

**FOURTH AMENDMENT TO COMPREHENSIVE FUNDING PLAN,
MASTER DEVELOPMENT AGREEMENT, PRE-ANNEXATION AGREEMENT,
AND INTERGOVERNMENTAL AGREEMENT FOR
PRAIRIE CENTER, BRIGHTON, COLORADO**

THIS FOURTH AMENDMENT TO COMPREHENSIVE FUNDING PLAN, MASTER DEVELOPMENT AGREEMENT, PRE-ANNEXATION AGREEMENT, AND INTERGOVERNMENTAL AGREEMENT FOR PRAIRIE CENTER, BRIGHTON, COLORADO (this “**Fourth Amendment**”) is made and entered into as of the ____ day of _____, 20__ (the “**Effective Date of the Fourth Amendment**”) by and between THE CITY OF BRIGHTON, COLORADO, a home-rule municipality of the State of Colorado (the “**City**”), BRIGHTON URBAN RENEWAL AUTHORITY (“**BURA**”), a body corporate and politic of the State of Colorado (the “**State**”) duly organized and existing as an urban renewal authority under the laws of the State, THF PRAIRIE CENTER DEVELOPMENT, L.L.C., a Colorado limited liability company (“**THF Development**”), THF PRAIRIE CENTER RETAIL ONE, L.L.C., a Missouri limited liability company (“**THF Retail One**” and together with THF Development, the “**Developers**”), and PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

This Fourth Amendment is made with reference to the following facts:

A. The City, the City of Brighton Water, Sewer, and Drainage Enterprise, a government-owned utility enterprise pursuant to Article X, § 20(2) of the Colorado state constitution (the “**City Utility Enterprise**”), the Developers, Prairie Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, and Prairie Center Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado, previously entered into that certain Comprehensive Funding Plan, Master Development Agreement, Pre-Annexation Agreement, and Intergovernmental Agreement for Prairie Center, Brighton, Colorado, dated December 5, 2005, recorded in the real property records of Adams County, Colorado at Reception No. 20051216001378220 (the “**Original Agreement**”), as modified by the First Amendment to Comprehensive Funding Plan, Master Development Agreement, Pre-Annexation Agreement, and Intergovernmental Agreement for Prairie Center, Brighton, Colorado, made and entered into as of July 7, 2009, and recorded in the real property records of Adams County, Colorado at Reception No. 2011000051551, as modified by the Second Amendment to Comprehensive Funding Plan, Master Development Agreement, Pre-Annexation Agreement, and Intergovernmental Agreement for Prairie Center, Brighton, Colorado, made and entered into as of February 8, 2012, and recorded in the real property records of Adams County, Colorado at Reception No. 2012000014188, as modified by the Third Amendment to Comprehensive Funding Plan, Master Development Agreement, Pre-Annexation Agreement, and Intergovernmental Agreement for Prairie Center, Brighton, Colorado, made and entered into as of June 16, 2015, and recorded in the real property records of Adams County, Colorado at Reception No. 2015000064391 (collectively, the “**Comprehensive Agreement**”). Unless otherwise defined in this Fourth Amendment, capitalized terms used herein have the meanings given to them in the Comprehensive Agreement.

B. The City and the City Utility Enterprise represent and warrant to the other Parties (defined in Recital H) that the City Utility Enterprise is not a separate political subdivision of the City but rather a government-owned utility enterprise pursuant to Article X, § 20(2) of the Colorado state constitution under the control and governance of the City; accordingly, the City Utility Enterprise is no longer a proper separate party to the Comprehensive Agreement.

C. Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 2 previously have assigned all of their right, title and interest in the Comprehensive Agreement to the District and the District has assumed all such right, title and interest in the Comprehensive Agreement.

D. The Developers acquired the Property with the intent of developing the Project under a coordinated plan of development and financing as contemplated in the Comprehensive Agreement, and it continues to be the Parties' expectation that development of the Project in accordance with the Comprehensive Agreement will provide for orderly growth, ensure reasonable certainty, stability and fairness in the land use planning process, stimulate economic growth and increase tax revenues within the City and Adams County, Colorado, and foster cooperation between the public and private sectors in the area of land use planning.

E. The Parties desire to continue working cooperatively to provide for development of the Property as a master planned mixed use project known as Prairie Center, which is intended to be a unique, yet fully integrated, community within the City.

F. The Parties acknowledge that the Comprehensive Agreement contemplates that the District may install, own and operate non-potable distribution lines and related infrastructure and facilities within and to the Property, and provide a raw water supply approved by the City with respect to the Non-Potable Water Distribution System, to the extent Developers and District No. 3 (as assignee of District No. 1 under the Comprehensive Agreement) determined the City's Fees for potable water service are such that development of the Non-Potable Water Distribution System is economically viable.

G. Subsequent to the Parties entering into the Comprehensive Agreement, certain conditions have changed with respect to provision of non-potable water service within the Project and the City as a whole that have impacted certain assumptions underlying the Non-Potable Water Distribution System terms and conditions in the Comprehensive Agreement, including but not limited to the City's desire to own, use, operate and maintain the Lutz Reservoir as a key component of a City-operated non-potable water distribution system.

H. In response to such changed conditions and in order to advance the City's non-potable water distribution system development objective within the City generally, the City, BURA, the Developers and the District (each a "Party" and collectively, the "Parties") desire to enter into this Fourth Amendment to reflect the changed conditions referenced herein, and to otherwise modify certain terms of the Comprehensive Agreement, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Fourth Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

All terms which are defined in the Comprehensive Agreement will have the same meanings, respectively, in this Fourth Amendment unless otherwise defined herein or unless the context by clear implication otherwise requires. In addition, the definitions set forth in Article 1 of the Comprehensive Agreement are hereby amended as follows:

1. The definition of “Exhibits” in Section 1.1 of the Comprehensive Agreement is hereby amended by adding the following Exhibits:

Exhibit K. Engineer’s Affidavit of Construction Costs (Stormwater Alignment Improvements)

Exhibit L. Memorandum Regarding Existing Non-Potable System Component Costs.

Exhibit M. Lutz Parcel Conceptual Site Plan

Exhibit N. Lutz Parcel Legal Description

Exhibit O. Required Easements

Exhibit P. Depiction of Non-Potable Distribution System

Exhibit Q. Lutz Parcel Permitted Uses

2. The definition of “Non-Potable Water Distribution System” set forth in Section 1.1 of the Comprehensive Agreement is hereby deleted in its entirety and in its place inserted the following:

Non-Potable Water Distribution System. As more particularly described in Section 3.6 of this Agreement, the parallel non-potable water source and associated distribution lines and related infrastructure and facilities to be constructed, operated and maintained within the Project.

3. A new definition of “Effective Date of the Fourth Amendment” is hereby inserted in Section 1.1 of the Comprehensive Agreement as follows:

Effective Date of the Fourth Amendment. [REDACTED], 20 [REDACTED].

4. A new definition of “Existing Non-Potable Distribution Lines” is hereby inserted into Section 1.1 of the Comprehensive Agreement as follows:

Existing Non-Potable Distribution Lines. As defined in Section 3.6(b).

5. A new definition of “Drainage and Water Quality Improvements” is hereby inserted into Section 1.1 of the Comprehensive Agreement as follows:

Drainage and Water Quality Improvements. The improvements designed, constructed and installed by the District related to stormwater management and water quality, totaling Three Hundred Ninety-Five Thousand One Hundred Twenty Dollars and Twenty-Seven Cents (\$395,120.27) as of the Effective Date of the Fourth Amendment, as more particularly described as “drainage and water quality costs” in that certain memorandum prepared by Aaron Clutter of J R Engineering for the District dated February 2, 2018 and attached to this Agreement as Exhibit L; for the avoidance of doubt, the Drainage and Water Quality Improvements are not the improvements described in Section 4.3(n)(i)(a) of the Comprehensive Agreement which are to be funded or reimbursed from one-fifth (1/5) of the Credit PIF Revenues derived from the initial Credit PIF rate of 1.25%.

6. A new definition of “Lutz Parcel” is hereby inserted into Section 1.1 of the Comprehensive Agreement as follows:

Lutz Parcel. The Lutz Parcel as legally described and shown in Exhibit N of this Agreement.

7. A new definition of “Stormwater Alignment Improvements” is hereby inserted into Section 1.1 of the Comprehensive Agreement as follows:

Stormwater Alignment Improvements. As more particularly described in Exhibit K of this Agreement, the storm drainage detention pond, pipes and associated improvements and facilities designed, constructed and installed by the District as of the Effective Date of the Fourth Amendment relating to utilization of Lutz Reservoir as a component of the Non-Potable Water Distribution System; such improvements and facilities are the “Stormwater Alignment Improvements” as described and defined in the Village V DA Amendment.

8. A new definition of “Village V DA Amendment” is hereby inserted in Section 1.1 of the Comprehensive Agreement as follows:

Village V DA Amendment. That certain First Amendment to Prairie Center Village V Subdivision Filing No. V Development Agreement entered into by the City, the District and THF Development and recorded in the Records at Reception No. 2022000003391.

9. The Parties acknowledge that, on or about the Effective Date of the Fourth Amendment, the City intends to amend, or has amended, Articles 3-5 and 13-4 of the Code to, among other matters, modify and replace the terms “Water Plant Investment Fee”, “Water

Resource Fee”, and “Water System Improvement Fee” in the Code. Notwithstanding Water Plant Investment Fee, Water Resource Fee, and Water System Improvement Fee as defined in Section 1.1 of the Comprehensive Agreement and used in the Comprehensive Agreement, the City Fees charged by the City for the purposes set forth in Article 13-4 of the Code and in the amount determined by City Council from time to time and as set forth in the Fee Resolution shall apply to the Project notwithstanding such modified terms, subject to the terms and conditions of the Comprehensive Agreement.

ARTICLE 2
MASTER DEVELOPMENT AGREEMENT

1. Potable Water Fees. Section 3.5(e) of the Comprehensive Agreement is hereby deleted in its entirety and in its place inserted the following:

Fees. The applicable Applicant will pay all City Fees associated with the City’s provision of potable water service to the Project at the times and in the amounts adopted by City Council from time to time and set forth in the Fee Resolution. Payment of the City Fees associated with the City’s provision of potable water service to the Project will be a condition precedent to the City’s issuance of a tap or building permit for the relevant Site. All City Fees or charges for potable water service for the Property will be on terms and conditions consistent with and equivalent to the City’s charges to other water users within the City that are approved by City Council and applied within the City on a uniform and non-discriminatory basis, which charges and City Fees will include a potable and non-potable rate structure that reflects the cost reductions to the City in its use of non-potable water systems as described in Section 3.6 below. Without limitation of the foregoing, with respect to potable water supply, the applicable Applicant or Developer will pay the Water System Improvement Fee component of the Water Plant Investment Fee as provided in the Code and the Fee Resolution, and will satisfy the Water Resource Fee component of the Water Plant Investment Fee as follows:

(i) For Sites within the Phase I PUD, the applicable Developer or Applicant will satisfy the Water Resource Fee by paying said fee in the amount in effect at the time payment is due and paid.

(ii) For the remainder of the Property (excluding the Phase I PUD), the applicable Developer or Applicant will satisfy the Water Resource Fee either by paying the fee amount in effect at the time of building permit issuance or by conveying (or, in the alternative, a District may acquire and convey) to the City sufficient specifically designated acceptable water shares or other form of water rights that meet the City’s established standards and criteria as set forth in the Code, and the City will provide service on that basis. Such determination will be made in accordance with the Code and will be set forth in the applicable Site Development Agreement.

2. Non-Potable Water. Section 3.6 of the Comprehensive Agreement is hereby deleted in its entirety and in its place inserted the following:

Non-Potable Water.

(a) Supply. Subject to receipt of the applicable City Fees in accordance with this Agreement and the Code, the City will provide a non-potable water supply for irrigation of sufficient quality and volume to support full development of the Project, where such development is connected to the Non-Potable Water Distribution System, in phases as more particularly set forth in the applicable Site Development Agreements. As more particularly set forth in subsection 3.6(d) of this Agreement, and except as provided therein, whether the Water Resource Fee will be satisfied by payment of the fee or by conveyance to the City of acceptable water rights will be determined on a case-by-case basis at the time of execution of the applicable Site Development Agreement, as determined in accordance with the Code.

(b) Non-Potable Water System. The Non-Potable Water Distribution System will be owned, operated and maintained by the City (subject to warranty periods, as applicable, as set forth in Section 3.11(b) of this Agreement) from such time as the City grants construction acceptance for the system or applicable portion thereof. Notwithstanding the foregoing to the contrary, with respect to the Non-Potable Water Distribution System lines (so-called “purple pipes”) installed and constructed as of the Effective Date of the Fourth Amendment (the “**Existing Non-Potable Distribution Lines**”), the City will design, construct and install, not later than three years after the Effective Date of the Fourth Amendment, at the City’s expense, all improvements necessary to make the connect the Non-Potable Water Distribution System at the Lutz Parcel to the Existing Non-Potable Distribution Lines at the intersection of S. 27th Avenue and Eagle Boulevard/E. 144th Avenue, as such connection is depicted in green on Exhibit P, such that non-potable water is delivered by the Existing Non-Potable Distribution Lines at such connection. From and after the Effective Date of the Fourth Amendment, and notwithstanding Section 3.6(d) to the contrary, with respect to all non-potable water delivered via the Non-Potable Water Distribution System, including without limitation, via the Existing Non-Potable Distribution Lines, the applicable Applicant will pay the applicable City Fees for water usage at the non-potable water rate. For the avoidance of doubt, the City acknowledges and agrees that all City Fees for water taps with respect to the Existing Non-Potable Distribution Lines have been paid as of the Effective Date of the Fourth Amendment and no City Fees for water taps will be assessed, payable, due or owing with respect to the Existing Non-Potable Distribution Lines relating to the City’s connection of the Existing Non-Potable Distribution Lines to the Non-Potable Water Distribution System or otherwise.

(c) Technical Standards. After the Effective Date of the Fourth Amendment, neither the Districts, the Developers nor any Applicant will be required to design or install non-potable water distribution lines to serve any portion of the Project unless such portion of the Project is commercially reasonably capable of being served by the Non-Potable Water Distribution System, which design and installation requirement, if any, will be set forth in the applicable Site Development Agreements. Any non-potable water distribution lines designed and installed to serve the subject portions of the Project will be designed and installed in accordance with the technical requirements set forth in, as applicable, the Code, the Water and Sewer (Wastewater) Master Plan and the Public Works Standards and

Specifications and construction drawings approved by the City in connection with the approval of Development Applications. The location of lines and facilities will be reasonably agreed upon by the City, the applicable Developers, and the applicable Districts.

(d) Fees. The applicable Applicant will pay all City Fees associated with the City's provision of non-potable water service to the Project for irrigation where a parallel non-potable system has been installed at the times and in the amounts adopted by City Council from time to time and set forth in the Fee Resolution. Payment of the City Fees associated with the City's provision of non-potable water service to the Project will be a condition precedent to the City's issuance of a non-potable tap or a building permit for the relevant Site. All City Fees or charges for non-potable water service for the Property will be on terms and conditions consistent with and equivalent to the City's charges to other non-potable water system users within the City that are approved by City Council and applied within the City on a uniform and non-discriminatory basis, which charges and City Fees will include a potable and non-potable rate structure that reflects the cost reductions to the City in its use of non-potable water systems as provided above. Without limitation of the foregoing, with respect to non-potable water supply, the applicable Applicant or Developer will pay the Water System Improvement Fee component of the Water Plant Investment Fee as provided in the Code and the Fee Resolution, and will satisfy the Water Resource Fee component of the Water Plant Investment Fee as follows:

(i) For Sites within the Phase I PUD, the applicable Developer or Applicant will satisfy the Water Resource Fee by paying said fee in the amount in effect at the time payment is due and paid.

(ii) For the remainder of the Property (excluding the Phase I PUD), the applicable Developer or Applicant will satisfy the Water Resource Fee either by paying the fee amount in effect at the time of building permit issuance or by conveying (or, in the alternative, a District may acquire and convey) to the City sufficient specifically designated acceptable water shares or other form of water rights that meet the City's established standards and criteria as set forth in the Code, and the City will provide service on that basis. Such determination will be made in accordance with the Code and will be set forth in the applicable Site Development Agreement.

(e) Use of Non-Potable Water Distribution System by Others. Subject to generally applicable rates, fees, rules and regulations established by the City and the provisions relating to reimbursements set forth in Sections 3.10 and 8.14 of this Agreement, the City may from time to time permit other entities to tap into and utilize the Non-Potable Water Distribution System for purposes of irrigation within facilities or property owned by such entities.

3. Developer's Reserved Rights. Section 3.9(b) of the Comprehensive Agreement is hereby modified by deleting the following sentences:

Further, the applicable Developers will have the right to reserve the water from the Dedicated lands to the extent the water is acceptable to the City for use in connection with the Non-Potable Water Distribution System, pursuant to Section

3.6(a) of this Agreement, in which case the Districts may construct, operate and maintain water wells and related equipment and facilities on the Dedicated lands as reasonably needed to construct, operate and maintain the Non-Potable Water Distribution System. Developers or the Districts will construct all water wells and related equipment and facilities pursuant to the Code and will submit the plans therefor to the City for review and comment prior to construction, and will work in good faith with the City to coordinate the location of said wells and related equipment and facilities so that the Dedicated lands may be fully and safely utilized for the intended public purposes.

4. Form of Dedication. Section 3.9(c) of the Comprehensive Agreement is hereby amended by inserting the following sentences at the end of such section:

The applicable Developer's conveyance of the Lutz Reservoir (i) will be subject to any rights of third parties relating to water storage if any such rights legally exist; (ii) will provide that such Developer makes no representations or warranties regarding any water rights or any water storage rights associated with or appurtenant to the Lutz Reservoir; and (iii) will include a deed restriction providing that the Lutz Reservoir and the Lutz Parcel will be owned, used, operated and maintained only for the permitted uses set forth in Exhibit Q of this Agreement, unless otherwise consented to in writing by the Developer, which consent may be withheld or conditioned in Developer's sole discretion. For the avoidance of doubt, neither the Lutz Reservoir nor the Lutz Parcel may be used for water fill station operations.

5. Credit for Drainage Area. Section 3.9(d) of the Comprehensive Agreement is hereby amended by inserting the following sentence at the end of such section:

Notwithstanding any contrary provision of the Code or this Agreement, the City will accept the entirety of the Lutz Reservoir and the Lutz Parcel toward the satisfaction of public land open space Dedication requirements.

6. Lutz Parcel. A new Section 3.9(f) is hereby inserted into the Comprehensive Agreement as follows:

Lutz Parcel. Neither the Developers nor the Districts will have any obligation to design, finance, construct or install any public improvements on, through or within the Lutz Parcel after the date of the applicable Developer's conveyance of the Lutz Parcel to the City. The City acknowledges that the Lutz Parcel is a material component of the public open space and recreational lands within the Project and the City as a whole and that it is the Parties intent that the Lutz Parcel open space and recreational amenities be fully designed, constructed, installed and open to the public as soon as reasonably practical after the Effective Date of the Fourth Amendment. Accordingly, subject to appropriation by the City and any act of god, terrorism, drought conditions, or similar events of *force majeure* not within the City's commercially reasonable control, not later than one year after the Effective Date of the Fourth Amendment, the City will design and complete construction and installation of a public trail and trail connection from the existing public trail at 27th

Avenue adjacent to the Lutz Parcel to the existing trail within the Lutz Parcel as generally depicted on Exhibit M of this Agreement. The applicable Developers will reasonably cooperate with the City with respect to such trail and trail connection construction, including granting public trail/sidewalk easements and/or temporary construction easements through the Property as reasonably necessary to facilitate the construction and installation of such trail improvements, including those easements set forth on Exhibit O of this Agreement. Subject to appropriation by the City and any act of god, terrorism, drought conditions, or similar events of *force majeure* not within the City's commercially reasonable control, the City, at the City's sole cost and expense, (i) not later than one year after the Effective Date of the Fourth Amendment, will design and complete the construction and installation of the Lutz Parcel public trail and connection improvements at S. 27th Avenue as generally depicted on Exhibit M of this Agreement; and (ii) not later than one year after the Effective Date of the Fourth Amendment, will design and complete the public trail improvements circumventing the Lutz reservoir and connecting to the public trail improvements identified in clause (i) above, as generally depicted on Exhibit M of this Agreement. Notwithstanding the foregoing, the Parties acknowledge such amenities and public improvements depicted on Exhibit M of this Agreement may be modified in connection with final design and engineering of the same, provided that the general scope of such amenities and public improvements will be materially consistent with the amenities and public improvements depicted on Exhibit M of this Agreement. The amenities and public improvements described in clauses (i) and (ii) above must be completed and open to the public prior to any connection of the Lutz Parcel via trails, paths, sidewalks or the like to property not comprising any portion of the Project. If the City fails to design and complete construction of the amenities and public improvements described in clauses (i) and (ii) above on or before the applicable deadline, the Developer or the District may undertake such design and construction and the City will reimburse such constructing party an amount equal to the Hard Costs, the Soft Costs and the Financing Costs incurred in connection therewith not later than 45 days after the constructing party's delivery to the City of a written invoice therefore, which invoice will include reasonable back-up documentation (i.e., an engineer's certification of construction costs).

7. Acceptance and Warranty. The first sentence of Section 3.11(b) of the Comprehensive Agreement is hereby deleted in its entirety and in its place inserted the following:

The applicable Applicant or Developer will Dedicate and the City will grant construction acceptance of Public Improvements and all appurtenant structures related thereto as soon as they are completed in accordance with City-approved construction plans, subject to a one year warranty; provided however, the portion of the Non-Potable Water Distribution System constructed prior to the Effective Date of the Fourth Amendment, including without limitation, the Existing Non-Potable System Components, will not be subject to any warranty and the City will accept such portion of the Non-Potable Water Distribution System, including without limitation, the improvements and restoration of the Lutz Reservoir for use in the Non-Potable Distribution System, in their "as is, where is" condition.

ARTICLE 3
COMPREHENSIVE FUNDING PLAN

1. Primary Public Improvements.

(a) Section 4.3(c)(ii)(d) of the Comprehensive Agreement is hereby deleted in its entirety and it in place inserted the following:

main potable and non-potable water distribution and transmission lines, including without limitation, the Non-Potable Water Distribution System;

(b) Section 4.3(c)(ii) of the Comprehensive Agreement is hereby amended to include Stormwater Alignment Improvements.

2. Eligible Costs. Section 4.3(c)(ii) of the Comprehensive Agreement is hereby amended by inserting the following sentence at the end of such section:

As of the Effective Date of the Fourth Amendment, the City hereby designates and approves the Drainage and Water Quality Improvements and the Stormwater Alignment Improvements as Primary Public Improvements under this Agreement and approves and authorizes the following amounts as Hard Costs and Soft Costs to be funded by or reimbursed from Shared Revenues as Eligible Costs: (i) an aggregate amount equal to \$395,120.27 with respect to the Drainage and Water Quality Improvements; and (ii) an aggregate amount equal to \$927,016.59 with respect to the Stormwater Alignment Improvements.

ARTICLE 4
MISCELLANEOUS

1. Effect of Fourth Amendment. The Parties intend to modify and amend the Comprehensive Agreement as set forth in this Fourth Amendment. Except as expressly amended or modified in this Fourth Amendment, the Comprehensive Agreement will remain as originally stated and will remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Comprehensive Agreement or the terms of this Fourth Amendment, the provisions of this Fourth Amendment will govern and control the rights and obligations of the Parties. From and after the Effective Date of the Fourth Amendment, all references to the Comprehensive Agreement will be deemed references to the Comprehensive Agreement as amended by this Fourth Amendment. The provisions of this Fourth Amendment constitute covenants or servitudes that will, upon Recordation, touch, attach to and run with the land comprising the Property.

2. Findings. The City hereby finds and determines that execution of this Fourth Amendment is in the best interests of the public health, safety, and general welfare and the provisions of this Fourth Amendment are consistent with the Comprehensive Plan and development laws, regulations and policies of the City.

3. Severability. If any term, provision, covenant or condition of this Fourth Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remaining provisions of the Comprehensive Agreement, as modified by this Fourth Amendment, 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 under the Comprehensive Agreement, as modified by this Fourth Amendment. The Parties will cooperate in reforming the Comprehensive Agreement, as modified by this Fourth Amendment, to the extent required to most fully affect the intent of any such invalid, void or unenforceable term, provision, covenant or condition.

4. Authority. The signatories to this Fourth Amendment affirm and warrant that they are fully authorized to enter into and execute this Fourth Amendment, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Fourth Amendment have been made.

5. Recording. In accordance with Section 8.1(b) of the Comprehensive Agreement, the City will Record this Fourth Amendment.

6. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts taken together will constitute one and the same instrument.

[Signature Pages Follow This Page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date of the Second Amendment.

CITY:

CITY OF BRIGHTON, COLORADO, a home-rule municipality of the State of Colorado

ATTEST:

Natalie Hoel, City Clerk

By: _____
Gregory Mills, Mayor

APPROVED AS TO FORM:

Alicia Calderon, City Attorney

BURA:

BRIGHTON URBAN RENEWAL AUTHORITY

[SEAL]

By _____
Chairperson, Board of Commissioners

ATTEST:

By: _____
Executive Director and Secretary

DEVELOPERS:

THF DEVELOPMENT:

THF PRAIRIE CENTER DEVELOPMENT, L.L.C.,
a Colorado limited liability company

By: THF Prairie Center Investors, L.L.C., a
Missouri limited liability company, its
Manager

By: Milan Green Management, L.L.C., a
Missouri limited liability company,
its Manager

By: _____
Robert J. Jakubeck, Manager

THF RETAIL ONE:

THF PRAIRIE CENTER RETAIL ONE, L.L.C., a
Missouri limited liability company

By: THF Prairie Center Development, L.L.C., a
Colorado limited liability company, its Manager

By: THF Prairie Center Investors, L.L.C., a
Missouri limited liability company, its
Manager

By: Milan Green Management,
L.L.C., a Missouri limited
liability company, its Manager

By: _____
Robert J. Jakubeck, Manager

DISTRICT:

PRAIRIE CENTER METROPOLITAN DISTRICT
NO. 3, a quasi-municipal corporation and political
subdivision of the State of Colorado

ATTEST:

_____, Secretary

By: _____
Michael Tamblyn, President

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Gregory Mills, Mayor, and Natalie Hoel, City Clerk, of the CITY OF BRIGHTON, COLORADO, a home-rule municipality of the State of Colorado.

Witness my hand and official seal.

Notary Public
My Commission expires:_____

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Gregory Mills, President, and Natalie Hoel, Secretary, of CITY OF BRIGHTON WATER, SEWER AND DRAINAGE ENTERPRISE, a government-owned utility enterprise pursuant to Article X, § 20(2) of the Colorado state constitution.

Witness my hand and official seal.

Notary Public
My Commission expires:_____

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Chairperson, Board of Commissioners, and _____, Executive Director and Secretary, of BRIGHTON URBAN RENEWAL AUTHORITY.

Witness my hand and official seal.

Notary Public
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert J. Jakubeck, as Manager of Milan Green Management, L.L.C., a Missouri limited liability company, as Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, as Manager of THF PRAIRIE CENTER DEVELOPMENT, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

Notary Public
My Commission expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert J. Jakubeck, as Manager of Milan Green Management, L.L.C., a Missouri limited liability company, as Manager of THF Prairie Center Investors, L.L.C., a Missouri limited liability company, as Manager of THF Prairie Center Development, L.L.C., a Colorado limited liability company, as Manager of THF PRAIRIE CENTER RETAIL ONE, L.L.C., a Missouri limited liability company.

Witness my hand and official seal.

Notary Public
My Commission expires:_____

EXHIBIT K

ENGINEER'S AFFIDAVIT OF CONSTRUCTION COSTS

[follows this page]



Affidavit of Construction Costs
Construction Acceptance –
Release to Warranty

An affidavit of construction costs is required to be on file prior to reduction/release of any financial guarantee covering public infrastructure construction. Please fill out the affidavit accurately (areas for your required input are shown in red) and add actual cost line item values to the table as applicable. This form must be notarized.

I, **John T. Graf**, representing **Prairie Center Metropolitan District No. 3**, do hereby attest by my signature affixed hereto that the following information is true and accurate and based on a calculation of the actual construction costs for public improvements related to this development project. This calculation includes all public improvements covered under referenced permit(s) as itemized below. **Please submit an electronic version of this form through IDT with the civil as-builts for review. Once approved, please send the original version, which must be notarized, to the Community Development Planning Division at the address above.**

| | |
|---------------------------|--|
| Development: | Prairie Center – Lutz Drainage Improvements |
| Address: | East of S 27 th Ave between 136 th Ave and 144 th Ave |
| Lot: | Block: Subdivision: Prairie Center |
| Related permit number(s): | |

| | |
|---|--|
| Type and Identification of financial guarantee on file: | |
| Estimated total of all public improvements: | |
| Amount held for financial guarantee (includes 15% contingency): | |

| Type of Improvement | Quantity /Length | Line-Item Cost | Type of Improvement | Quantity /Length | Line-Item Cost |
|--|--|----------------|----------------------------|------------------|---------------------|
| Streets – Asphalt Paving | N/A | N/A | Bridges/Crossings/Culverts | N/A | N/A |
| Concrete – Misc | 1 LS | \$191,811.45 | Guard Rails | N/A | N/A |
| Alleys | N/A | N/A | Street Lights | N/A | N/A |
| Curb/Gutter/Sidewalk | N/A | N/A | Traffic Signals | N/A | N/A |
| Signage | N/A | N/A | Trails/Paths | 1 LS | \$96,713.64 |
| Fencing | N/A | N/A | Retaining Walls | N/A | N/A |
| Lift Station | N/A | N/A | Fire Hydrants | N/A | N/A |
| Public Landscaping | N/A | N/A | Water Lines | N/A | N/A |
| Irrigation Systems | N/A | N/A | Sanitary Sewer Lines | N/A | N/A |
| Storm Drainage Lines | 1 LS | \$298,373.87 | Retention/Detention Pond | 1 LS | \$187,327.95 |
| Other: please identify | Soft Costs: Engineering design, Testing, & Inspections | | | 1 LS | \$172,708.00 |
| Please add both columns for the TOTAL COST | | | | | \$946,934.91 |

* * *

Sworn before me on this 21 day of May, 2024
 by: John T. Graf
Wendy J Craven
 Notary Public Signature
 Commission Expires:

WENDY J CRAVEN
Notary Public
State of Colorado
Notary ID # 20044005551
My Commission Expires 02-17-2028

John T. Graf 5/21/2024
 signature date
John T. Graf Const. Eng.
 printed name
7200 S. Alton Way Ste. C400 303-267-6184
 address phone
Centennial, CO 80112
 city/state/zip

Updated 5.25.22 MH



J. Tim Graf
Construction Engineer I
7200 South Alton Way
Suite C400
Centennial, CO 80112
Main: (303) 740-9393
Direct: (303) 267-6184
Cell: (719) 641-2029
tgraf@jrengineering.com

EXHIBIT L

**MEMORANDUM REGARDING
DRAINAGE AND WATER QUALITY IMPROVEMENTSCOSTS**

[follows this page]

MEMORANDUM



To: Mr. Mike Tamblyn, Prairie Center Metropolitan District
From: Aaron Clutter, PE
Date: February 2, 2018
Subject: Lutz Reservoir Schedule of Improvements – Detention/Water Quality versus Non-Potable

- Background of Intent of Lutz Reservoir
 - The Lutz Reservoir was designed as an irrigation storage facility and a temporary retention pond that would be converted to a detention pond with the future construction of a downstream outfall system. A portion of the irrigation facility capacity would be utilized to meet the requirements for retention volume until the reservoir is converted to detention and used as a non-potable irrigation system.
 - The Lutz Reservoir improvements were constructed to be able to accommodate both the drainage requirements and future irrigation storage requirements in accordance with the approved drainage study and non-potable system study prepared by JR Engineering for the Prairie Center Development.
 - Additionally, the improvements would create an amenity for the future park site.
 - The required drainage volume needed for the Prairie Center Development in accordance with the approved Drainage Study and letter sent to Joe Smith required 43.6 acre-feet of detention storage plus an additional 4.7 acre-feet of water quality located upstream of Lutz Reservoir..
 - The Water quality pond located upstream of Lutz Reservoir was designed to treat surface runoff from the roadway and commercial areas upstream of Lutz Reservoir. An aesthetic water quality feature was designed to accommodate this requirement.
 - Lutz Reservoir was designed to maintain the non-jurisdictional dam status. In order to achieve the volume, excavation below the existing grade was required. A letter verifying this non-jurisdictional dam was provided by the SEO.
 - To minimize the affects of the groundwater on the reservoir capacity a slurry wall was designed to hydraulically isolate the storage area.
- Lutz Reservoir As Constructed:
 - The Total As-Built Storage of Lutz Reservoir is 231 acre-feet and the water quality treatment volume located outside of Lutz Reservoir is 5.3 acre-feet in accordance with the attached documents. Therefore the total Lutz Reservoir and Water Quality Pond volume is 236.3 acre-feet.
 - Total cost of construction for all improvements associated with Lutz Reservoir equate to \$3,379,678.73.

| Storage Type | Required Capacity per Design Reports (Acre-Feet) | Capacity (%) of Overall As-Built Capacity |
|---------------|--|---|
| Detention | 43.6 | 18.45% |
| Water Quality | 4.7 | 1.99% |
| Totals | 48.3 | 20.44% |

Based on the meeting held at the City of Brighton on January 26th, 2018; I was requested to evaluate the Schedule of Public Improvements to determine the costs associated with the Drainage storage volume versus the Non-Potable System storage volume constructed. Below is my evaluation/recommendation with notes on each line item.

| Type of Improvements | Cost per Bid Schedule and Payment Applications | *Cost per Schedule of Public Improvements | Drainage and Water Quality Costs | Explanation |
|--|--|---|----------------------------------|--|
| <i>Concrete Class B (WQ Wier Wall)</i> | \$59,444.00 | \$102,880.78 | \$102,880.78 | This is the wier wall for the Water Quality Pond |
| <i>Bifurcation Structure</i> | \$87,550.00 | \$151,524.33 | | This is associated with irrigation ditches |
| <i>Pump Station Intake Structure</i> | \$183,000.00 | \$316,721.34 | | This is the main Intake Structure for the Non-Potable System |
| <i>Detention Outlet Structure</i> | \$31,630.00 | \$54,742.60 | \$54,742.60 | This is the outlet Structure for the Detention portion of Lutz Reservoir (See Sheet 36 for Detail) |
| <i>10' Concrete Sidewalk</i> | \$78,600.00 | \$117,993.90 | | This is the South Trail (See Sheet 42 for Detail) |
| <i>8' Maintenance Trail</i> | \$64,817.60 | | | This is a crusher fines trails for Maintenance (See Sheet 42 for Detail) |
| <i>8" PVC & Fittings</i> | \$13,101.00 | \$19,667.15 | | This is a force main |
| <i>30" DIP & Fittings</i> | \$68,295.00 | \$102,524.09 | | This is the non-potable mains from the Intake Structure (See Sheet 29 for Detail) |
| <i>12" RCP Class 3</i> | \$5,960.00 | \$21,770.05 | | This is pipe from the Irrigation Bifurcation Structure (See Sheet 18 for Detail) |
| <i>48" RCP Class 3</i> | \$8,655.00 | \$31,614.05 | \$31,614.05 | This is the pipe from the Detention Outlet Structure (See Sheet 24 for detail) |
| <i>Unclassified Excavation (CIP)</i> | \$667,296.55 | \$1,007,254.60 | \$205,882.84 | This is the overall Excavation for Lutz and the Water Quality Pond (Cost determined by multiplying 20.44% by the total Excavation Since the Detention and WQ Pond Volume is 20.44% of the overall volume |
| <i>Embankment Material (CIP)</i> | \$82,080.00 | \$123,896.13 | | Outside of Lutz and Water Quality Pond |

| | | | | |
|---------------------------|-----------------------|-----------------------|---------------------|--|
| <i>Topsoil</i> | \$86,784.00 | \$40,755.30 | | Placed on areas outside of Lutz and the Water Quality Pond |
| <i>Structure Backfill</i> | \$27,000.00 | \$40,755.30 | | Used for the Intake Structure to stabilize the subgrade |
| Slurry Wall | \$706,126.95 | \$1,060,033.97 | | Associated with the Non-Potable Storage for Lutz Reservoir |
| | \$2,251,326.18 | \$3,379,678.73 | \$395,120.27 | |

*The costs listed on the Schedule of Public Improvements is the total cost to construct this individual line item in accordance with the pay applications submitted by Hudick plus an allocation of all of the miscellaneous costs for the project that totaled \$1,128,352.55. The miscellaneous costs included the following line items: Payment & Performance Bonds, Dewatering, Clearing and Grubbing, Removal of Trees, Removal of Structures, Removal of Fence, Silt Fence, Vehicle Tracking Control, Seeding, Mulching, Trees, Willow Stakes, Erosion Control Blanket, Various sizes of Riprap, Various Sizes of Boulders, Mobilization, and Fish Habitat.

- Recommendation

| | |
|---|-----------------------|
| Hard Construction Costs Submitted on the Schedule of Public Improvements | \$3,379,678.73 |
| Remove Hard Construction Costs for Detention and Water Quality associated with Lutz | <u>-\$395,120.27</u> |
| Subtotal | \$2,984,558.46 |
| 25% Soft Costs | <u>\$746,139.62</u> |
| Revised Total for Lutz PRI | \$3,730,698.08 |

The difference between the original certified costs shall be allocated to the PPI bucket, which is **\$493,900.33**

EXHIBIT M

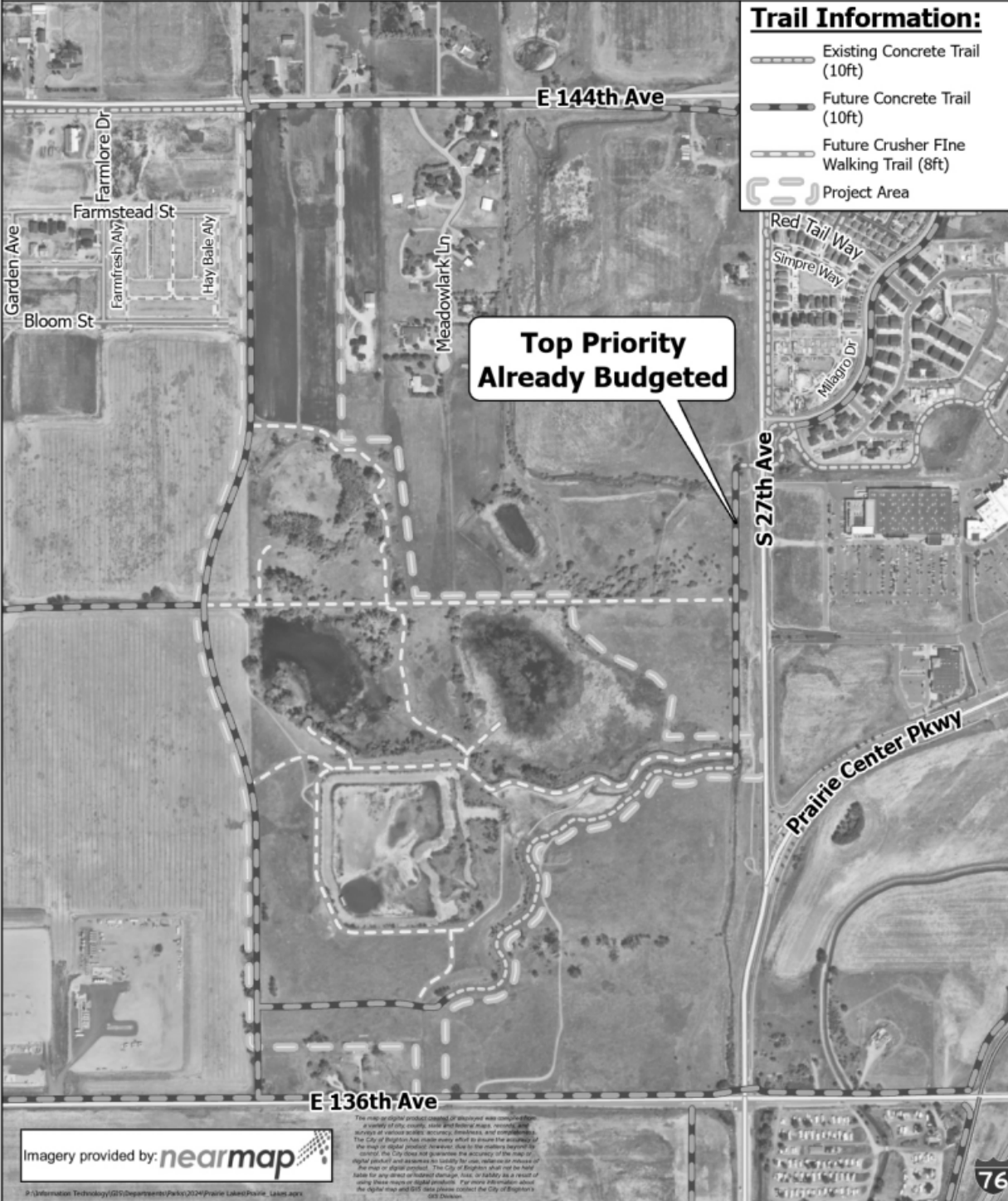
LUTZ PARCEL CONCEPTUAL SITE PLAN

[follows this page]



Prairie Lakes

2024 Conceptual Update



Trail Information:

- Existing Concrete Trail (10ft)
- Future Concrete Trail (10ft)
- Future Crusher FINE Walking Trail (8ft)
- Project Area

**Top Priority
Already Budgeted**

Imagery provided by: **nearmap**

The map or digital product created at the user's request was compiled from a variety of city, county, state and federal maps, records, and sources of aerial imagery, accuracy, timeliness, and completeness. The City of Englewood has made every effort to ensure the accuracy of the map or digital product. However, due to the nature of the data sources, the City does not guarantee the accuracy of the map or digital product and does not accept any liability for errors or omissions in the map or digital product. The City of Englewood shall not be held liable for any direct or indirect damages, loss, or liability as a result of using these maps or digital products. For more information about the digital map and GIS data please contact the City of Englewood GIS Division.

P:\Information Technology\GIS\Departments\parks\2024\Prairie Lakes\Prairie Lakes.aprx

EXHIBIT N

LUTZ PARCEL LEGAL DESCRIPTION

[follows this page]

LUTZ RESERVOIR-01

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 30099" IN A RANGE BOX AND AT THE WEST END BY A 3.25" ALUMINUM CAP STAMPED "LS 24960" IN A RANGE BOX, WITH AN ASSUMED BEARING OF S89°27'35"W.

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN:

THENCE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, N00°52'30"W A DISTANCE OF 324.01 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID WEST LINE, N00°52'30"W A DISTANCE OF 1,826.69 FEET;

THENCE DEPARTING SAID WEST LINE, S54°14'11"E A DISTANCE OF 603.25 FEET;

THENCE N84°42'49"E A DISTANCE OF 690.09 FEET;

THENCE S14°39'04"E A DISTANCE OF 82.97 FEET;

THENCE S86°34'31"E A DISTANCE OF 145.10 FEET;

THENCE N00°37'24"W A DISTANCE OF 42.62 FEET, TO A POINT OF NON TANGENT CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S11°19'40"W, HAVING A RADIUS OF 3,900.00 FEET, A CENTRAL ANGLE OF 03°17'46" AND AN ARC LENGTH OF 224.37 FEET, TO A POINT OF TANGENT;

THENCE S75°22'33"E A DISTANCE OF 112.87 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 30°17'34" AND AN ARC LENGTH OF 126.89 FEET, TO A POINT OF COMPOUND CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°54'15" AND AN ARC LENGTH OF 37.44 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 68°32'47" AND AN ARC LENGTH OF 329.00 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 41°50'14" AND AN ARC LENGTH OF 36.51 FEET, TO A POINT OF COMPOUND CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 19°49'54" AND AN ARC LENGTH OF 6.92 FEET, TO A POINT OF NON-TANGENT;

THENCE N88°49'28"E A DISTANCE OF 16.41 FEET;

THENCE N08°55'47"E A DISTANCE OF 10.00 FEET;

THENCE N90°00'00"E A DISTANCE OF 513.75 FEET, TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE ON SAID EAST LINE, S00°21'34"E A DISTANCE OF 147.80 FEET;

THENCE DEPARTING SAID EAST LINE, N89°56'36"W A DISTANCE OF 241.31 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 209.00 FEET, A CENTRAL ANGLE OF 20°11'55" AND AN ARC LENGTH OF 73.68 FEET, TO A POINT OF TANGENT;

THENCE S69°51'29"W A DISTANCE OF 39.82 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 44°40'33" AND AN ARC LENGTH OF 129.44 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 89°02'25" AND AN ARC LENGTH OF 130.54 FEET, TO A POINT OF TANGENT;

THENCE S25°29'37"W A DISTANCE OF 20.70 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 156.00 FEET, A CENTRAL ANGLE OF 38°35'32" AND AN ARC LENGTH OF 105.08 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 25°39'30" AND AN ARC LENGTH OF 26.87 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 49°32'22" AND AN ARC LENGTH OF 236.91 FEET, TO A POINT OF NON-TANGENT CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°02'13"W, HAVING A RADIUS OF 131.00 FEET, A CENTRAL ANGLE OF 15°45'50" AND AN ARC LENGTH OF 36.04 FEET, TO A POINT OF TANGENT;

THENCE N80°16'23"W A DISTANCE OF 20.29 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 54°43'07" AND AN ARC LENGTH OF 42.02 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 313.00 FEET, A CENTRAL ANGLE OF 34°06'33" AND AN ARC LENGTH OF 186.33 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 49.00 FEET, A CENTRAL ANGLE OF 37°04'49" AND AN ARC LENGTH OF 31.71 FEET, TO A POINT OF TANGENT;

THENCE S42°02'14"W A DISTANCE OF 22.04 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 84°46'31" AND AN ARC LENGTH OF 112.45 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 144.00 FEET, A CENTRAL ANGLE OF 55°42'11" AND AN ARC LENGTH OF 140.00 FEET, TO A POINT OF TANGENT;

THENCE S12°57'55"W A DISTANCE OF 73.35 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 44°13'27" AND AN ARC LENGTH OF 111.92 FEET, TO A POINT OF TANGENT;

THENCE S57°11'22"W A DISTANCE OF 121.18 FEET, TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 74.00 FEET, A CENTRAL ANGLE OF 99°26'38" AND AN ARC LENGTH OF 128.44 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE OF 140°18'37" AND AN ARC LENGTH OF 284.07 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 242.00 FEET, A CENTRAL ANGLE OF 42°17'15" AND AN ARC LENGTH OF 178.61 FEET, TO A POINT OF REVERSE CURVE;

THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 10°41'52" AND AN ARC LENGTH OF 38.46 FEET, TO A POINT OF NON-TANGENT;

THENCE S00°31'32"E A DISTANCE OF 208.93 FEET;

THENCE S89°28'11"W A DISTANCE OF 642.72 FEET;

THENCE N27°36'50"W A DISTANCE OF 2.75 FEET;

THENCE S89°27'10"W A DISTANCE OF 349.81 FEET, TO THE POINT OF BEGINNING.

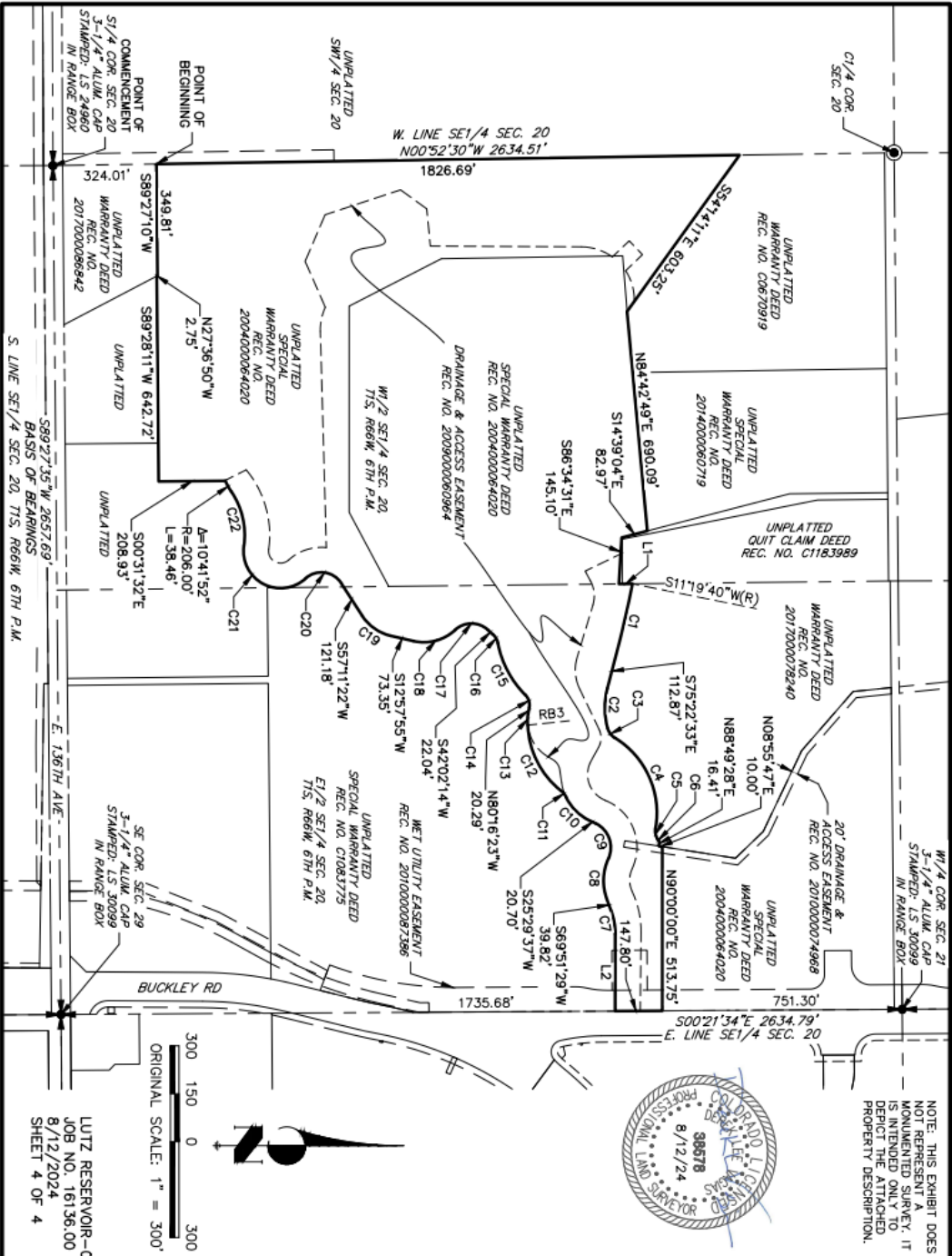
CONTAINING A CALCULATED AREA OF 2,366,411 SQUARE FEET OR 54.3253 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC





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



LUTZ RESERVOIR-01
JOB NO. 16136.00
8/12/2024
SHEET 4 OF 4

CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|----------|---------|
| C1 | 317.46° | 3900.00' | 224.37' |
| C2 | 3017.34° | 240.00' | 126.89' |
| C3 | 4254.15° | 50.00' | 37.44' |
| C4 | 6832.47° | 275.00' | 329.00' |
| C5 | 4150.14° | 50.00' | 36.51' |
| C6 | 1949.54° | 20.00' | 6.92' |
| C7 | 2011.55° | 209.00' | 73.68' |
| C8 | 4440.33° | 166.00' | 129.44' |
| C9 | 8902.25° | 84.00' | 130.54' |
| C10 | 3835.32° | 156.00' | 105.06' |
| C11 | 2539.30° | 60.00' | 26.87' |
| C12 | 4932.22° | 274.00' | 236.91' |
| C13 | 1545.50° | 131.00' | 36.04' |
| C14 | 5443.07° | 44.00' | 42.02' |
| C15 | 3406.33° | 313.00' | 186.33' |
| C16 | 3704.49° | 49.00' | 31.71' |
| C17 | 8446.31° | 76.00' | 112.45' |
| C18 | 5542.11° | 144.00' | 140.00' |
| C19 | 4413.27° | 145.00' | 111.92' |
| C20 | 9926.38° | 74.00' | 128.44' |
| C21 | 14018.57° | 116.00' | 284.07' |
| C22 | 4217.15° | 242.00' | 178.61' |

RADIAL BEARING TABLE

| LINE | BEARING |
|------|-------------|
| R83 | N06°02'13"W |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N00°37'24"W | 42.62' |
| L2 | N89°56'36"W | 241.31' |

J.R. ENGINEERING

 A MEMBER OF THE

 CREST GROUP

 10000 200-200-2000 • Ontario Street 7B-889-2988

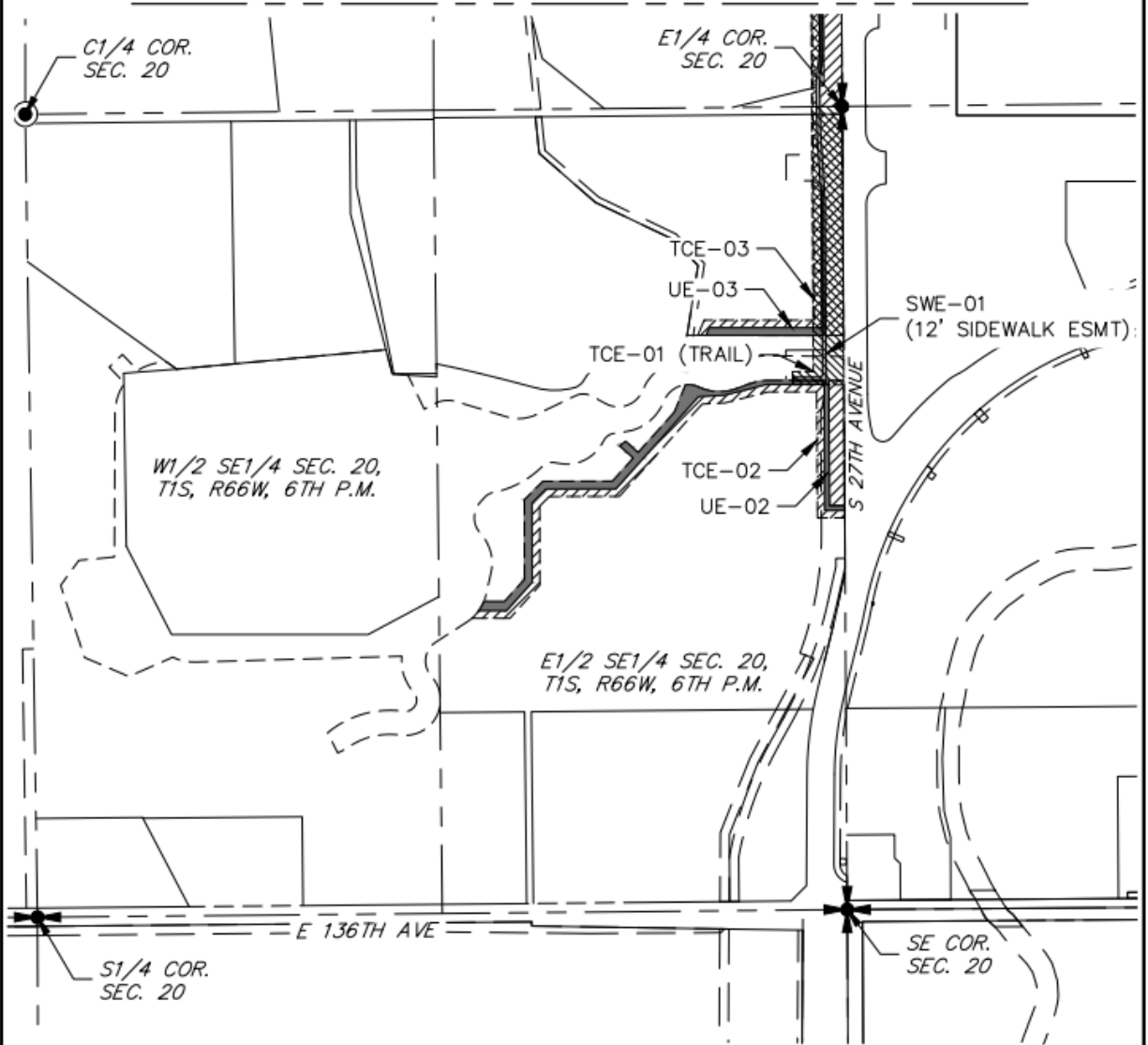
 (For Office) 303-691-8888 • www.jrengineering.com

EXHIBIT O
REQUIRED EASEMENTS

[follows this page]

EXHIBIT

SEE SHEET 2



****Note: UE-01 is an easement for electrical service to be granted by the City to United Power****

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

EASEMENT EXHIBIT
LUTZ RESERVOIR
PROJECT NO.: 16136.00
DATE: 8/12/2024

SHEET: 1 OF 2



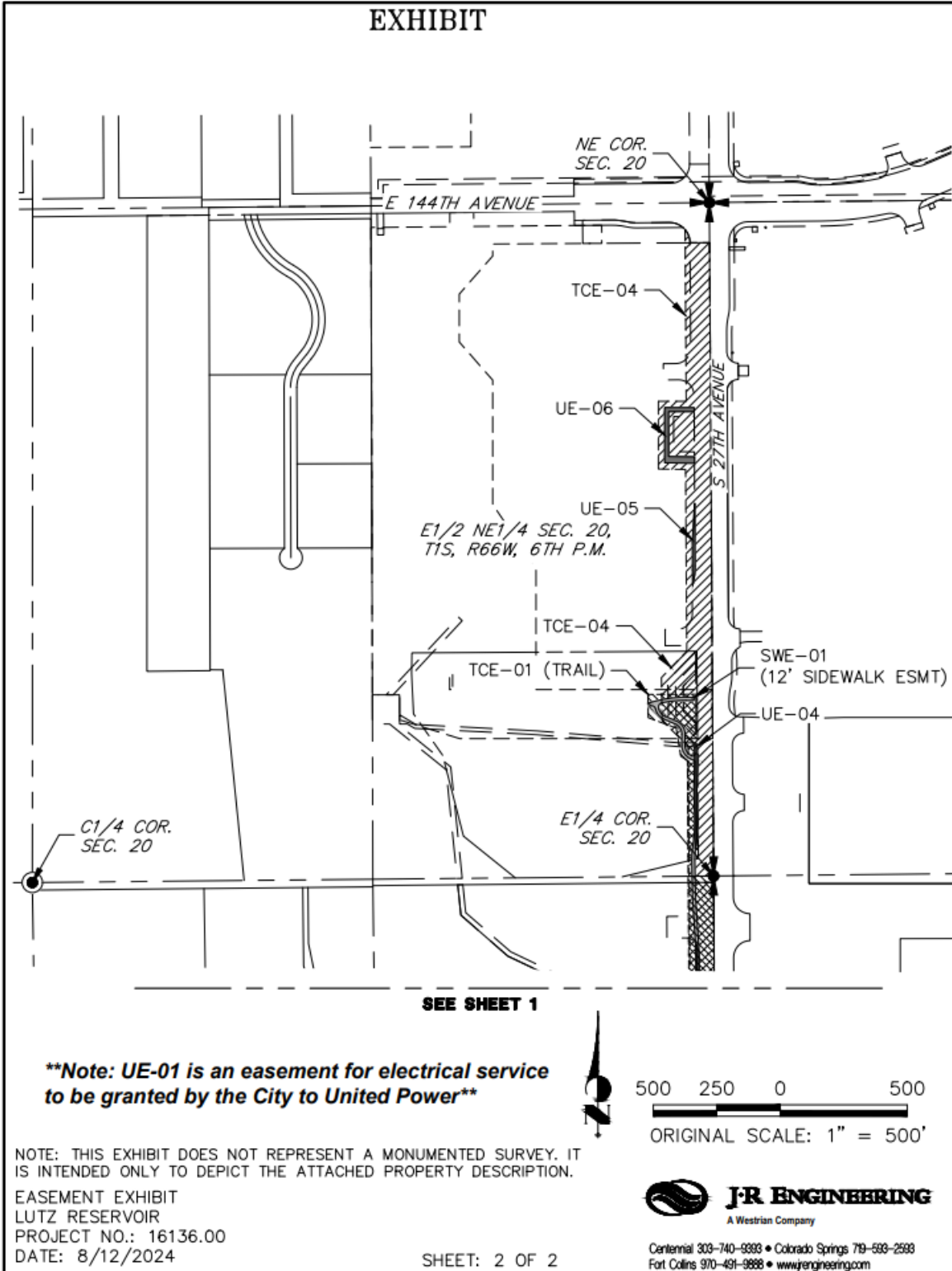
500 250 0 500
ORIGINAL SCALE: 1" = 500'



J-R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT



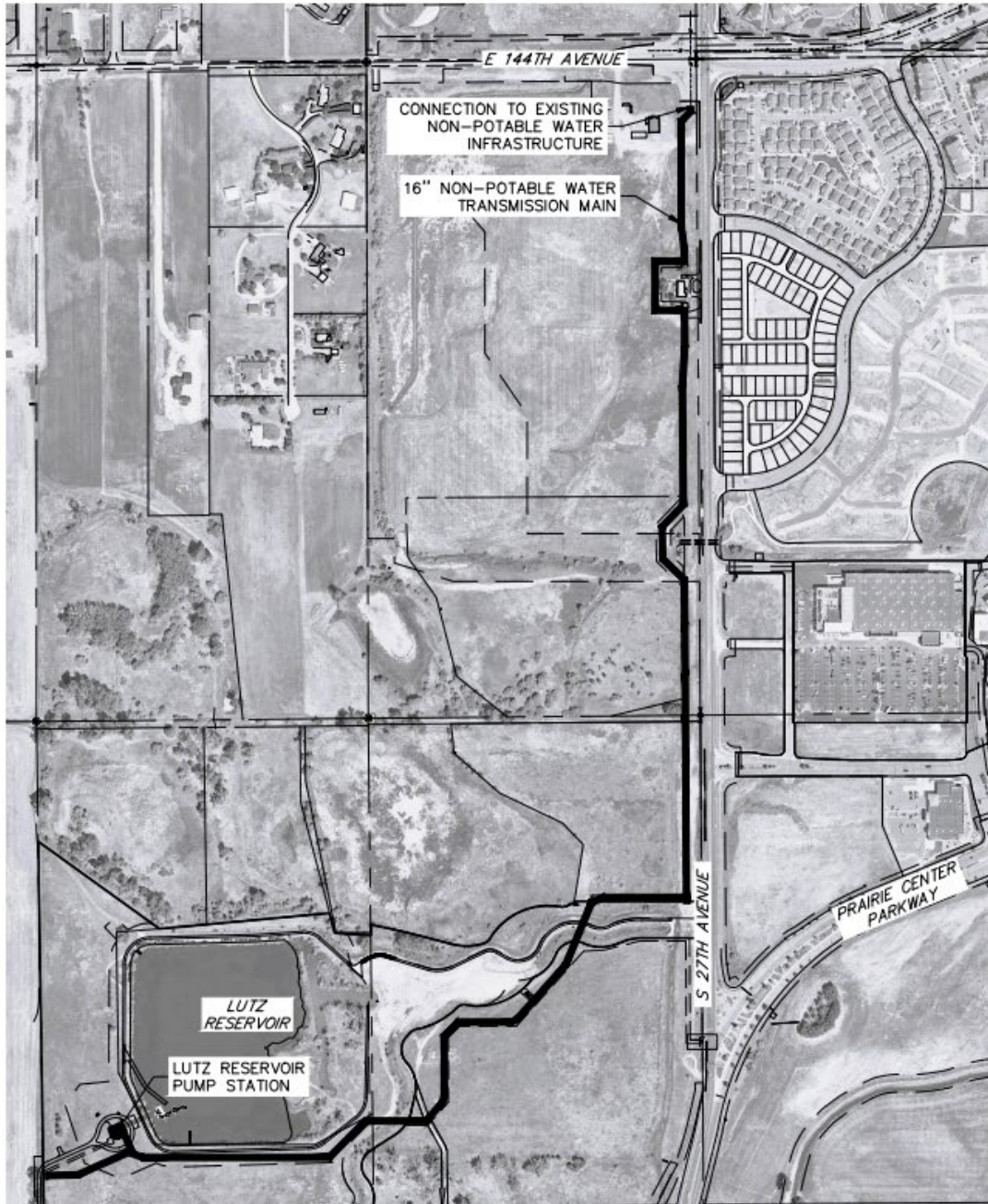
* Note: The Required Easements do not include easements over the lands owned by a third party, being generally located at the E1/2 cor. Sec. 20.

EXHIBIT P

DEPICTION OF NON-POTABLE DISTRIBUTION SYSTEM

[follows this page]

EXHIBIT



600 300 0 600



ORIGINAL SCALE: 1" = 600'

NON-POTABLE TRANSMISSION MAIN EXHIBIT
LUTZ RESERVOIR
PROJECT NO.: 16136.00
DATE: 8/12/2024

SHEET: 1 OF 1



JR ENGINEERING

A Westrian Company

Centennial 303-740-9999 • Colorado Springs 719-539-2999
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT Q

LUTZ PARCEL PERMITTED USES

City and community-wide entry ways, neighborhood and PRAIRIE CENTER community entryways

Landscape and buffer areas, common area landscaping and improvements, natural areas, tree preservation areas

Detention areas and drainageways, ponds, streams, wetlands, wetland buffers

Bicycle and pedestrian trail corridors

Fitness courses, and other similar recreational use

Recreational facilities, both indoor and outdoor

Raptor Education Foundation facilities

Non-potable water distribution facilities and systems, including without limitation, pump stations