Incorporated Components and any such Public Improvements that are constructed after the Permanent Condition is achieved, that are necessary or desirable to deliver Permanent Water Service to support development and occupancy of vertical improvements within the Project after the Permanent Condition for such matters has been achieved, but excludes any privately owned and in-Site service lines or other infrastructure outboard to the meter, any Retained Components, and any other related or similar improvement, whether owned and maintained by a private entity or a TransPort District, that would not under applicable City Regulations be Dedicated to the City.

Permanent Water Service means, as more fully addressed in Article 3 of the Interim Facilities Agreement, the City's provision of centralized water service to support vertical development within the Project after the Permanent Condition is achieved.

Permanent Water Supply means, as more fully addressed in Article 3 of the Interim Facilities Agreement, the City's provision of centralized water service to support vertical development within the Project after the Permanent Condition is achieved.

Phase(s) means, individually or collectively, the construction of one or more distinct and functionally independent stages in the development of the Project, including Public Improvements required to support such stage of development, as set forth and established in the applicable

Subarea FDP and/or Subarea PIP approved in connection with the pertinent Development Applications for such phase.

Plat(s) means a final subdivision plat prepared according to applicable laws of the State of Colorado and the Municipal Code, and having the necessary affidavits for filing, Dedications and Acceptances, and with complete bearings and dimensions of all lines defining lots and blocks, streets and alleys, public areas and other dimensions of land.

Preliminary Acceptance means the City's Acceptance of ownership of and maintenance responsibility for Public Improvements that have been Dedicated subject to the applicable warranty period and resolution of any warranty matters arising during such warranty period and prior to the City's Final Acceptance.

Project means, as more particularly described in the TransPort FDP, the master planned rail served industrial, commercial, retail and logistics project proposed to be developed within the TransPort Property in accordance with the uses, density and intensity of use, and development standards set forth in the TransPort Zoning, the TransPort FDP and contemplated in the Development Agreement, and to be more particularly described in the Subarea FDPs, Subarea PIPs, Site Plans and Plats approved prior to or after the Effective Date.

Proximate Project(s) means, individually or collectively, existing and future development projects and properties that are located outside of but proximate to the TransPort Property, which properties and projects may receive services or otherwise benefit from Interim Facilities and/or Permanent Facilities.

Public Improvement(s) means, inclusive of the Interim Facilities, Incorporated Components, Permanent Facilities and other Municipal Facilities, all infrastructure and improvements relating to the Project that the City requires or approves to be constructed as specifically identified in any Subarea PIP (or related SIA) executed in connection with an approved Development Application for the Project, which infrastructure and improvements are to be Dedicated to and Accepted by the City, the Management District, another TransPort District or other applicable governmental entity.

RCPLP means Rancho Coachella Properties, LP, a California limited partnership, together with its successors and assigns except as the Interim Facilities Agreement expressly states otherwise.

Recital(s) means, individually or collectively as the context dictates, the information set forth in the provisions of the "Recitals" section of the Development Agreement.

Record(ed/in) means to file, having been filed or appearing in the real property records of the Adams County Clerk and Recorder's office.

Recording Date means, notwithstanding any earlier Effective Date, the date on which the Interim Facilities Agreement is Recorded.

Reimbursement Agreement(s) means an executed agreement substantially in compliance with the City's standard form between the City and Developer which, pursuant to applicable City Regulations, identifies those portions of Public Improvements eligible for reimbursement along with the terms and conditions such reimbursement.

Retained Components means those components of a particular Interim Facilities system or distinct phase thereof, if any, which are not Incorporated Components, but which instead: (i) are determined necessary or desirable to serve developed Sites or Sites planned for future development after the Permanent Condition is achieved; (ii) are not required to be decommissioned once the Permanent Condition is achieved; and (iii) will be retained, owned, operated and maintained by a TransPort District, an Owners Association or Owner(s) of developed Sites served by such Retained Components during the useful life of such components.

Roadway Standards means the City's Roadway Design and Construction Specifications adopted by the City engineer pursuant to authority granted in the Municipal Code and in effect on the submittal date of an applicable application for Approved Civil Plans.

Section(s) refers to a numbered section of the Interim Facilities Agreement unless otherwise stated.

SIA(s) means an executed agreement (in whatever form and however designated) between the City and an Applicant (and/or another obligated Party or non-Party) which, pursuant to applicable City Regulations, identifies Public Improvements required to be constructed with an approved Development Application, along with the terms and conditions for securing completion of such Public Improvements.

Signatories means WTLIC, RCPLP, the Management District and the City, but expressly excludes their respective successors and assigns.

Site(s) means, individually or collectively, a specifically described area of land, whether developed or undeveloped, which may be a lot, an aggregation of lots and blocks, one or more planning areas, or any other form of designation or combination of designations of specifically described areas of land that are otherwise eligible to be developed under the terms of City Regulations, and applicable law.

Site Plan has the meaning set forth in the UDO and, to the extent the TransPort FDP or any other TransPort Document uses or refers to the terms "contextual site plan" or "CSP", such terms are incorporated within the scope of this defined term.

Storm Drainage Criteria means the City's Storm Drainage Design and Technical Criteria adopted pursuant to Section 138-438 of the Municipal Code, and promulgated pursuant to Section 2-3 of the Municipal Code, as the same is in effect on the submittal date of an applicable application for Approved Civil Plans.

Subarea(s) means, individually or collectively, the distinct development planning areas within the TransPort Property that are identified as such in the Sub-Area Map at Sheet 5 (as may be amended and/or re-numbered) of the TransPort FDP and in the TransPort PIP.

Subarea 1 IGA means and refers to, as may be amended, the specific Metro Wastewater IGA attached at Exhibit C to which the City and Metro Wastewater are parties, subject to the terms and conditions of to which, *inter alia*, Interim Sanitary Infrastructure will be developed to provide Interim Sanitary Service to support development within Subarea 1 of the Project .

Subarea FDP(s) means, individually or collectively, an update to the TransPort FDP that refines and supplements the TransPort FDP as applied to a particular Subarea, which instruments will constitute a Subarea a “Master Plan” pursuant to and as defined in the UDO.

Subarea PIP(s) means, individually or collectively, with respect to a particular Subarea, an update to the TransPort PIP that refines and supplements the TransPort PIP as applied to a particular Subarea.

Transition Plan means a phase-in schedule and plan to facilitate an effective transition from Interim Services to Permanent Services, which plan will identify Incorporated Components and Retained Components, and will address operational issues relating to the transition of each category of Interim Facilities (or distinct phase thereof) and an effective method for transition of Interim Services relating to such category of Interim Facilities (or distinct phase thereof), including communication with and transition of any applicable billing and payment arrangements for then-existing users of such Interim Services.

TransPort District(s) means, individually or collectively as the context dictates, any one or more of Transport Metropolitan District Nos. 1-15.

TransPort Document(s) means, individually and collectively:

- (1) the Annexation Agreement;
- (2) the Development Agreement;
- (3) the TransPort Zoning;
- (4) the Interim Facilities Agreement;
- (5) the TransPort FDP;
- (6) the TransPort PIP; and
- (7) any Subarea FDP, Subarea PIP, CSP, or Plat (or their respective equivalents under the UDO or the then current Municipal Code) that the City approves after the Effective Date.

TransPort FDP means, as amended from time to time, the TransPort Framework Development Plan, 2205-7008-009 (inclusive of the TransPort PIP), having a City database approval of November 15, 2006, as Recorded on February 16, 2007, at Reception No. 2007000016928, which instrument constitutes a “Master Plan” pursuant to and as defined in the UDO.

TransPort PIP means the Public Improvements Plan set forth at Sheets 6 through 11 (as may be amended and/or re-numbered) of the TransPort FDP.

TransPort Property means, collectively, the real property that is comprised of the Annexed Property and, from and after its annexation becomes legally effective, the Annexable Property.

TransPort Zoning means, collectively, the following zoning approvals which, as may be amended from time to time in accordance with the Development Agreement, apply to and govern development within the TransPort Property: (i) the I-2 and the AD zone district and subarea designations (being the currently in effect UDO updates of the original NEP-FRA zoning); and (iii) the TransPort FDP.

UDO means, as amended, the City's Unified Development Ordinance effective September 21, 2019.

Utility Enterprise means, as defined in Municipal Code, the utility activity business owned by the City and also referred to as "Aurora Water".

Utility Service Standards means the City's Standards and Specifications Regarding Water, Sanitary Sewer and Storm Drainage Infrastructure, as the same is in effect on the submittal date of an applicable application for Approved Civil Plans.

WTLLC means Western Transport LLC, a Delaware limited liability company, together with its successors and assigns except as the Interim Facilities Agreement expressly states otherwise.

EXHIBIT B
2022 BUDGETS

EXHIBIT C
2021 APPLICATIONS FOR EXEMPTION FROM AUDIT

**TRANSPORT METROPOLITAN
DISTRICT NO. 1
Adams County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**TRANSPORT METROPOLITAN DISTRICT NO. 1
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YEAR ENDED DECEMBER 31, 2021**

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INDEPENDENT AUDITOR’S REPORT

Board of Directors
Transport Metropolitan District No. 1
Adams County, Colorado

Opinion

We have audited the accompanying financial statements of the governmental activities and each major fund of the Transport Metropolitan District No. 1 (the “District”), Adams County, Colorado, as of and for the year ended December 31, 2021, which collectively comprise the District’s basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Transport Metropolitan District No. 1, as of December 31, 2021, and the respective changes in financial position and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Transport Metropolitan District No. 1 and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Transport Metropolitan District No. 1’s management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Transport Metropolitan District No. 1’s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Transport Metropolitan District No. 1's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Transport Metropolitan District No. 1's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has not presented Management's Discussion and Analysis that governmental accounting principles generally accepted in the United States of America require to be presented to supplement the basis financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basis financial statements is not affected by the missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Transport Metropolitan District No. 1's basic financial statements. The supplemental information listed in the table of contents are presented for the purpose of additional analysis and was not a required part of the financial statements.

The supplemental schedule of Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual are fairly stated in all material respects in relation to the financial statements as a whole.

The Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express any opinion or provide any assurance on them.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC
May 17, 2022
Centennial, Colorado

BASIC FINANCIAL STATEMENTS

TRANSPORT METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION
DECEMBER 31, 2021

	<u>Governmental Activities</u>
ASSETS	
Cash and Investments	\$ 94,980
Cash and Investments - Restricted	6,500
Due from Other Districts	742,374
Due from Developer	10,621
Capital Assets, Not Being Depreciated	<u>20,576,855</u>
Total Assets	<u>21,431,330</u>
LIABILITIES	
Accounts Payable	1,366,125
Retainage Payable	257,063
Accrued Interest Payable	3,367
Noncurrent Liabilities:	
Due in More Than One Year	<u>81,185</u>
Total Liabilities	<u>1,707,740</u>
NET POSITION	
Restricted For:	
Emergencies	6,500
Unrestricted	<u>19,717,090</u>
Total Net Position	<u><u>\$ 19,723,590</u></u>

See accompanying Notes to Basic Financial Statements.

**TRANSPORT METROPOLITAN DISTRICT NO. 1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General	Capital Projects	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 94,980	\$ -	\$ 94,980
Cash and Investments - Restricted	6,500	-	6,500
Due from District No. 2	5,505	-	5,505
Due from District No. 3	3,888	728,858	732,746
Due from District No. 4	4,123	-	4,123
Due from Developer	-	10,621	10,621
Total Assets	\$ 114,996	\$ 739,479	\$ 854,475
LIABILITIES AND FUND BALANCES (DEFICITS)			
LIABILITIES			
Accounts Payable	\$ 4,757	\$ 1,361,368	\$ 1,366,125
Retainage Payable	-	257,063	257,063
Total Liabilities	4,757	1,618,431	1,623,188
FUND BALANCES (DEFICITS)			
Restricted For:			
Emergency Reserves	6,500	-	6,500
Unassigned	103,739	(878,952)	(775,213)
Total Fund Balances (Deficits)	110,239	(878,952)	(768,713)
Total Liabilities and and Fund Balances (Deficits)	\$ 114,996	\$ 739,479	
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the funds.			20,576,855
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds.			
Developer Advance Payable			(81,185)
Accrued Interest on Developer Advances			(3,367)
Net Position of Governmental Activities			\$ 19,723,590

See accompanying Notes to Basic Financial Statements.

TRANSPORT METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021

	General	Capital Projects	Total Governmental Funds
REVENUES			
Property Taxes	\$ 1	\$ -	\$ 1
Specific Ownership Taxes	1	-	1
Developer Contribution	-	557,109	557,109
Transfer from District No. 2	170,732	-	170,732
Transfer from District No. 3	6,441	19,256,703	19,263,144
Transfer from District No. 4	36,679	-	36,679
Total Revenues	213,854	19,813,812	20,027,666
EXPENDITURES			
General, Administrative, and Operations:			
Accounting	52,092	25,377	77,469
Banking Fees	362	-	362
Dues and Membership	1,055	-	1,055
Insurance	9,549	-	9,549
Legal	79,212	34,565	113,777
Capital Outlay:			
Engineering - Cost Verification	-	63,575	63,575
Capital Outlay - District Costs	-	13,708,282	13,708,282
Capital Outlay - Developer Certified Costs	-	6,821,633	6,821,633
Repay Developer Advance	-	2,241,635	2,241,635
Total Expenditures	142,270	22,895,067	23,037,337
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	71,584	(3,081,255)	(3,009,671)
OTHER FINANCING SOURCES (USES)			
Developer Advance	81,185	2,241,635	2,322,820
Transfer Between Other Funds	(10,838)	10,838	-
Total Other Financing Sources	70,347	2,252,473	2,322,820
NET CHANGE IN FUND BALANCES	141,931	(828,782)	(686,851)
Fund Balances (Deficits) - Beginning of Year	(31,692)	(50,170)	(81,862)
FUND BALANCES (DEFICITS) - END OF YEAR	\$ 110,239	\$ (878,952)	\$ (768,713)

See accompanying Notes to Basic Financial Statements.

**TRANSPORT METROPOLITAN DISTRICT NO. 1
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds \$ (686,851)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Capital Outlay 20,529,915

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Current Year Developer Advance (2,322,820)
Repay Developer Advance 2,241,635

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Interest on Developer Advance (3,367)

Changes in Net Position of Governmental Activities \$ 19,758,512

**TRANSPORT METROPOLITAN DISTRICT NO. 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 1	\$ 2	\$ 1	\$ (1)
Specific Ownership Taxes	-	-	1	1
Transfer from District No. 2	132,043	165,054	170,732	5,678
Transfer from District No. 3	3,184	3,964	6,441	2,477
Transfer from District No. 4	2,982	3,728	36,679	32,951
Total Revenues	<u>138,210</u>	<u>172,748</u>	<u>213,854</u>	<u>41,106</u>
EXPENDITURES				
Accounting	40,000	50,000	52,092	(2,092)
Audit	5,500	6,875	-	6,875
Banking Fees	-	-	362	(362)
Contingency	15,500	7,779	-	7,779
Dues and Membership	2,000	2,500	1,055	1,445
Insurance	10,000	12,500	9,549	2,951
Legal	75,000	93,750	79,212	14,538
Total Expenditures	<u>148,000</u>	<u>173,404</u>	<u>142,270</u>	<u>31,134</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(9,790)	(656)	71,584	72,240
OTHER FINANCING SOURCES (USES)				
Developer Advance	15,000	18,750	81,185	62,435
Transfers to Other Funds	-	-	(10,838)	(10,838)
Total Other Financing Sources (Uses)	<u>15,000</u>	<u>18,750</u>	<u>70,347</u>	<u>51,597</u>
NET CHANGE IN FUND BALANCE	5,210	18,094	141,931	123,837
Fund Balance (Deficit) - Beginning of Year	<u>2,008</u>	<u>2,510</u>	<u>(31,692)</u>	<u>(34,202)</u>
FUND BALANCE (Deficit) - END OF YEAR	<u>\$ 7,218</u>	<u>\$ 20,604</u>	<u>\$ 110,239</u>	<u>\$ 89,635</u>

See accompanying Notes to Basic Financial Statements.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 DEFINITION OF REPORTING ENTITY

TransPort Metropolitan District No. 1 (the District), a quasi-municipal corporation and a political subdivision of the State of Colorado, which is located in the City of Aurora was organized following an election held on November 7, 2006 and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District, together with TransPort Metropolitan District Nos. 2-15 (the Districts) are collectively undertaking the financing and construction of certain public improvements within and without the boundaries of the Districts. The service plans for the Districts authorize the Districts to enter into certain intergovernmental cost sharing and recovery agreements which govern the relationships between and among the Districts with respect to financing, construction and operation of the public improvements. These services are determined through the Coordinating Services Agreement.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not a component unit of any other primary governmental entity.

The District has no employees, and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and public hearing requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

Capital Assets

Capital assets, which include infrastructure assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of the net investment in capital assets component of the District's net position.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Deficits

The Capital Project Fund reported a deficit in the fund financial statements as of December 31, 2021. The deficit will be eliminated with a transfer from TransPort Metropolitan District No. 3 in 2022.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 94,980
Cash and Investments - Restricted	6,500
Total Cash and Investments	\$ 101,480

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 101,480
Total Cash and Investments	\$ 101,480

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank balance and carrying balance of \$101,480.

As of December 31, 2021, the District had no investments.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 CAPITAL ASSETS

An analysis of the changes in property for the period ended December 31, 2021, follows:

	Balance - December 31, 2020	Increases	Decreases	Balance - December 31, 2021
Capital Assets, Not Being Depreciated:				
Construction in Progress:	\$ 46,940	\$ 20,529,915	\$ -	\$ 20,576,855
Total Capital Assets, Not Being Depreciated	<u>\$ 46,940</u>	<u>\$ 20,529,915</u>	<u>\$ -</u>	<u>\$ 20,576,855</u>

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Reductions	Balance - December 31, 2021	Due Within One Year
Governmental Activities:					
Other Debt:					
Developer Advances:					
Operating	\$ -	\$ 81,185	\$ -	\$ 81,185	\$ -
Capital	-	2,241,635	2,241,635	-	-
Accrued Interest on Developer Advance - Operating	-	3,367	-	3,367	-
	<u>\$ -</u>	<u>\$ 2,326,187</u>	<u>\$ 2,241,635</u>	<u>\$ 84,552</u>	<u>\$ -</u>

Authorized Debt

Pursuant to the Service Plan, the District is permitted to issue bond indebtedness of up to \$1,500,000,000, and the eligible electors of the District have authorized the issuance of bond indebtedness of up to \$21,000,000,000.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area; however, as of the date of this audit, the amount and timing of any debt issuances is not determinable.

**TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 6 NET POSITION

The District has net position consisting of two components – restricted and unrestricted.

The restricted net position includes assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position as of December 31, 2021, as follows:

	Governmental Activities
Restricted Net Position	
Emergency Reserves	\$ 6,500
Total Restricted Net Position	\$ 6,500

The remaining balance of Net Position is unrestricted.

NOTE 7 RELATED PARTIES

The property within the District is being developed by Transport Colorado, LLC (the Developer). During 2021, all of the members of the Board of Directors were officers or employees of, or otherwise associated with the Developer or a related entity and may have conflicts of interest in matters involving the District.

The District and the Western Transport, LLC (Western Transport) entered into an Independent Contractor Agreement for Construction Management Services dated March 22, 2021 (the Construction Management Agreement) whereby Western Transport is to provide construction management services during the construction of public improvements. On October 6, 2021, with the consent of the District, Western Transport assigned the Construction Management Agreement to Front Range Construction Management LLC. The management fee is 4.5% of the amount of the managed costs, excluding engineering cost certification and administrative costs. During the year, the District paid \$122,383 for construction management services. At the end of the year, \$13,012 was payable to Front Range Construction Management.

NOTE 8 AGREEMENTS

District Coordinating Services Agreement (District Nos. 1-4)

Effective as of November 20, 2019, the District and TransPort Metropolitan District Nos. 2-4 (collectively, the Coordinating Districts) entered into a District Coordinating Services Agreement (the Coordinating Services Agreement) for the purpose of establishing the respective obligations of the Districts with respect to the coordination, oversight, construction and funding of certain administrative costs of the Coordinating Districts, and costs related to the continued operation and maintenance of certain of the public improvements within such Coordinating Districts. Pursuant to the Coordinating Services Agreement, the District was designated as the “coordinating district”. TransPort Metropolitan District Nos. 2-4 were each designated as “financing districts”.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 8 AGREEMENTS (CONTINUED)

Infrastructure Acquisition and Reimbursement Agreement

The District and Western Transport entered into an Infrastructure Acquisition and Reimbursement Agreement on February 10, 2021 (the Acquisition Agreement). Pursuant to the Acquisition Agreement, the District and the Western establish the process and procedure for the acceptance of district eligible costs by the District, and reimbursement of the same to Western Transport, and establish the process for acquisition of public improvements constructed by Western Transport. The District agrees to reimburse the Western Transport for certified eligible costs related to public improvements together within simple interest that shall accrue on amounts reimbursable to Western Transport under this Agreement, until paid, at the rate of 6% per annum.

Funding and Reimbursement Agreement (Capital)

The District and the Developer entered into a Funding and Reimbursement Agreement on November 18, 2020, for the purposes of funding capital costs. With respect to each loan advance made under this agreement prior to the issuance of any Reimbursement Obligation reflecting such advance, the interest rate shall be 6% per annum, from the date any such advance is made, simple interest, to the earlier of the date the Reimbursement Obligation is issued to evidence such advance, or the date of repayment of such amount.

As of December 31, 2021, there were no outstanding advances or accrued interest under this agreement.

Funding and Reimbursement Agreement (Operations and Maintenance)

The District and the Developer entered into a Funding and Reimbursement Agreement on February 5, 2020, for the purposes of funding operations and maintenance costs. With respect to each loan advance made under this agreement prior to the issuance of any Reimbursement Obligation reflecting such advance, the interest rate shall be 6% per annum, from the date any such advance is made, simple interest, to the earlier of the date the Reimbursement Obligation is issued to evidence such advance, or the date of repayment of such amount.

As of December 31, 2021, outstanding advances under this agreement totaled \$81,185 and accrued interest totaled \$3,367.

NOTE 9 INTERFUND AND OPERATING TRANSFERS

The transfer from the General Fund to Capital Fund was related to certain capital expenses to be funded by General Fund revenue.

TRANSPORT METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 10 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 11 TAX, SPENDING, AND DEBT LIMITATION

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 7, 2006, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

NOTE 12 COMMITMENTS AND CONTINGENCIES

As of December 31, 2021, the District had unexpended construction related contract commitments of approximately \$1,608,841.

SUPPLEMENTARY INFORMATION

**TRANSPORT METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget
	Original	Final		Positive (Negative)
REVENUES				
Transfer from District No. 3	\$ -	\$ 21,000,000	\$ 19,256,703	\$ (1,743,297)
Total Revenues	-	21,000,000	19,256,703	(1,743,297)
EXPENDITURES				
Accounting	-	18,000	25,377	(7,377)
Legal	-	54,000	34,565	19,435
Engineering - Cost Verification	-	70,000	63,575	6,425
Engineering	-	9,500	-	9,500
Repay Developer Advance	-	2,241,635	2,241,635	-
Capital Outlay - District Costs	-	11,480,753	13,708,282	(2,227,529)
Capital Outlay - Developer Certified Costs	-	9,733,496	6,821,633	2,911,863
Total Expenditures	-	23,607,384	22,895,067	712,317
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES				
	-	(2,607,384)	(3,638,364)	(1,030,980)
OTHER FINANCING SOURCES (USES)				
Developer Advance	-	2,325,013	2,241,635	(83,378)
Developer Contribution	-	349,481	557,109	207,628
Transfers from Other Funds	-	-	10,838	10,838
Transfer to Other Funds	-	(16,940)	-	16,940
Total Other Financing Sources (Uses)	-	2,657,554	2,809,582	152,028
NET CHANGE IN FUND BALANCE				
	-	50,170	(828,782)	(878,952)
Fund Balance (Deficit) - Beginning of Year	-	-	(50,170)	(50,170)
FUND BALANCE (DEFICIT) - END OF YEAR	\$ -	\$ 50,170	\$ (878,952)	\$ (929,122)

OTHER INFORMATION

**TRANSPORT METROPOLITAN DISTRICT NO. 1
 SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
 DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Total Mills Levied		Total Property Taxes		Percent Collected to Levied
		General Operations	Debt Service	Levied	Collected	
2020	\$ 210	50.000	0.000	\$ 11	\$ 12	109 %
2021	10	50.000	0.000	1	1	100
Estimated for Year Ending December 31, 2022	\$ 10	50.000	0.000	\$ -		

NOTE: Property taxes collected in any one year include collection of delinquent property taxes assessed in prior years, as well as reductions for property tax refunds or abatements. Information received from the County Treasurer does not permit identification of specific year of assessment.

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT ADDRESS	TransPort Metropolitan District No. 2 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80111
CONTACT PERSON PHONE	Jason Carroll 303-779-5710
EMAIL FAX	Jason.Carroll@claconnect.com 303-779-0348

For the Year Ended
12/31/2021
or fiscal year ended:

CERTIFICATION OF PREPARER

I certify that I am an independent accountant with knowledge of governmental accounting and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least \$100,000 but not more than \$750,000, and that independent means someone who is separate from the entity.

NAME:	Jason Carroll
TITLE	Accountant for the District
FIRM NAME (if applicable)	CliftonLarsonAllen LLP
ADDRESS	8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
PHONE	303-779-5710
DATE PREPARED	2/22/2022
RELATIONSHIP TO ENTITY	CPA Firm providing accounting services to the District

PREPARER (SIGNATURE REQUIRED)

See accompanying Accountant's Compilation Report.

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]

YES	NO	If Yes, date filed:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Please use this space to provide explanation of any items on this page

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		
		General	Fund*		Fund*	Fund*	
Assets				Assets			
1-1	Cash & Cash Equivalents	\$ 5,259	\$ -	Cash & Cash Equivalents	\$ -	\$ -	
1-2	Investments	\$ -	\$ -	Investments	\$ -	\$ -	
1-3	Receivables	\$ -	\$ -	Receivables	\$ -	\$ -	
1-4	Due from Other Entities or Funds	\$ -	\$ -	Due from Other Entities or Funds	\$ -	\$ -	
1-5	Property Tax Receivable	\$ 208,851	\$ -	Other Current Assets [specify...]	\$ -	\$ -	
	All Other Assets [specify...]				\$ -	\$ -	
1-6	Receivable from County Treasurer	\$ 246	\$ -	Total Current Assets	\$ -	\$ -	
1-7		\$ -	\$ -	Capital Assets, net (from Part 6-4)	\$ -	\$ -	
1-8		\$ -	\$ -	Other Long Term Assets [specify...]	\$ -	\$ -	
1-9		\$ -	\$ -		\$ -	\$ -	
1-10		\$ -	\$ -		\$ -	\$ -	
1-11	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ 214,356	\$ -	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ -	\$ -	
Deferred Outflows of Resources				Deferred Outflows of Resources			
1-12	[specify...]	\$ -	\$ -	[specify...]	\$ -	\$ -	
1-13	[specify...]	\$ -	\$ -	[specify...]	\$ -	\$ -	
1-14	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	\$ -	\$ -	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	\$ -	\$ -	
1-15	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 214,356	\$ -	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ -	\$ -	
Liabilities				Liabilities			
1-16	Accounts Payable	\$ -	\$ -	Accounts Payable	\$ -	\$ -	
1-17	Accrued Payroll and Related Liabilities	\$ -	\$ -	Accrued Payroll and Related Liabilities	\$ -	\$ -	
1-18	Unearned Property Tax Revenue	\$ -	\$ -	Accrued Interest Payable	\$ -	\$ -	
1-19	Due to Other Entities or Funds	\$ 5,505	\$ -	Due to Other Entities or Funds	\$ -	\$ -	
1-20	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ -	\$ -	
1-21	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	\$ 5,505	\$ -	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	\$ -	\$ -	
1-22	All Other Liabilities [specify...]	\$ -	\$ -	Proprietary Debt Outstanding (from Part 4-4)	\$ -	\$ -	
1-23		\$ -	\$ -	Other Liabilities [specify...]:	\$ -	\$ -	
1-24		\$ -	\$ -		\$ -	\$ -	
1-25		\$ -	\$ -		\$ -	\$ -	
1-26		\$ -	\$ -		\$ -	\$ -	
1-27	(add lines 1-21 through 1-26) TOTAL LIABILITIES	\$ 5,505	\$ -	(add lines 1-21 through 1-26) TOTAL LIABILITIES	\$ -	\$ -	
Deferred Inflows of Resources				Deferred Inflows of Resources			
1-28	Deferred Property Taxes	\$ 208,851	\$ -	Pension Related	\$ -	\$ -	
1-29	Other [specify...]	\$ -	\$ -	Other [specify...]	\$ -	\$ -	
1-30	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	\$ 208,851	\$ -	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	\$ -	\$ -	
Fund Balance				Net Position			
1-31	Nonspendable Prepaid	\$ -	\$ -	Net Investment in Capital Assets	\$ -	\$ -	
1-32	Nonspendable Inventory	\$ -	\$ -				
1-33	Restricted [specify...]	\$ -	\$ -	Emergency Reserves	\$ -	\$ -	
1-34	Committed [specify...]	\$ -	\$ -	Other Designations/Reserves	\$ -	\$ -	
1-35	Assigned [specify...]	\$ -	\$ -	Restricted	\$ -	\$ -	
1-36	Unassigned:	\$ -	\$ -	Undesignated/Unreserved/Unrestricted	\$ -	\$ -	
1-37	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL FUND BALANCE	\$ -	\$ -	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL NET POSITION	\$ -	\$ -	
1-38	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	\$ 214,356	\$ -	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION	\$ -	\$ -	

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Fund*		Fund*	Fund*	
Tax Revenue				Tax Revenue			
2-1	Property [include mills levied in Question 10-6]	\$ 172,054	\$ -	Property [include mills levied in Question 10-6]	\$ -	\$ -	
2-2	Specific Ownership	\$ 3,288	\$ -	Specific Ownership	\$ -	\$ -	
2-3	Sales and Use Tax	\$ -	\$ -	Sales and Use Tax	\$ -	\$ -	
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	Other Tax Revenue [specify...]:	\$ -	\$ -	
2-5		\$ -	\$ -		\$ -	\$ -	
2-6		\$ -	\$ -		\$ -	\$ -	
2-7		\$ -	\$ -		\$ -	\$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ 175,342	\$ -	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	\$ -	
2-9	Licenses and Permits	\$ -	\$ -	Licenses and Permits	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	Highway Users Tax Funds (HUTF)	\$ -	\$ -	
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	Conservation Trust Funds (Lottery)	\$ -	\$ -	
2-12	Community Development Block Grant	\$ -	\$ -	Community Development Block Grant	\$ -	\$ -	
2-13	Fire & Police Pension	\$ -	\$ -	Fire & Police Pension	\$ -	\$ -	
2-14	Grants	\$ -	\$ -	Grants	\$ -	\$ -	
2-15	Donations	\$ -	\$ -	Donations	\$ -	\$ -	
2-16	Charges for Sales and Services	\$ -	\$ -	Charges for Sales and Services	\$ -	\$ -	
2-17	Rental Income	\$ -	\$ -	Rental Income	\$ -	\$ -	
2-18	Fines and Forfeits	\$ -	\$ -	Fines and Forfeits	\$ -	\$ -	
2-19	Interest/Investment Income	\$ 1,334	\$ -	Interest/Investment Income	\$ -	\$ -	
2-20	Tap Fees	\$ -	\$ -	Tap Fees	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	Proceeds from Sale of Capital Assets	\$ -	\$ -	
2-22	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
2-23		\$ -	\$ -		\$ -	\$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ 176,676	\$ -	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	\$ -	
Other Financing Sources				Other Financing Sources			
2-25	Debt Proceeds	\$ -	\$ -	Debt Proceeds	\$ -	\$ -	
2-26	Developer Advances	\$ -	\$ -	Developer Advances	\$ -	\$ -	
2-27	Other [specify...]:	\$ -	\$ -	Other [specify...]:	\$ -	\$ -	
2-28	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	
2-29	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 176,676	\$ -	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ -	\$ -	GRAND TOTALS
							\$ 176,676

IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 -STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 3 - FINANCIAL STATEMENTS - OPERATING STATEMENT - EXPENDITURES/EXPENSES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Fund*		Fund*	Fund*	
	Expenditures			Expenses			
3-1	General Government	\$ -	\$ -	General Operating & Administrative	\$ -	\$ -	
3-2	Judicial	\$ -	\$ -	Salaries	\$ -	\$ -	
3-3	Law Enforcement	\$ -	\$ -	Payroll Taxes	\$ -	\$ -	
3-4	Fire	\$ -	\$ -	Contract Services	\$ -	\$ -	
3-5	Highways & Streets	\$ -	\$ -	Employee Benefits	\$ -	\$ -	
3-6	Solid Waste	\$ -	\$ -	Insurance	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	Accounting and Legal Fees	\$ -	\$ -	
3-8	Health	\$ -	\$ -	Repair and Maintenance	\$ -	\$ -	
3-9	Culture and Recreation	\$ -	\$ -	Supplies	\$ -	\$ -	
3-10	Transfers to other districts	\$ 174,032	\$ -	Utilities	\$ -	\$ -	
3-11	Other [specify...]:	\$ -	\$ -	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	
3-12	Banking fees	\$ 43	\$ -	Other [specify...]	\$ -	\$ -	
3-13		\$ -	\$ -		\$ -	\$ -	
3-14	Capital Outlay	\$ -	\$ -	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	\$ -	\$ -	Principal (should match amount in 4-4)	\$ -	\$ -	
3-16	Interest	\$ -	\$ -	Interest	\$ -	\$ -	
3-17	Bond Issuance Costs	\$ -	\$ -	Bond Issuance Costs	\$ -	\$ -	
3-18	Developer Principal Repayments	\$ -	\$ -	Developer Principal Repayments	\$ -	\$ -	
3-19	Developer Interest Repayments	\$ -	\$ -	Developer Interest Repayments	\$ -	\$ -	
3-20	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
3-21	County Treasurer's Fees	\$ 2,601	\$ -		\$ -	\$ -	
3-22	Add lines 3-1 through 3-21	\$ 176,676	\$ -	Add lines 3-1 through 3-21	\$ -	\$ -	GRAND TOTAL
	TOTAL EXPENDITURES			TOTAL EXPENSES			\$ 176,676
3-23	Interfund Transfers (In)	\$ -	\$ -	Net Interfund Transfers (In) Out	\$ -	\$ -	
3-24	Interfund Transfers Out	\$ -	\$ -	Other [specify...][enter negative for expense]	\$ -	\$ -	
3-25	Other Expenditures (Revenues):	\$ -	\$ -	Depreciation	\$ -	\$ -	
3-26		\$ -	\$ -	Other Financing Sources (Uses) (from line 2-28)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-18)	\$ -	\$ -	
3-29	(Add lines 3-23 through 3-28)	\$ -	\$ -	(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS	\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, less line 3-29	\$ -	\$ -	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	\$ -	\$ -	Net Position, January 1 from December 31 prior year report	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)	\$ -	\$ -	Prior Period Adjustment (MUST explain)	\$ -	\$ -	
3-33	Fund Balance, December 31	\$ -	\$ -	Net Position, December 31	\$ -	\$ -	
	Sum of Lines 3-30, 3-31, and 3-32	\$ -	\$ -	Sum of Lines 3-30, 3-31, and 3-32	\$ -	\$ -	
	This total should be the same as line 1-37.	\$ -	\$ -	This total should be the same as line 1-37.	\$ -	\$ -	

IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

YES NO

Please use this space to provide any explanations or comments:

4-1	Does the entity have outstanding debt?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-2	Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; width: 400px; margin-top: 5px;">N/A</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-3	Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; width: 400px; margin-top: 5px;">N/A</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-4	Please complete the following debt schedule, if applicable: (please only include principal amounts)			
	Outstanding at beginning of year*	Issued during year	Retired during year	Outstanding at year-end
	General obligation bonds	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -
	Leases	\$ -	\$ -	\$ -
	Developer Advances	\$ -	\$ -	\$ -
	Other (specify):	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -

*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

YES NO

4-5	Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	How much? Date the debt was authorized:	<div style="border: 1px solid black; padding: 2px; width: 100px; display: inline-block;">\$ 21,000,000,000</div>		
		<div style="border: 1px solid black; padding: 2px; width: 100px; display: inline-block;">11/7/2006</div>		
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	What is being leased?			
	What is the original date of the lease?			
	Number of years of lease?			
	Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	What are the annual lease payments?	<div style="border: 1px solid black; padding: 2px; width: 100px; display: inline-block;">\$ -</div>		

PART 5 - CASH AND INVESTMENTS

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

AMOUNT TOTAL

Please use this space to provide any explanations or comments:

5-1	YEAR-END Total of ALL Checking and Savings accounts	\$ 5,259		
5-2	Certificates of deposit	\$ -		
	TOTAL CASH DEPOSITS		\$ 5,259	
	Investments (if investment is a mutual fund, please list underlying investments):			
5-3		\$ -		
		\$ -		
		\$ -		
		\$ -		
	TOTAL INVESTMENTS		\$ -	
	TOTAL CASH AND INVESTMENTS		\$ 5,259	

Please answer the following question by marking in the appropriate box

YES NO N/A

5-4	Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5	Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; width: 400px; margin-top: 5px;"></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART 6 - CAPITAL ASSETS

Please answer the following question by marking in the appropriate box YES NO Please use this space to provide any explanations or comments:

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

6-2: The District has no capital assets

6-3 Complete the following Capital Assets table for GOVERNMENTAL FUNDS:

	Balance - beginning of the year ¹	Additions ²	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

6-4 Complete the following Capital Assets table for PROPRIETARY FUNDS:

	Balance - beginning of the year*	Additions	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

* Must agree to prior year-end balance
 - Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

PART 7 - PENSION INFORMATION

* YES NO Please use this space to provide any explanations or comments:

- 7-1 Does the entity have an "old hire" firefighters' pension plan? YES NO
- 7-2 Does the entity have a volunteer firefighters' pension plan? YES NO
- If yes: Who administers the plan? YES NO

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Empty space for explanations or comments.

PART 8 - BUDGET INFORMATION

Please answer the following question by marking in the appropriate box				YES	NO	N/A	Please use this space to provide any explanations or comments:
8-1	Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
8-2	Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
If yes:	Please indicate the amount appropriated for each fund separately for the year reported						

Governmental/Proprietary Fund Name	Total Appropriations By Fund
Amended General Fund	\$ 167,730
	\$ -
	\$ -
	\$ -

PART 9 - TAX PAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box				YES	NO	Please use this space to provide any explanations or comments:
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.						

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box				YES	NO	Please use this space to provide any explanations or comments:						
10-1	Is this application for a newly formed governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10-4: Pursuant to the District Coordinating Services Agreement dated November 20, 2019, TransPort Metropolitan District No. 1 will provide certain operation, maintenance, and administrative services benefiting TransPort Metropolitan Districts No. 2, 3, and 4 (collectively "Districts"). The Districts will pay the cost of such services through the imposition of ad valorem taxes and transferring such taxes, net of collection fees, to TransPort Metropolitan District No. 1.								
If yes:	Date of formation:	<div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 auto;"></div>										
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>									
If Yes:	NEW name	<div style="border: 1px solid black; width: 400px; height: 20px; margin: 0 auto;"></div>										
	PRIOR name	<div style="border: 1px solid black; width: 400px; height: 20px; margin: 0 auto;"></div>										
10-3	Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>									
10-4	Please indicate what services the entity provides:	<div style="border: 1px solid black; width: 450px; height: 20px; margin: 0 auto;"></div>										
10-5	Does the entity have an agreement with another government to provide services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>									
If yes:	List the name of the other governmental entity and the services provided:	<div style="border: 1px solid black; width: 450px; height: 20px; margin: 0 auto;"></div>										
10-6	Does the entity have a certified mill levy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>									
If yes:	Please provide the number of <u>mills</u> levied for the year reported (do not enter \$ amounts):	<table border="1" style="width: 100%; border-collapse: collapse; margin: 0 auto;"> <tr> <td style="width: 60%; padding: 2px;">Bond Redemption mills</td> <td style="text-align: right; padding: 2px;">0.000</td> </tr> <tr> <td style="padding: 2px;">General/Other mills</td> <td style="text-align: right; padding: 2px;">70.000</td> </tr> <tr style="background-color: #cccccc;"> <td style="padding: 2px;">Total mills</td> <td style="text-align: right; padding: 2px;">70.000</td> </tr> </table>		Bond Redemption mills	0.000	General/Other mills	70.000	Total mills	70.000			
Bond Redemption mills	0.000											
General/Other mills	70.000											
Total mills	70.000											

Please use this space to provide any additional explanations or comments not previously included:

OSA USE ONLY

Entity Wide:		General Fund		Governmental Funds		Notes			
Unrestricted Cash & Investments	\$	5,259	Unrestricted Fund Balan	\$	-	Total Tax Revenue	\$	175,342	
Current Liabilities	\$	5,505	Total Fund Balance	\$	-	Revenue Paying Debt Service	\$	-	
Deferred Inflow	\$	208,851	PY Fund Balance	\$	-	Total Revenue	\$	176,676	
			Total Revenue	\$	176,676	Total Debt Service Principal	\$	-	
			Total Expenditures	\$	176,676	Total Debt Service Interest	\$	-	
			Interfund In	\$	-				
Governmental			Interfund Out	\$	-	Enterprise Funds			
Total Cash & Investments	\$	5,259				Net Position	\$	-	
Transfers In	\$	-	Proprietary			PY Net Position	\$	-	
Transfers Out	\$	-	- Current Assets	\$	-	Government-Wide			
Property Tax	\$	172,054	Deferred Outflow	\$	-	Total Outstanding Debt	\$	-	
Debt Service Principal	\$	-	- Current Liabilities	\$	-	Authorized but Unissued	\$	21,000,000,000	
Total Expenditures	\$	176,676	Deferred Inflow	\$	-	Year Authorized		11/7/2006	
Total Developer Advances	\$	-	- Cash & Investments	\$	-				
Total Developer Repayments	\$	-	- Principal Expense	\$	-				

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box	YES	NO	
12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

Policy - Requirements

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

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

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

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

Below is the certification and approval of the governing body. By signing, each individual member is certifying they are a duly elected or appointed officer of the local government. Governing members may be verified. Also by signing, the individual member certifies that this Application for Exemption from Audit has been prepared consistent with Section 29-1-604, C.R.S., which states that a governmental agency with revenue and expenditures of \$750,000 or less must have an application prepared by an independent accountant with knowledge of governmental accounting; completed to the best of their knowledge and is accurate and true. Use additional pages if needed.

	Print the names of <u>ALL</u> members of the governing body below.	A MAJORITY of the members of the governing body must complete and sign in the column below.
1	Full Name Kelsey Hall	I, Kelsey Hall , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>Kelsey Hall</u> Date: <u>2/23/2022</u> My term Expires: <u>May 2023</u>
2	Full Name Nick Hernandez	I, Nick Hernandez , attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: <u>Nick Hernandez</u> Date: <u>2/25/2022</u> My term Expires: <u>May 2022</u>
3	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
4	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
5	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
6	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
7	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Accountant's Compilation Report

Board of Directors
TransPort Metropolitan District No. 2
Denver County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of TransPort Metropolitan District No. 2 as of and for the year ended December 31, 2021, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

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

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

We are not independent with respect to TransPort Metropolitan District No. 2.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

Greenwood Village, Colorado
February 11, 2022

Certificate Of Completion

Envelope Id: 04891060311A463D857C823E234C2197	Status: Completed
Subject: Please DocuSign: TMD No.2 - 2021 Audit Exemption.pdf	
Client Name: TransPort Metropolitan District No. 2	
Client Number: 011-046293-00	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carl Powell
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Carl.Powell@claconnect.com
	IP Address: 165.225.10.167

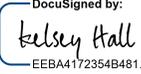
Record Tracking

Status: Original	Holder: Carl Powell	Location: DocuSign
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Kelsey Hall
 khall@portcolorado.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 EEBA4172354B481...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.228.24.155

Timestamp

Sent: 2/23/2022 10:50:47 AM
 Viewed: 2/23/2022 11:02:53 AM
 Signed: 2/23/2022 11:03:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/23/2022 11:02:53 AM
 ID: b304cf0b-90cb-4da4-b07a-502c2d287813

Nick Hernandez
 nhernandez@portcolorado.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 46F4DCA7DE784DA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 104.13.179.238

Sent: 2/23/2022 11:03:05 AM
 Viewed: 2/25/2022 9:00:23 AM
 Signed: 2/25/2022 9:00:40 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/25/2022 9:00:23 AM
 ID: 706025d2-7a98-4ff3-b179-7edc63202fc5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2022 10:50:47 AM
Certified Delivered	Security Checked	2/25/2022 9:00:23 AM
Signing Complete	Security Checked	2/25/2022 9:00:40 AM
Completed	Security Checked	2/25/2022 9:00:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**TRANSPORT METROPOLITAN
DISTRICT NO. 3
Adams County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**TRANSPORT METROPOLITAN DISTRICT NO. 3
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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Transport Metropolitan District No. 3
Adams County, Colorado

Opinion

We have audited the accompanying financial statements of the governmental activities and each major fund of the Transport Metropolitan District No. 3 (the "District"), Adams County, Colorado, as of and for the year ended December 31, 2021, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Transport Metropolitan District No. 3, as of December 31, 2021, and the respective changes in financial position and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Transport Metropolitan District No. 3 and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Transport Metropolitan District No. 3's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Transport Metropolitan District No. 3's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Transport Metropolitan District No. 3's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Transport Metropolitan District No. 3's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has not presented Management's Discussion and Analysis that governmental accounting principles generally accepted in the United States of America require to be presented to supplement the basis financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basis financial statements is not affected by the missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Transport Metropolitan District No. 3's basic financial statements. The supplemental information listed in the table of contents are presented for the purpose of additional analysis and was not a required part of the financial statements.

The supplemental schedules of Debt Service Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual and Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Debt Service Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual and Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual are fairly stated in all material respects in relation to the financial statements as a whole.

The Schedule of Debt Service Requirements to Maturity and Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express any opinion or provide any assurance on them.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC
May 17, 2022
Centennial, Colorado

BASIC FINANCIAL STATEMENTS

**TRANSPORT METROPOLITAN DISTRICT NO. 3
STATEMENT OF NET POSITION
DECEMBER 31, 2021**

	<u>Governmental Activities</u>
ASSETS	
Cash and Investments	\$ 3,872
Cash and Investments - Restricted	71,031,887
Accounts Receivable - County Treasurer	16
Property Taxes Receivable	<u>1,575</u>
Total Assets	<u>71,037,350</u>
LIABILITIES	
Due to Other Districts	732,746
Accrued Interest Payable	341,191
Noncurrent Liabilities:	
Due in More Than One Year	<u>95,648,808</u>
Total Liabilities	<u>96,722,745</u>
DEFERRED INFLOWS OF RESOURCES	
Property Tax Revenue	<u>1,575</u>
Total Deferred Inflows of Resources	<u>1,575</u>
NET POSITION	
Restricted For:	
Debt Service	17,033,523
Capital Projects	53,269,506
Unrestricted	<u>(95,989,999)</u>
Total Net Position	<u><u>\$ (25,686,970)</u></u>

See accompanying Notes to Basic Financial Statements.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 19,263,217	\$ -	\$ 3,200	\$ -	\$ (19,260,017)
Interest and Related Costs on Long-Term Debt	6,437,050	-	-	-	(6,437,050)
Total Governmental Activities	\$ 25,700,267	\$ -	\$ 3,200	\$ -	(25,697,067)
GENERAL REVENUES					
					2,989
					219
					6,889
					10,097
CHANGE IN NET POSITION					
					(25,686,970)
					-
					\$ (25,686,970)

See accompanying Notes to Basic Financial Statements.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash and Investments	\$ 3,872	\$ -	\$ -	\$ 3,872
Cash and Investments - Restricted	-	17,033,523	53,998,364	71,031,887
Accounts Receivable - County Treasurer	16	-	-	16
Property Taxes Receivable	309	1,266	-	1,575
Total Assets	\$ 4,197	\$ 17,034,789	\$ 53,998,364	\$ 71,037,350
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Due to Other Districts	3,888	-	728,858	732,746
Total Liabilities	3,888	-	728,858	732,746
 DEFERRED INFLOWS OF RESOURCES				
Property Tax Revenue	309	1,266	-	1,575
Total Deferred Inflows of Resources	309	1,266	-	1,575
 FUND BALANCES				
Restricted For:				
Debt Service	-	17,033,523	-	17,033,523
Capital Projects	-	-	53,269,506	53,269,506
Total Fund Balances	-	17,033,523	53,269,506	70,303,029
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 4,197	\$ 17,034,789	\$ 53,998,364	
 Amounts reported for governmental activities in the statement of net position are different because:				
 Long-term liabilities, including Developer advances payable and bonds payable are not due and payable in the current period and, therefore, are not reported in the funds.				
Bonds Payable				(95,648,808)
Accrued Interest Payable - Bonds				(341,191)
Net Position of Governmental Activities				\$ (25,686,970)

See accompanying Notes to Basic Financial Statements.

TRANSPORT METROPOLITAN DISTRICT NO. 3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Property Taxes	\$ 2,989	\$ -	\$ -	\$ 2,989
Specific Ownership Taxes	219	-	-	219
Transfer from TransPort MD No. 2	3,200	-	-	3,200
Net Investment Income	106	1,582	5,201	6,889
Total Revenues	<u>6,514</u>	<u>1,582</u>	<u>5,201</u>	<u>13,297</u>
EXPENDITURES				
Banking Fees	73	-	-	73
Transfer to TransPort MD No. 1	6,441	-	19,256,703	19,263,144
Bond Interest	-	3,320,922	-	3,320,922
Bond Issue Costs	-	-	2,292,337	2,292,337
Total Expenditures	<u>6,514</u>	<u>3,320,922</u>	<u>21,549,040</u>	<u>24,876,476</u>
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES	-	(3,319,340)	(21,543,839)	(24,863,179)
OTHER FINANCING SOURCES (USES)				
Bond Proceeds 2021A-1	-	-	82,745,000	82,745,000
Bond Proceeds 2021A-2	-	-	11,476,725	11,476,725
Bond Premium	-	-	944,483	944,483
Transfers Between Funds	-	20,352,863	(20,352,863)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>20,352,863</u>	<u>74,813,345</u>	<u>95,166,208</u>
NET CHANGE IN FUND BALANCES	-	17,033,523	53,269,506	70,303,029
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ -</u>	<u>\$ 17,033,523</u>	<u>\$ 53,269,506</u>	<u>\$ 70,303,029</u>

See accompanying Notes to Basic Financial Statements.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds \$ 70,303,029

Amounts reported for governmental activities in the statement of activities are different because:

The issuance of long-term debt (e.g., issuance of bonds, the receipt of Developer advances) provides current financial resources to governmental funds, while the repayment of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Bond Issuance	(94,221,725)
Bond Premium	(944,483)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Bonds	(341,191)
Accretion of 2021 A-2 Bonds	(516,285)
Amortization of Bond Premium	33,685

Change in Net Position of Governmental Activities	\$ (25,686,970)
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**TRANSPORT METROPOLITAN DISTRICT NO. 3
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 2,989	\$ 2,989	\$ 2,989	\$ -
Specific Ownership Taxes	240	219	219	-
Transfer from TransPort MD No. 2	-	3,200	3,200	-
Net Investment Income	-	106	106	-
Total Revenues	<u>3,229</u>	<u>6,514</u>	<u>6,514</u>	<u>-</u>
EXPENDITURES				
Banking Fees	-	73	73	-
County Treasurer's Fees	45	-	-	-
Transfer to TransPort MD No. 1	<u>3,184</u>	<u>6,441</u>	<u>6,441</u>	<u>-</u>
Total Expenditures	<u>3,229</u>	<u>6,514</u>	<u>6,514</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES				
	-	-	-	-
Fund Balance - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

See accompanying Notes to Basic Financial Statements.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 DEFINITION OF REPORTING ENTITY

TransPort Metropolitan District No. 3 (the District), a quasi-municipal corporation and a political subdivision of the State of Colorado, which is located in the City of Aurora was organized following an election held on November 7, 2006 and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District, together with TransPort Metropolitan District Nos. 1-2, 4-15 (collectively the Districts) are collectively undertaking the financing and construction of certain public improvements within the boundaries of the Districts. The service plans for the Districts authorize the Districts to enter into certain intergovernmental cost sharing and recovery agreements which govern the relationships between and among the Districts with respect to financing, construction and operation of the public improvements. These services are determined through the Coordinating Services Agreement.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not a component unit of any other primary governmental entity.

The District has no employees, and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and public hearing requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District has amended its annual budget for the year ended December 31, 2021.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 3,872
Cash and Investments - Restricted	71,031,887
Total Cash and Investments	<u>\$ 71,035,759</u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 3,872
Investments	71,031,887
Total Cash and Investments	<u>\$ 71,035,759</u>

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

As of December 31, 2021, the District had cash deposits of \$3,872.

Investments

The District has not adopted a formal investment policy, but it follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities of the World Bank
- . Certain international agency securities
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

Morgan Stanley Institutional Liquidity Funds

At December 31, 2021, all of District's funds held in trust accounts at United Missouri Bank were invested in the Morgan Stanley Institutional Liquidity Funds Treasury Portfolio. This portfolio is managed by Morgan Stanley, each share is equal in value to \$1.00, and is valued at Fair Market Value. The fund is AAA rated and invests in a process that seeks to select maturities based on the shape of the money market yield curve and on expectations as to future shifts in the level and shape of the curve, taking into consideration such factors as current short-term interest rates, Federal Reserve policy regarding interest rates, and U.S. economic activity. The average maturity of the underlying securities is 90 days or less.

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Morgan Stanley Institutional Liquidity Funds (MSILF) Treasury	Weighted-Average Under 60 Days	<u>\$ 71,031,887</u>

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Retirements	Balance - December 31, 2021	Due Within One Year
Governmental Activities					
Bonds Payable					
General Obligation Limited Tax					
Series 2021A-1	\$ -	\$ 82,745,000	\$ -	\$ 82,745,000	\$ -
Series 2021A-1 Premium	-	944,483	33,685	910,798	-
Series 2021A-2	-	11,993,010	-	11,993,010	-
Total	<u>\$ -</u>	<u>\$ 95,682,493</u>	<u>\$ 33,685</u>	<u>\$ 95,648,808</u>	<u>\$ -</u>

The details of the District's general obligation bonds outstanding during 2021 are as follows:

General Obligation Limited Tax Bonds, Series 2021A-1 (the 2021A-1 Bonds) and General Obligation Limited Tax Convertible Capital Appreciation Bonds, Series 2021A-2 (the 2021A-2 Bonds, and with the 2021A-1 Bonds, the Bonds)

Bond Proceeds

The District issued the Bonds on February 9, 2021, in the par amounts of \$82,745,000 for the 2021A-1 Bonds and \$11,476,725 (Original Principal Amount) and \$14,900,000 (Value at end of Accretion Period) for the 2021A-2 Bonds.

Proceeds from the sale of the Bonds are used to: (i) finance and/or reimburse the costs of acquisition, construction, and installation of certain public improvements; (ii) fund capitalized interest on the 2021A-1 Bonds; (iii) fund an initial deposit to the Surplus Fund; and (iv) pay other costs of issuance of the Bonds.

2021A-1 Bonds

The 2021A-1 Bonds bear interest at rates ranging from 4.125% to 5.000% (yield 4.870%), payable semi-annually on June 1 and December 1, beginning on June 1, 2021. The 2021A-1 Bonds were issued as three term bonds that have annual mandatory sinking fund principal payments due annually on December 1, beginning on December 1, 2028. The 2021A-1 Bonds mature on December 1, 2051.

To the extent principal of any 2021A-1 Bond is not paid when due, such principal shall remain outstanding until paid and shall continue to bear interest at the rate then borne by the 2021A-1 Bond. To the extent interest on any 2021A-1 Bond is not paid when due, such interest shall compound semi-annually on each interest payment date at the rate borne by the 2021A-1 Bond.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG TERM OBLIGATIONS (CONTINUED)

Bond Proceeds (Continued)

2021A-2 Bonds

The 2021A-2 Bonds were issued as capital accretion bonds that automatically convert to current interest bonds on December 1, 2025. Prior to conversion to current interest bonds, the 2021A-2 Bonds do not pay current interest, rather they accrete in value at an annual yield equal to 5.500%. The accreted amount compounds semi-annually on each June 1 and December 1, to but not including December 1, 2025. Such accreted amount, together with the original principal amount of the 2021A-2 Bonds, bears interest at the interest rate borne by the 2021A-2 Bonds upon conversion to current interest bonds.

The accreted principal balance at conversion on December 1, 2025, is expected to be \$14,900,000. Upon conversion to current interest bonds, the 2021A-2 Bonds will bear interest at a rate of 5.500%, payable semi-annually on June 1 and December 1, commencing on June 1, 2026. Annual principal payments are due on December 1 of each year beginning December 1, 2028. The 2021A-2 Bonds mature on December 1, 2051.

On and after conversion to current interest bonds, to the extent principal of any 2021A-2 Bond is not paid when due, such principal shall remain outstanding until paid, and shall continue to bear interest at the rate then borne by the 2021A-2 Bond. To the extent interest on any 2021A-2 Bond is not paid when due, such unpaid interest shall compound semi-annually on each interest payment date at the rate borne by the 2021A-2 Bond.

Optional Redemption

The Bonds are subject to redemption prior to maturity, at the option of the District, on March 1, 2026, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
March 1, 2026, to February 28, 2027	3.00%
March 1, 2027, to February 29, 2028	2.00
March 1, 2028, to February 28, 2029	1.00
March 1, 2029, and thereafter	0.00

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Mandatory Extraordinary Redemption

The Bonds are subject to mandatory extraordinary redemption in integral multiples of \$1,000 on the January 15 immediately succeeding the Partial Surplus Fund Release Date, if any, solely from and to the extent of moneys on deposit in the Surplus Fund in excess of the amount of the initial deposit made thereto, at a redemption price equal to the principal amount thereof to be redeemed, with no redemption premium, plus interest accrued to the redemption date. The Partial Surplus Release Date means (i) the first date on which the Debt to Assessed Ratio is 50% or less, and no amounts of principal or interest on the Bonds are due but unpaid; and (ii) for each year following the first Partial Surplus Fund Release Date, the first date on which no amounts of principal or interest on the Bonds are due but unpaid and the Surplus Fund is funded in the amount of the Maximum Surplus Amount. On the Partial Surplus Fund Release Date, the Trustee shall determine the amount, if any, on deposit in the Surplus Fund in excess of the amount of the initial deposit made thereto and, without any further direction required from the District, shall take such actions as may be necessary to redeem as many Bonds as can be redeemed with such moneys on the immediately succeeding January 15th, subject to the following: (i) Bonds to be redeemed shall be selected first from any Outstanding Series 2021A-2 Bonds, and, only after all Outstanding Series 2021A-2 Bonds have been redeemed, then from any outstanding Series 2021A-1 Bonds; and (ii) within each series, Bonds shall be selected for redemption in inverse order of maturity.

Pledged Revenue

The Bonds are secured by and payable solely from and to the extent of Pledged Revenue which means:

- (a) the Required Mill Levy;
- (b) the portion of the Specific Ownership Tax which is collected as a result of imposition of the Required Mill Levy; and
- (c) any other legally available moneys which the District determines, in its absolute discretion, to transfer to the Trustee for application as Pledged Revenue.

Required Mill Levy

The District has covenanted to impose a Required Mill Levy upon all taxable property of the District each year in an amount sufficient to pay the Bonds when due, but (i) not in excess of 50 mills less the number of mills necessary to pay any unlimited mill levy debt (subject to adjustment for changes in the method of calculating assessed valuation after January 1, 2004); and (ii) not less than 40 mills (subject to adjustment) less the number of mills necessary to pay any unlimited mill levy debt, or such lesser mill levy which will pay the Bonds when due and will fund the Surplus Fund up to the Maximum Surplus Amount.

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Additional Security

The 2021A-1 Bonds are additionally secured by capitalized interest which was funded from proceeds of the 2021A-1 Bonds in the amount of \$12,282,863. In addition, the Bonds are secured by the Surplus Fund which was partially funded from proceeds of the Bonds in the amount of \$8,070,000.

Pledged Revenue that is not needed to pay debt service on the Bonds in any year will be deposited to and held in the Surplus Fund, up to the Maximum Surplus Amount. Prior to the Partial Surplus Fund Release Date, the Maximum Surplus Amount is \$16,549,000 and after the Partial Surplus Fund Release Date, the Maximum Surplus Amount is \$8,070,000.

As of December 31, 2021, the balance in the capitalized interest account is \$8,962,870 and the balance in the Surplus Fund is \$8,070,652.

Debt Service

The outstanding principal and interest of the 2021A-1 Bonds are due as follows:

	Principal	Interest	Total
2022	\$ -	\$ 4,094,288	\$ 4,094,288
2023	-	4,094,288	4,094,288
2024	-	4,094,288	4,094,288
2025	-	4,094,288	4,094,288
2026	-	4,094,288	4,094,288
2027-2031	4,910,000	20,258,173	25,168,173
2032-2036	11,000,000	18,440,750	29,440,750
2037-2041	15,615,000	15,253,500	30,868,500
2042-2046	21,735,000	10,768,750	32,503,750
2047-2051	29,485,000	4,599,500	34,084,500
Total	<u>\$ 82,745,000</u>	<u>\$ 89,792,113</u>	<u>\$ 172,537,113</u>

The outstanding principal and interest of the 2021A-2 Bonds are due as follows:

	Principal	Interest	Total
2022	\$ -	\$ -	\$ -
2023	-	-	-
2024	-	-	-
2025	-	-	-
2026	-	819,500	819,500
2027-2031	760,000	4,057,900	4,817,900
2032-2036	1,890,000	3,697,925	5,587,925
2037-2041	2,765,000	3,086,600	5,851,600
2042-2046	3,965,000	2,201,650	6,166,650
2047-2051	5,520,000	950,400	6,470,400
Total	<u>\$ 14,900,000</u>	<u>\$ 14,813,975</u>	<u>\$ 29,713,975</u>

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Debt Authorization

As of December 31, 2021, the District had remaining voted debt authorization of approximately \$20,905,778,275.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to the District.

NOTE 5 NET POSITION

The District has net position consisting of two components: restricted and unrestricted.

Restricted net position includes assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2021 as follows:

Restricted Net Position:

Debt Service	\$ 17,033,523
Capital Projects	<u>53,269,506</u>
Total Restricted Net Position	<u><u>\$ 70,303,029</u></u>

The District has a deficit in unrestricted net position. The deficit was a result of the District being responsible for the repayment of bonds issued for public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

NOTE 6 INTERFUND TRANSFERS

The transfer from the Capital Projects Fund to the Debt Service Fund represents bond proceeds deposited into the Capitalized Interest Fund and Debt Service Reserve Fund, which funds will be maintained and tracked in the Debt Service Fund.

NOTE 7 AGREEMENTS

District Coordinating Services Agreement (District Nos. 1-4)

Effective as of February 5, 2020, the District and TransPort Metropolitan District Nos. 1-2 & 4 (collectively, the Coordinating Districts) entered into a District Coordinating Services Agreement (the Coordinating Services Agreement) for the purpose of establishing the respective obligations of the Coordinating Districts with respect to the coordination, oversight, construction and funding of certain administrative costs of the Coordinating Districts, and costs related to the continued operation and maintenance of certain of the public improvements within such Coordinating Districts. Pursuant to the Coordinating Services Agreement, the District and TransPort Metropolitan District Nos. 2 & 4 were designated as the "financing districts". TransPort Metropolitan District No. 1 was designated as the "coordinating district".

**TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 8 INTERGOVERNMENTAL AGREEMENTS

Service Plan Intergovernmental Agreement with the City of Aurora

The Service Plan for the District includes authorization for the District to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements. The District shall impose the ARI Mill Levy. Effective in 2022, the District imposed a mill levy of one (1) mill, dedicated and pledged to the City for this purpose.

NOTE 9 RELATED PARTIES

The property within the District is being developed by Transport Colorado, LLC, (Developer). During 2021, all of the members of the Board of Directors were officers or employees of, or otherwise associated with the Developer or a related entity, and may have conflicts of interest in matters involving the District.

NOTE 10 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

TRANSPORT METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 11 TAX, SPENDING, AND DEBT LIMITATION

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

On November 7, 2006, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. As of December 31, 2021, the District has not provided for an emergency reserve fund equal to at least 3% of the fiscal year spending, as defined under TABOR, because net tax revenue is transferred to District No. 1, which provides for the required reserve amount.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**TRANSPORT METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Net Investment Income	\$ 129,900	\$ 1,582	\$ (128,318)
Total Revenues	<u>129,900</u>	<u>1,582</u>	<u>(128,318)</u>
EXPENDITURES			
Capital Outlay:			
Bond Interest	3,579,114	3,320,922	258,192
Paying Agent Fees	6,000	-	6,000
Total Expenditures	<u>3,585,114</u>	<u>3,320,922</u>	<u>264,192</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(3,455,214)	(3,319,340)	135,874
OTHER FINANCING SOURCES (USES)			
Transfers from Capital Projects Fund	20,902,238	20,352,863	(549,375)
Total Other Financing Sources (Uses)	<u>20,902,238</u>	<u>20,352,863</u>	<u>(549,375)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	17,447,024	17,033,523	(413,501)
Fund Balance - Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 17,447,024</u>	<u>\$ 17,033,523</u>	<u>\$ (413,501)</u>

**TRANSPORT METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Net Investment Income	\$ 251,250	\$ 5,201	\$ (246,049)
Total Revenues	<u>251,250</u>	<u>5,201</u>	<u>(246,049)</u>
EXPENDITURES			
Bond Issue Costs	2,202,253	2,292,337	(90,084)
Transfer to District No. 1	-	19,256,703	(19,256,703)
Capital Outlay	67,251,251	-	67,251,251
Total Expenditures	<u>69,453,504</u>	<u>21,549,040</u>	<u>47,904,464</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(69,202,254)	(21,543,839)	47,658,415
OTHER FINANCING SOURCES (USES)			
Bond Issuance - Series 2021 A-1	73,955,000	82,745,000	8,790,000
Bond Issuance - Series 2021 A-2	16,149,492	11,476,725	(4,672,767)
Bond Premium	-	944,483	944,483
Transfers to Debt Service Fund	(20,902,238)	(20,352,863)	(549,375)
Total Other Financing Sources (Uses)	<u>69,202,254</u>	<u>74,813,345</u>	<u>4,512,341</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	-	53,269,506	52,170,756
Fund Balance - Beginning of Year	-	-	-
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ 53,269,506</u>	<u>\$ 52,170,756</u>

OTHER INFORMATION

TRANSPORT METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2021

\$82,745,000 General Obligation
Limited Tax Bonds
Series 2021A-1

\$14,900,000 General Obligation
Convertible Capital Appreciation Bonds
Series 2021A-2

<u>Year Ending</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Annual Total</u>
2022	\$ -	\$ 4,094,288	\$ -	\$ -	\$ 4,094,288
2023	-	4,094,288	-	-	4,094,288
2024	-	4,094,288	-	-	4,094,288
2025	-	4,094,288	-	-	4,094,288
2026	-	4,094,288	-	819,500	4,913,788
2027	-	4,094,287	-	819,500	4,913,787
2028	440,000	4,094,287	40,000	819,500	5,393,787
2029	1,100,000	4,076,137	165,000	817,300	6,158,437
2030	1,650,000	4,030,762	270,000	808,225	6,758,987
2031	1,720,000	3,962,700	285,000	793,375	6,761,075
2032	1,905,000	3,891,750	320,000	777,700	6,894,450
2033	1,995,000	3,796,500	340,000	760,100	6,891,600
2034	2,215,000	3,696,750	380,000	741,400	7,033,150
2035	2,325,000	3,586,000	405,000	720,500	7,036,500
2036	2,560,000	3,469,750	445,000	698,225	7,172,975
2037	2,685,000	3,341,750	470,000	673,750	7,170,500
2038	2,940,000	3,207,500	520,000	647,900	7,315,400
2039	3,090,000	3,060,500	545,000	619,300	7,314,800
2040	3,365,000	2,906,000	600,000	589,325	7,460,325
2041	3,535,000	2,737,750	630,000	556,325	7,459,075
2042	3,835,000	2,561,000	695,000	521,675	7,612,675
2043	4,030,000	2,369,250	730,000	483,450	7,612,700
2044	4,360,000	2,167,750	795,000	443,300	7,766,050
2045	4,575,000	1,949,750	835,000	399,575	7,759,325
2046	4,935,000	1,721,000	910,000	353,650	7,919,650
2047	5,180,000	1,474,250	960,000	303,600	7,917,850
2048	5,575,000	1,215,250	1,035,000	250,800	8,076,050
2049	5,855,000	936,500	1,095,000	193,875	8,080,375
2050	6,280,000	643,750	1,185,000	133,650	8,242,400
2051	6,595,000	329,750	1,245,000	68,475	8,238,225
Total	\$ 82,745,000	\$ 89,792,113	\$ 14,900,000	\$ 14,813,975	\$ 202,251,088

**TRANSPORT METROPOLITAN DISTRICT NO. 3
 SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
 DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Tax Levy	Mills Levied for			Total Property Taxes		Percent Collected to Levied
		General	Debt Service	ARI	Levied	Collected	
2020	\$ 52,650	50.000	0.000	0.000	\$ 2,819	\$ 2,632	93.37 %
2021	59,780	50.000	0.000	0.000	2,989	2,989	100.00
Estimated for the Year Ending December 31, 2022	\$ 30,880	10.000	40.000	1.000	\$ 1,575		

NOTE: Property taxes shown as collected in any one year include collection of delinquent property taxes or abatements of property taxes assessed in prior years. This presentation does not attempt to identify specific years of assessment.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

**NAME OF GOVERNMENT
ADDRESS**

TransPort Metropolitan District No. 4
8390 E Crescent Parkway
Suite 300
Greenwood Village, CO 80111
Jason Carroll
303-779-5710
Jason.Carroll@claconnect.com
303-779-0348

**For the Year Ended
12/31/21
or fiscal year ended:**

**CONTACT PERSON
PHONE
EMAIL
FAX**

PART 1 - CERTIFICATION OF PREPARER

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

**NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED**

Jason Carroll
Accountant for the District
CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
303-779-5710
2/22/2022

PREPARER (SIGNATURE REQUIRED)

SEE ATTACHED ACCOUNTANT'S COMPILATION REPORT

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

PART 2 - REVENUE

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

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 35,639	
2-2	Specific ownership	\$ 235	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ 768	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22	Transfer from other District	\$ 100	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 36,742	

PART 3 - EXPENDITURES/EXPENSES

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

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24	Transfer to TransPort Metropolitan District No. 1	\$ 36,679	
3-25	Banking fees	\$ 63	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 36,742	

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

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

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

*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date the debt was authorized:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">11/7/2006</div>	
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

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

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ 4,105	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ 4,105
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
5-3	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ 4,105

Please answer the following questions by marking in the appropriate boxes

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

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

PART 6 - CAPITAL ASSETS

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

Yes No

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

N/A. The District has no capital assets

Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

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

Yes No

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

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

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

Yes No N/A

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

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
Amended General Fund	\$ 36,728

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

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

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

If no, MUST explain:

PART 10 - GENERAL INFORMATION

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

Yes

No

10-1 Is this application for a newly formed governmental entity?

If yes: **Date of formation:**

10-2 Has the entity changed its name in the past or current year?

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

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

Street, Parks & Recreation, Water Sanitation, Transportation, Mosquito Control, Fire Protection, Television Relay & Translation

10-4 Does the entity have an agreement with another government to provide services?

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

See below.

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: **Date Filed:**

10-6 Does the entity have a certified Mill Levy?

If yes: **Please provide the following mills levied for the year reported (do not report \$ amounts):**

Bond Redemption mills	-
General/Other mills	50.000
Total mills	50.000

Please use this space to provide any explanations or comments:

10-4: Pursuant to the District Coordinating Services Agreement dated November 20, 2019, TransPort Metropolitan District No. 1 will provide certain operation, maintenance and administrative services benefiting TransPort Metropolitan Districts Nos. 2, 3 and 4 (collectively "Districts"). The Districts will pay the cost of such services through the imposition of ad valorem taxes and transferring such taxes, net of collection fees, to TransPort Metropolitan District No. 1.

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Policy - Requirements

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

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

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

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

Print the names of ALL members of current governing body below. Print Board Member's Name		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Kelsey Hall	I, Kelsey Hall , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>Kelsey Hall</u> Date: <u>2/23/2022</u> My term Expires: May 2023
Board Member 2	Nick Hernandez	I, Nick Hernandez , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>Nick Hernandez</u> Date: <u>2/23/2022</u> My term Expires: May 2022
Board Member 3		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 4		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 5		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 6		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Accountant's Compilation Report

Board of Directors
TransPort Metropolitan District No. 4
Denver County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of TransPort Metropolitan District No. 4 as of and for the year ended December 31, 2021, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

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

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

We are not independent with respect to TransPort Metropolitan District No. 4.

A handwritten signature in cursive script, appearing to read 'CliftonLarsonAllen LLP'.

Greenwood Village, Colorado
February 11, 2022

Certificate Of Completion

Envelope Id: 6BA3564B0C91404DB7E113B4F68B2814	Status: Completed
Subject: Please DocuSign: 0100.10 TMD No. 4 - 2021 Audit Exemption.pdf	
Client Name: TransPort Metropolitan Districts No. 4	
Client Number: 011-046294-00	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carl Powell
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Carl.Powell@claconnect.com
	IP Address: 165.225.10.167

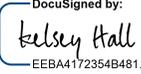
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Signer Events

Kelsey Hall
khall@portcolorado.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

EEBA4172354B481...
Signature Adoption: Pre-selected Style
Using IP Address: 50.228.24.155

Timestamp

Sent: 2/23/2022 11:31:50 AM
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Signed: 2/23/2022 12:05:24 PM

Electronic Record and Signature Disclosure:
Accepted: 2/23/2022 12:05:16 PM
ID: af15ab9b-3288-49f7-a012-1ea22a3aeec4

Nick Hernandez
nhernandez@portcolorado.com
Security Level: Email, Account Authentication (None)

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Viewed: 2/23/2022 2:22:58 PM
Signed: 2/23/2022 2:23:15 PM

Electronic Record and Signature Disclosure:
Accepted: 2/23/2022 2:22:58 PM
ID: 9b782bbe-4a21-47f9-b5f2-fb84c1146289

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2022 11:31:50 AM
Certified Delivered	Security Checked	2/23/2022 2:22:58 PM
Signing Complete	Security Checked	2/23/2022 2:23:15 PM
Completed	Security Checked	2/23/2022 2:23:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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