

KINSTON METROPOLITAN DISTRICT NOS. 1-10

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NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
VACANT	Director	May 2027
Tim DePeder	Vice President	May 2025
Josh Kane	Treasurer & Assistant Secretary	May 2025
Kim Perry	Secretary	May 2025
Brad Lenz	Assistant Secretary & Assistant Treasurer	May 2027

DATE: June 8, 2023 (Thursday)

TIME: 1:00 P.M.

PLACE: MS Teams

[Click here to join the meeting](#) (Please press the control key and click to access hyperlink)

<https://tinyurl.com/yc3jzw6m> (This link can be copied into your web browser)

Call In: +1 720-721-3140; Conference ID: 230 336 235#

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Qualifications/Disclosure of any potential Conflicts of Interest.
- C. Consider Election of Officers.
- D. Approval of Agenda. **(Pages 1-2)**
- E. Public Comment on Non-Agenda Items. Comments are limited to three (3) minutes per speaker.
- F. Director Comments.

II. CONSENT AGENDA

- A. Approval of Minutes – March 9, 2023, Regular Meeting Minutes. **(Pages 3-6)**
- B. Ratification of Payables. **(Pages 7-19)**
- C. Ratification of Contract Modifications. **(Pages 20-21)**
- D. Review and Consider Unaudited Financial Statements for the period ending March 31, 2023. **(Pages 22-36)**

III. DISTRICT MANAGER ITEMS

- A. District Managers' Report. **(Pages 37-38)**
- B. Consider Approval of ChargePoint Customer Charging Rates.

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update. **(Pages 39-44)**
- B. Capital Fund Summary and Capital Needs Assessment Review. **(To Be Distributed Under Separate Cover)**
- C. Budget Approval and Contracting. **(To Be Distributed Under Separate Cover)**
 - i. Millennium East 15th Subdivision Phase 2 Public Infrastructure (CFS #12).
 1. Present Bid Summary Memorandum for Public Infrastructure Improvements.

Managed by: Pinnacle Consulting Group, Inc.
550 W. Eisenhower Boulevard, Loveland, CO 80537
Phone: 970-669-3611 | FAX: 970-669-3612
Email: KINMDAdmin@PCGI.Com

Kinston Metropolitan District Nos. 1-10

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2. Consider Approval of Construction with TBD (\$TBD).
3. Consider Approval of Work Order 2023-01 with MRES for District Project Management Services (\$TBD).
4. Consider Approval of Project Budget (\$626,797.00).

V. FINANCIAL ITEMS

- A. Finance Manager's Report.
- B. Public Hearing regarding the Proposed Amended 2023 Budgets.
 - i. Consider Adoption of Amended 2023 Budget; Consider Approval of Resolution to Adopt Budget; and Appropriate Sums of Money (if needed).
- C. O&M Fees Update and Presentation. **(Pages 45-54)**

VI. LEGAL ITEMS

- A. Consideration and Approval of Access and Maintenance Easement Agreement. **(Pages 55-62)**
- B. Ratification of Richmond Alley Phase 2 Lot Development Agreement. **(Pages 63-120)**
- C. Consideration and Approval of Consent to Supplement to Dispute Resolution Covenant with Centerra East Development, Inc. **(Pages 121-125)**
- D. Consideration and Approval of Acceptance of Quitclaim Deed Conveyance of Certain Outlots in Millennium East 14th, 15th, and 16th Subdivisions. **(Pages 126-127)**
- E. Consideration and Approval of Resolution Approving Parking Rules. **(To Be Distributed Under Separate Cover)**
- F. Consideration and Approval of Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement. **(Pages 128-143)**

VII. ITEMS FROM DIRECTORS

VIII. OTHER ITEMS

- IX. EXECUTIVE SESSION – Pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice on specific legal questions.

X. ADJOURNMENT

The next Regular Meeting is July 13, 2023

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED
REGULAR MEETING OF
KINSTON METROPOLITAN DISTRICT NOS. 1-10

HELD
March 9, 2023

The Coordinated Regular Meeting of the Board of Directors (collectively, “Boards”) of The Kinston Metropolitan District Nos. 1-10 (collectively, “Districts”) was held via teleconference, on Thursday, March 9, 2023, at 1:00 p.m.

ATTENDANCE

Directors in Attendance:
Abby Kirkbride, President
Josh Kane, Treasurer & Assistant Secretary
Kim Perry, Secretary
Brad Lenz, Assistant Secretary & Assistant Treasurer

Directors Absent but Excused:
Tim DePeder, Vice President

Also in Attendance:
Alan Pogue; Icenogle Seaver Pogue, P.C.
Samantha Romero, Lindsey Mercier, and Jeff Breidenbach;
McWhinney
Sarah Bromley, Bryan Newby, Nicole Wing, Brendan Campbell, Irene Buenavista, Casey Milligan, Dillon Gamber, Wendy McFarland, Christy McCutchen, and Shadrack Too; Pinnacle Consulting Group, Inc.

CALL MEETING
TO ORDER

The meeting was called to order at 1:02 p.m. by Ms. Bromley, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED
MEETING

The Districts are meeting in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Kinston Metropolitan District No. 1, with concurrence by the Kinston Metropolitan Districts 2, 3, 4, 5, 6, 7, 8, 9 and 10.

RECORD OF PROCEEDINGS

CONFLICT OF INTEREST DISCLOSURE

Alan Pogue, legal counsel, stated that notices of potential conflicts of interest for all Board Members were filed with the Colorado Secretary of State’s Office, disclosing potential conflicts as Board Members are employees of McWhinney Real Estate Services, Inc. and Land Asset Strategies, which are associated with the primary landowners and developer within the Districts. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF AGENDA

The Boards reviewed the agenda. Upon motion duly made by Director Kane, seconded by Director Perry and, upon vote, it was unanimously

RESOLVED to approve the agenda, as presented.

PUBLIC COMMENT

There were no public present and no comments received.

CONSENT AGENDA

The Boards considered the following consent agenda items:

- A. Approval of December 5, 2022, Special Board Meeting Minutes and December 8, 2022, Regular Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.
- D. Unaudited Financial Statements for the period ending December 31, 2022.

Upon motion duly made by Director Kirkbride, seconded by Director Lenz and, upon vote, it was unanimously

RESOLVED to ratify and approve the items above, as presented.

CAPITAL INFRASTRUCTURE ITEMS

District Capital Infrastructure Report and District Project Manager Update: Mr. Milligan reviewed the District Capital Infrastructure Report and Mr. Breidenbach provided a District Project Manager update to the Boards and answered questions.

RECORD OF PROCEEDINGS

Capital Fund Summary: Mr. Milligan and Mr. Breidenbach reviewed the Capital Fund Summary with the Boards and answered questions.

FINANCIAL ITEMS

Finance Manager's Report: Ms. Buenavista presented the Finance Manager's Report to the Boards and answered questions.

2022 Audit Exemptions for District Nos. 2-4 and District Nos. 6-10: Ms. Buenavista presented the 2022 Audit Exemptions for District Nos. 2-4 and District Nos. 6-10 to the Boards and answered questions. Upon motion duly made by Director Kane, seconded by Director Kirkbride, and upon vote, it was unanimously

RESOLVED to approve the 2022 Audit Exemptions for District Nos. 2-4 and District Nos. 6-10, as presented.

O&M Fees Update: Mr. Campbell provided an update on District O&M Fees to the Boards and answered questions.

Bond Update: Mr. Campbell provided a Bond Update to the Boards and answered questions.

LEGAL ITEMS

There were no Legal Items brought before the Boards.

DISTRICT MANAGER ITEMS

Manager's Report: Ms. Bromley and Mr. Gamber presented the Manager's Report to the Boards and answered questions.

ITEMS FROM DIRECTORS

There were no Items from Directors brought before the Boards.

OTHER MATTERS

There were no other matters brought before the Boards.

ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:56 p.m.

RECORD OF PROCEEDINGS

The foregoing constitutes a true and correct copy
of the minutes of the above-referenced meeting.

Respectfully Submitted,

Nicole Wing, Secretary for the Meeting

Kinston Metropolitan District No. 1

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Liability Check		04/21/2023	QuickBooks Payroll Service	1-11000 - Cash - Checking	
				66000 - Payroll Expenses	7.00
			QuickBooks Payroll Service	2110 - Direct Deposit Liabilities	738.80
TOTAL					745.80
Check		04/30/2023		1-11000 - Cash - Checking	
				1-51120 - Office, Dues & Other	10.00
TOTAL					10.00
Bill Pmt -Check	ACH	03/07/2023	Bill.com	1-11000 - Cash - Checking	
Bill	23038604116	02/05/2023		1-51120 - Office, Dues & Other	129.67
TOTAL					129.67
Bill Pmt -Check	ACH	03/28/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	0185312-059154 02.23	02/28/2023		1-51400 - Utilities	61.58
TOTAL					61.58
Bill Pmt -Check	ACH	03/28/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	0185312-054470 02.23	02/28/2023		1-51400 - Utilities	552.49
TOTAL					552.49
Bill Pmt -Check	ACH	03/28/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	0185312-056674 02.23	02/28/2023		1-51400 - Utilities	61.58
TOTAL					61.58
Bill Pmt -Check	ACH	03/28/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	0185312-060308 02.23	02/28/2023		1-51400 - Utilities	31.66
TOTAL					31.66
Bill Pmt -Check	ACH	03/30/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	056668 02.23	02/28/2023		1-51400 - Utilities	78.12
TOTAL					78.12
Bill Pmt -Check	ACH	04/10/2023	Bill.com	1-11000 - Cash - Checking	
Bill	23048979083	03/05/2023		1-51120 - Office, Dues & Other	129.40
TOTAL					129.40
Bill Pmt -Check	ACH	04/11/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	0185312-059062 02.23	02/27/2023		1-51400 - Utilities	20.00
TOTAL					20.00
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	059154 03.23	03/31/2023		1-51400 - Utilities	61.58
TOTAL					61.58
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	056674 03.23	03/31/2023		1-51400 - Utilities	61.58
TOTAL					61.58

Kinston Metropolitan District No. 1

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	060308 03.23	03/31/2023		1-51400 - Utilities	31.53
TOTAL					31.53
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	059062 03.23	03/31/2023		1-51400 - Utilities	24.68
TOTAL					24.68
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	056668 03.23	03/31/2023		1-51400 - Utilities	83.68
TOTAL					83.68
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	054470 03.23	03/31/2023		1-51400 - Utilities	573.50
TOTAL					573.50
Bill Pmt -Check	ACH	04/27/2023	City of Loveland	1-11000 - Cash - Checking	
Bill	056670 03.23	04/10/2023		1-51400 - Utilities	16.70
TOTAL					16.70
Bill Pmt -Check	Bill.com	03/16/2023	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	23019	01/31/2023		1-51050 - Election Costs	171.00
				1-51110 - Legal Services	3,190.00
TOTAL					3,361.00
Bill Pmt -Check	Bill.com	03/16/2023	Custom Fence & Supply	1072 - Bill.com Money Out Clearing	
Bill	314343	01/31/2023		3-55101 - Project-Direct	105,849.00
TOTAL					105,849.00
Bill Pmt -Check	Bill.com	03/16/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	361191	11/30/2022		1-51080 - Facilities Management	134.85
TOTAL					134.85
Bill Pmt -Check	Bill.com	03/16/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24012	01/31/2023		1-51040 - District Management	4,340.00
				1-51080 - Facilities Management	1,435.00
				1-51000 - Accounting	5,810.00
				1-51120 - Office, Dues & Other	44.44
TOTAL					11,629.44
Bill Pmt -Check	Bill.com	03/16/2023	Environmental Designs, Inc.	1072 - Bill.com Money Out Clearing	
Bill	161299	01/09/2023		1-52400 - Storm Water Facilities	125.00
TOTAL					125.00
Bill Pmt -Check	Bill.com	03/17/2023	MSK Consulting LLC	1072 - Bill.com Money Out Clearing	
Bill	0000814	01/31/2023		3-57004 - Engineering	2,470.00
TOTAL					2,470.00

Kinston Metropolitan District No. 1

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	03/17/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	01-78004	12/31/2022		3-55604 - Engineering	290.00
TOTAL					<u>290.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	23957	01/31/2023		3-55103 - Project Administration	1,462.50
TOTAL					<u>1,462.50</u>
Bill Pmt -Check	Bill.com	03/17/2023	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	146081	01/31/2023		3-55101 - Project-Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	23956	01/31/2023		3-57003 - Project Administration	350.00
TOTAL					<u>350.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	23959	01/31/2023		3-55903 - Project Administration	225.00
TOTAL					<u>225.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	DTJ Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	65560	01/31/2023		3-55904 - Engineering	1,513.19
TOTAL					<u>1,513.19</u>
Bill Pmt -Check	Bill.com	03/17/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	App 13	01/31/2023		3-55601 - Project-Direct	159,840.35
TOTAL					<u>159,840.35</u>
Bill Pmt -Check	Bill.com	03/17/2023	Kumar & Associates	1072 - Bill.com Money Out Clearing	
Bill	218312	01/31/2023		3-55204 - Engineering	6,780.00
TOTAL					<u>6,780.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	23958	01/31/2023		3-55303 - Project Administration	1,312.50
TOTAL					<u>1,312.50</u>
Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	23954	01/31/2023		3-55203 - Project Administration	840.00
TOTAL					<u>840.00</u>
Bill Pmt -Check	Bill.com	03/17/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	App 7	01/31/2023		3-55201 - Project-Direct	47,067.97
TOTAL					<u>47,067.97</u>
Bill Pmt -Check	Bill.com	03/17/2023	DTJ Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	65600	01/26/2023		3-55104 - Engineering	1,545.68
TOTAL					<u>1,545.68</u>

Check Detail

March 3 through June 1, 2023

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	03/17/2023	SWPPP Colorado, LLC	1072 - Bill.com Money Out Clearing	
	Bill	6466	12/31/2022		3-55101 - Project-Direct	448.05
TOTAL						448.05
	Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	23953	01/31/2023		3-55603 - Project Administration	1,237.50
TOTAL						1,237.50
	Bill Pmt -Check	Bill.com	03/17/2023	SWPPP Colorado, LLC	1072 - Bill.com Money Out Clearing	
	Bill	6503	12/31/2022		3-55101 - Project-Direct	1,655.00
TOTAL						1,655.00
	Bill Pmt -Check	Bill.com	03/17/2023	Merrick	1072 - Bill.com Money Out Clearing	
	Bill	221476	12/31/2022		3-51060 - Engineering	5,447.75
TOTAL						5,447.75
	Bill Pmt -Check	Bill.com	03/17/2023	GE Construction, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	3971	01/31/2023		3-55201 - Project-Direct	37,372.50
TOTAL						37,372.50
	Bill Pmt -Check	Bill.com	03/17/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
	Bill	App 7	01/31/2023		3-55801 - Project-Direct	461,408.63
TOTAL						461,408.63
	Bill Pmt -Check	Bill.com	03/17/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	SINV-000913	01/31/2023		3-55301 - Project-Direct	1,686.08
TOTAL						1,686.08
	Bill Pmt -Check	Bill.com	03/17/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	01-78543	12/31/2022		3-57004 - Engineering	4,683.75
TOTAL						4,683.75
	Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	23955	01/31/2023		3-55803 - Project Administration	1,715.00
TOTAL						1,715.00
	Bill Pmt -Check	Bill.com	03/17/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	23952	01/31/2023		3-51040 - District Management, Capital	1,237.50
TOTAL						1,237.50
	Bill Pmt -Check	Bill.com	03/17/2023	Chalona Studios LLC	1072 - Bill.com Money Out Clearing	
	Bill	0029	12/31/2022		3-55102 - Project Management	5,062.50
TOTAL						5,062.50
	Bill Pmt -Check	Bill.com	03/29/2023	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
	Bill	23203	02/28/2023		1-51050 - Election Costs	416.24
					1-51110 - Legal Services	4,621.50
TOTAL						5,037.74

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	03/29/2023	Kinston Hub, LLC	1072 - Bill.com Money Out Clearing	
Bill	370080	12/09/2022		1-51400 - Utilities	76.20
				1-51400 - Utilities	71.04
TOTAL					<u>147.24</u>
Bill Pmt -Check	Bill.com	03/29/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24160	02/28/2023		1-51040 - District Management	3,535.00
				1-51080 - Facilities Management	1,225.00
				1-51000 - Accounting	6,090.00
				1-51120 - Office, Dues & Other	21.29
TOTAL					<u>10,871.29</u>
Bill Pmt -Check	Bill.com	04/05/2023	Environmental Designs, Inc.	1072 - Bill.com Money Out Clearing	
Bill	161185	12/30/2022		1-52400 - Storm Water Facilities	477.50
TOTAL					<u>477.50</u>
Bill Pmt -Check	Bill.com	04/10/2023	DTJ Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	65792	01/31/2023		3-55904 - Engineering	3,000.00
TOTAL					<u>3,000.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	01-79058	01/31/2023		3-57004 - Engineering	1,100.00
TOTAL					<u>1,100.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1212071.2	02/28/2023		3-55604 - Engineering	500.00
TOTAL					<u>500.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24100	02/28/2023		3-57003 - Project Administration	210.00
TOTAL					<u>210.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	369565	01/31/2023		3-55202 - Project Management	2,860.20
TOTAL					<u>2,860.20</u>
Bill Pmt -Check	Bill.com	04/10/2023	Prairie Mountain Media, LLC	1072 - Bill.com Money Out Clearing	
Bill	1955443	02/28/2023		3-55305 - Permits, Fees and Other	51.50
TOTAL					<u>51.50</u>
Bill Pmt -Check	Bill.com	04/10/2023	Merrick	1072 - Bill.com Money Out Clearing	
Bill	222663	02/28/2023		3-51060 - Engineering	2,415.00
TOTAL					<u>2,415.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24097	02/28/2023		3-55203 - Project Administration	350.00
TOTAL					<u>350.00</u>

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/10/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	374250	02/28/2023		3-55202 - Project Management	2,860.20
TOTAL					<u>2,860.20</u>
Bill Pmt -Check	Bill.com	04/10/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	App 14	02/28/2023		3-55601 - Project-Direct	125,690.16
				1-24040 - Retainage Payable	6,982.79
TOTAL					<u>132,672.95</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24099	02/28/2023		3-56003 - Project Administration	420.00
TOTAL					<u>420.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	147561	02/28/2023		3-55101 - Project-Direct	395.00
TOTAL					<u>395.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24096	02/28/2023		3-55603 - Project Administration	675.00
TOTAL					<u>675.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	San Engineering LLC	1072 - Bill.com Money Out Clearing	
Bill	3644	03/31/2023		3-55604 - Engineering	998.42
TOTAL					<u>998.42</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24095	02/28/2023		3-51040 - District Management, Capital	1,012.50
TOTAL					<u>1,012.50</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24103	02/28/2023		3-55903 - Project Administration	150.00
TOTAL					<u>150.00</u>
Bill Pmt -Check	Bill.com	04/10/2023	DTJ Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	65649	01/31/2023		3-56004 - Engineering	38.75
TOTAL					<u>38.75</u>
Bill Pmt -Check	Bill.com	04/10/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
Bill	SINV-000970	02/28/2023		3-55301 - Project-Direct	1,686.08
TOTAL					<u>1,686.08</u>
Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24102	02/28/2023		3-55303 - Project Administration	262.50
TOTAL					<u>262.50</u>

Kinston Metropolitan District No. 1
Check Detail
 March 3 through June 1, 2023

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	24101	02/28/2023		3-55103 - Project Administration	900.00
TOTAL						<u>900.00</u>
	Bill Pmt -Check	Bill.com	04/10/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	369566	01/31/2023		3-57002 - Project Management	29,562.70
TOTAL						<u>29,562.70</u>
	Bill Pmt -Check	Bill.com	04/10/2023	Rock and Co	1072 - Bill.com Money Out Clearing	
	Bill	22105-9	03/31/2023		3-55101 - Project-Direct	6,946.16
TOTAL						<u>6,946.16</u>
	Bill Pmt -Check	Bill.com	04/10/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	374235	01/31/2023		3-51170 - Project Infrastructure	517.00
TOTAL						<u>517.00</u>
	Bill Pmt -Check	Bill.com	04/10/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	374241	02/28/2023		3-51170 - Project Infrastructure	661.50
TOTAL						<u>661.50</u>
	Bill Pmt -Check	Bill.com	04/10/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	24098	02/28/2023		3-55803 - Project Administration	805.00
TOTAL						<u>805.00</u>
	Bill Pmt -Check	Bill.com	04/10/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
	Bill	App 8	02/28/2023		3-55801 - Project-Direct	177,915.62
TOTAL						<u>177,915.62</u>
	Bill Pmt -Check	Bill.com	04/10/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	01-78955	01/31/2023		3-55604 - Engineering	625.00
TOTAL						<u>625.00</u>
	Bill Pmt -Check	Bill.com	04/10/2023	King Surveyors LLC	1072 - Bill.com Money Out Clearing	
	Bill	418822	02/28/2023		3-55804 - Engineering	6,921.75
TOTAL						<u>6,921.75</u>
	Bill Pmt -Check	Bill.com	04/25/2023	Rock and Co	1072 - Bill.com Money Out Clearing	
	Bill	22105-R	03/31/2023		1-24040 - Retainage Payable	30,889.00
TOTAL						<u>30,889.00</u>
	Bill Pmt -Check	Bill.com	04/25/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
	Bill	24299	03/31/2023		1-51040 - District Management	7,315.00
					1-51080 - Facilities Management	1,610.00
					1-51000 - Accounting	5,670.00
					1-51120 - Office, Dues & Other	247.66
TOTAL						<u>14,842.66</u>

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/25/2023	Kinston Hub, LLC	1072 - Bill.com Money Out Clearing	
Bill	375498	03/23/2023		1-51400 - Utilities	36.44
TOTAL					36.44
Bill Pmt -Check	Bill.com	04/25/2023	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	23286	03/31/2023		1-51050 - Election Costs	358.35
				1-51110 - Legal Services	5,158.00
TOTAL					5,516.35
Bill Pmt -Check	Bill.com	05/03/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24240	03/31/2023		3-55203 - Project Administration	595.00
TOTAL					595.00
Bill Pmt -Check	Bill.com	05/03/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24243	03/31/2023		3-55303 - Project Administration	1,087.50
TOTAL					1,087.50
Bill Pmt -Check	Bill.com	05/03/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
Bill	SINV-001055	03/31/2023		3-55301 - Project-Direct	1,686.08
TOTAL					1,686.08
Bill Pmt -Check	Bill.com	05/03/2023	King Surveyors LLC	1072 - Bill.com Money Out Clearing	
Bill	418605	01/31/2023		3-55804 - Engineering	2,321.00
TOTAL					2,321.00
Bill Pmt -Check	Bill.com	05/03/2023	Kumar & Associates	1072 - Bill.com Money Out Clearing	
Bill	219368	03/31/2023		3-55804 - Engineering	6,101.25
TOTAL					6,101.25
Bill Pmt -Check	Bill.com	05/03/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24239	03/31/2023		3-55603 - Project Administration	787.50
TOTAL					787.50
Bill Pmt -Check	Bill.com	05/03/2023	King Surveyors LLC	1072 - Bill.com Money Out Clearing	
Bill	418592	01/25/2023		3-55204 - Engineering	833.00
TOTAL					833.00
Bill Pmt -Check	Bill.com	05/03/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	01-79491	02/28/2023		3-57004 - Engineering	230.00
TOTAL					230.00
Bill Pmt -Check	Bill.com	05/03/2023	San Engineering LLC	1072 - Bill.com Money Out Clearing	
Bill	3680	03/31/2023		3-55604 - Engineering	4,953.06
TOTAL					4,953.06

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	05/03/2023	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1234008.1	03/31/2023		3-55604 - Engineering	1,396.00
TOTAL					1,396.00
Bill Pmt -Check	Bill.com	05/03/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	379170	03/31/2023		3-55202 - Project Management	2,860.20
TOTAL					2,860.20
Bill Pmt -Check	Bill.com	05/03/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24241	03/31/2023		3-57003 - Project Administration	105.00
TOTAL					105.00
Bill Pmt -Check	Bill.com	05/03/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	379176	03/31/2023		3-51170 - Project Infrastructure	653.50
TOTAL					653.50
Bill Pmt -Check	Bill.com	05/11/2023	Kinston Hub, LLC	1072 - Bill.com Money Out Clearing	
Bill	374341	02/28/2023		1-52700 - Amenities	134.85
				1-51400 - Utilities	36.44
TOTAL					171.29
Bill Pmt -Check	Bill.com	05/24/2023	Prairie Mountain Media, LLC	1072 - Bill.com Money Out Clearing	
Bill	1968282	04/06/2023		3-55105 - Permits, Fees and Other	56.50
TOTAL					56.50
Bill Pmt -Check	Bill.com	05/24/2023	Da Vinci Sign Systems Inc	1072 - Bill.com Money Out Clearing	
Bill	20324	03/14/2023		3-55101 - Project-Direct	235,162.64
TOTAL					235,162.64
Bill Pmt -Check	Bill.com	05/24/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24242	03/31/2023		3-55103 - Project Administration	1,687.50
TOTAL					1,687.50
Bill Pmt -Check	Bill.com	05/24/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
Bill	SINV-001065	03/31/2023		3-55301 - Project-Direct	4,750.00
TOTAL					4,750.00
Bill Pmt -Check	Bill.com	05/24/2023	Precision Pavement Marking Co	1072 - Bill.com Money Out Clearing	
Bill	350587	03/13/2023		3-55101 - Project-Direct	350.00
TOTAL					350.00
Bill Pmt -Check	Bill.com	05/24/2023	Waterwise Land & Waterscapes Inc	1072 - Bill.com Money Out Clearing	
Bill	05-723-4384	04/03/2023		3-55101 - Project-Direct	6,796.49
TOTAL					6,796.49
Bill Pmt -Check	Bill.com	05/24/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	App 15	03/31/2023		3-55601 - Project-Direct	430,535.19
TOTAL					430,535.19

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	05/24/2023	SWPPP Colorado, LLC	1072 - Bill.com Money Out Clearing	
Bill	6597	03/20/2023		3-55101 - Project-Direct	1,637.75
TOTAL					1,637.75
Bill Pmt -Check	Bill.com	05/24/2023	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	148962	04/01/2023		3-55101 - Project-Direct	395.00
TOTAL					395.00
Bill Pmt -Check	Bill.com	05/24/2023	Ridgetop Engineering & Consulting	1072 - Bill.com Money Out Clearing	
Bill	3713	04/04/2023		3-55104 - Engineering	1,727.50
TOTAL					1,727.50
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24387	04/15/2023		3-55803 - Project Administration	2,590.00
TOTAL					2,590.00
Bill Pmt -Check	Bill.com	05/31/2023	Norris Design, Inc.	1072 - Bill.com Money Out Clearing	
Bill	01-80610	04/15/2023		3-57004 - Engineering	1,517.50
TOTAL					1,517.50
Bill Pmt -Check	Bill.com	05/31/2023	CWC Consulting Group Inc	1072 - Bill.com Money Out Clearing	
Bill	Inv3197	04/15/2023		3-55804 - Engineering	1,670.50
TOTAL					1,670.50
Bill Pmt -Check	Bill.com	05/31/2023	Kumar & Associates	1072 - Bill.com Money Out Clearing	
Bill	219578	04/15/2023		3-55804 - Engineering	6,127.50
TOTAL					6,127.50
Bill Pmt -Check	Bill.com	05/31/2023	CMS Environmental Solutions, LLC	1072 - Bill.com Money Out Clearing	
Bill	150301	04/15/2023		3-55101 - Project-Direct	395.00
TOTAL					395.00
Bill Pmt -Check	Bill.com	05/31/2023	CWC Consulting Group Inc	1072 - Bill.com Money Out Clearing	
Bill	Inv3200	04/15/2023		3-57004 - Engineering	9,512.90
TOTAL					9,512.90
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24389	04/15/2023		3-55303 - Project Administration	1,237.50
TOTAL					1,237.50
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24386	04/15/2023		3-55203 - Project Administration	3,500.00
TOTAL					3,500.00
Bill Pmt -Check	Bill.com	05/31/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
Bill	SINV-001163	04/15/2023		3-55101 - Project-Direct	10,043.40
TOTAL					10,043.40

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	05/31/2023	Custom Fence & Supply	1072 - Bill.com Money Out Clearing	
Bill	314665	04/15/2023		3-55101 - Project-Direct	<u>7,052.00</u>
TOTAL					7,052.00
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24385	04/15/2023		3-55603 - Project Administration	<u>1,012.50</u>
TOTAL					1,012.50
Bill Pmt -Check	Bill.com	05/31/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	Pay App 23	04/15/2023		3-55101 - Project-Direct	<u>24,658.29</u>
TOTAL					24,658.29
Bill Pmt -Check	Bill.com	05/31/2023	Prairie Mountain Media, LLC	1072 - Bill.com Money Out Clearing	
Bill	1970980	04/15/2023		3-55205 - Permits, Fees and Other	<u>1.50</u>
TOTAL					1.50
Bill Pmt -Check	Bill.com	05/31/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	383950	04/15/2023		3-55202 - Project Management	<u>2,860.20</u>
TOTAL					2,860.20
Bill Pmt -Check	Bill.com	05/31/2023	CWC Consulting Group Inc	1072 - Bill.com Money Out Clearing	
Bill	Inv3199	04/15/2023		3-55604 - Engineering	<u>1,427.50</u>
TOTAL					1,427.50
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24388	04/15/2023		3-55803 - Project Administration	<u>1,387.50</u>
TOTAL					1,387.50
Bill Pmt -Check	Bill.com	05/31/2023	Bath, Inc.	1072 - Bill.com Money Out Clearing	
Bill	SINV-001146	04/15/2023		3-55101 - Project-Direct	<u>1,686.08</u>
TOTAL					1,686.08
Bill Pmt -Check	Bill.com	05/31/2023	Kumar & Associates	1072 - Bill.com Money Out Clearing	
Bill	220137	04/15/2023		3-55804 - Engineering	<u>4,128.75</u>
TOTAL					4,128.75
Bill Pmt -Check	Bill.com	05/31/2023	CWC Consulting Group Inc	1072 - Bill.com Money Out Clearing	
Bill	Inv3198	04/15/2023		3-55204 - Engineering	<u>1,950.00</u>
TOTAL					1,950.00
Bill Pmt -Check	Bill.com	05/31/2023	McWhinney Real Estate Services, Inc.	1072 - Bill.com Money Out Clearing	
Bill	383963	04/15/2023		3-51170 - Project Infrastructure	<u>247.00</u>
TOTAL					247.00
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24383	04/15/2023		3-51040 - District Management, Capital	<u>1,537.50</u>
TOTAL					1,537.50

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	05/31/2023	San Engineering LLC	1072 - Bill.com Money Out Clearing	
Bill	3711	04/15/2023		3-55604 - Engineering	1,033.68
TOTAL					1,033.68
Bill Pmt -Check	Bill.com	05/31/2023	Kumar & Associates	1072 - Bill.com Money Out Clearing	
Bill	219934	04/15/2023		3-55804 - Engineering	220.00
TOTAL					220.00
Bill Pmt -Check	Bill.com	05/31/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24384	04/15/2023		3-55703 - Project Administration	980.00
TOTAL					980.00
Bill Pmt -Check	Bill.com	05/31/2023	Earth Engineering Consultants, LLC	1072 - Bill.com Money Out Clearing	
Bill	1234008.2	04/15/2023		3-55604 - Engineering	1,476.00
TOTAL					1,476.00
Bill Pmt -Check	Bill.com	05/31/2023	Merrick	1072 - Bill.com Money Out Clearing	
Bill	224923	04/15/2023		3-51060 - Engineering	10,102.50
TOTAL					10,102.50
Bill Pmt -Check	Bill.com	05/31/2023	Coyote Ridge Construction LLC	1072 - Bill.com Money Out Clearing	
Bill	Pay App 8	04/15/2023		3-55201 - Project-Direct	85,548.40
TOTAL					85,548.40
Bill Pmt -Check	Bill.com	06/01/2023	Kinston Hub, LLC	1072 - Bill.com Money Out Clearing	
Bill	379362	03/31/2023		1-51400 - Utilities	8.23
TOTAL					8.23
Bill Pmt -Check	Bill.com	06/01/2023	Icenogle Seaver Pogue, P.C.	1072 - Bill.com Money Out Clearing	
Bill	23508	04/30/2023		1-51050 - Election Costs	227.41
				1-51110 - Legal Services	11,985.75
TOTAL					12,213.16
Bill Pmt -Check	Bill.com	06/01/2023	Pinnacle Consulting Group, Inc.	1072 - Bill.com Money Out Clearing	
Bill	24452	04/30/2023		1-51040 - District Management	5,985.00
				1-51080 - Facilities Management	1,225.00
				1-51000 - Accounting	5,880.00
				1-51120 - Office, Dues & Other	13.05
TOTAL					13,103.05
Bill Pmt -Check	Bill.com	06/01/2023	Kinston Community Association, Inc	1072 - Bill.com Money Out Clearing	
Bill	46234-202303	04/30/2023		1-52600 - HOA Maintenance	2,783.75
TOTAL					2,783.75

Check Detail

March 3 through June 1, 2023

Type	Num	Date	Name	Account	Paid Amount
Paycheck	DD1060	04/24/2023	Abby L Kirkbride	1-11000 - Cash - Checking	
				1-51030 - Directors' Fees	200.00
				66000 - Payroll Expenses	12.40
				24000 - Payroll Liabilities	-12.40
				24000 - Payroll Liabilities	-12.40
				66000 - Payroll Expenses	2.90
				24000 - Payroll Liabilities	-2.90
				24000 - Payroll Liabilities	-2.90
				2110 - Direct Deposit Liabilities	-184.70
				TOTAL	
Paycheck	DD1061	04/24/2023	Bradley D Lenz	1-11000 - Cash - Checking	0.00
				1-51030 - Directors' Fees	200.00
				66000 - Payroll Expenses	12.40
				24000 - Payroll Liabilities	-12.40
				24000 - Payroll Liabilities	-12.40
				66000 - Payroll Expenses	2.90
				24000 - Payroll Liabilities	-2.90
				24000 - Payroll Liabilities	-2.90
				2110 - Direct Deposit Liabilities	-184.70
				TOTAL	
Paycheck	DD1062	04/24/2023	Josh Kane	1-11000 - Cash - Checking	0.00
				1-51030 - Directors' Fees	200.00
				66000 - Payroll Expenses	12.40
				24000 - Payroll Liabilities	-12.40
				24000 - Payroll Liabilities	-12.40
				66000 - Payroll Expenses	2.90
				24000 - Payroll Liabilities	-2.90
				24000 - Payroll Liabilities	-2.90
				2110 - Direct Deposit Liabilities	-184.70
				TOTAL	
Paycheck	DD1063	04/24/2023	Kim Perry	1-11000 - Cash - Checking	0.00
				1-51030 - Directors' Fees	200.00
				66000 - Payroll Expenses	12.40
				24000 - Payroll Liabilities	-12.40
				24000 - Payroll Liabilities	-12.40
				66000 - Payroll Expenses	2.90
				24000 - Payroll Liabilities	-2.90
				24000 - Payroll Liabilities	-2.90
				2110 - Direct Deposit Liabilities	-184.70
				TOTAL	
				Total	\$ 2,233,041.18

Contract Modifications for Board Ratification

Kinston Metropolitan District No. 1

Kinston Millennium East 14th (KIN-ME14)

<i>Contractor:</i> Coyote Ridge Construction, LLC	<i>Modification Date:</i> 5 /17/2023	<i>Modification Amount:</i> \$0.00	<i>Contract #:</i> Cnt-01151
<i>Modification Description:</i> Change Order # 10	<i>Payment Method:</i> No Charge	<i>District Signed Date:</i> 5 /17/2023	
<i>Modification Scope:</i> Extension of Final Completion Date from May 11, 2023 to July 19, 2023.			<i>Contractor Signed Date:</i> 5 /22/2023

Kinston Millennium East 15th (KIN-ME15)

<i>Contractor:</i> King Surveyors, LLC	<i>Modification Date:</i> 5 /5 /2023	<i>Modification Amount:</i> \$5,000.00	<i>Contract #:</i> Cnt-01154
<i>Modification Description:</i> CO1 to WO 2022-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 5 /10/2023	
<i>Modification Scope:</i> Re-staking Allowance			<i>Contractor Signed Date:</i> 5 /5 /2023

Kinston O&M (KIN-OM)

<i>Contractor:</i> McWhinney Real Estate Services, Inc.	<i>Modification Date:</i> 3 /21/2023	<i>Modification Amount:</i> \$12,500.00	<i>Contract #:</i> Cnt-00987
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 3 /21/2023	
<i>Modification Scope:</i> Splash Pad Maintenance and Repair Services			<i>Contractor Signed Date:</i> 3 /21/2023

Kinston Phase 1 Landscaping (KIN-PH1-LAND)

<i>Contractor:</i> Bath, Inc	<i>Modification Date:</i> 5 /12/2023	<i>Modification Amount:</i> \$10,346.91	<i>Contract #:</i> Cnt-01176
<i>Modification Description:</i> Change Order 6	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 5 /22/2023	
<i>Modification Scope:</i> Move Irrigation Wires to Relocated Controller Location on Wild Millet			<i>Contractor Signed Date:</i> 5 /24/2023

Kinston Metropolitan District No. 1

Kinston Welcome Center Park (KIN-WCP)

<i>Contractor:</i> Bath, Inc	<i>Modification Date:</i> 5 /12/2023	<i>Modification Amount:</i> \$2,110.00	<i>Contract #:</i> Cnt-01176
<i>Modification Description:</i> Change Order #7	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 5 /22/2023	
<i>Modification Scope:</i> Install 18"x18" Concrete Steppers at Welcome Center			<i>Contractor Signed Date:</i>



Management Financial Statements

BOARD OF DIRECTORS
KINSTON METROPOLITAN DISTRICT NOS. 1-10

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2022 and March 31, 2023. We have also prepared the accompanying 2023 adopted budgets of revenues, expenditures and funds available prepared on the modified accrual basis.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

A handwritten signature in blue ink, appearing to be "B. G. ...", is written over a light blue horizontal line.

Pinnacle Consulting Group, Inc.
May 30, 2023

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
(970)669-3611 (303)333-4380
www.PCGI.com

Serving our clients and community through excellent dependable service.

KINSTON METROPOLITAN DISTRICT NO. 1 & 5						
BALANCE SHEET						
	No. 1	No. 5	Total	No. 1	No. 5	Total
	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited	Unaudited
	Actual	Actual	Actual	Actual	Actual	Actual
	12/31/2022	12/31/2022	12/31/2022	3/31/2023	3/31/2023	3/31/2023
Assets						
Current Assets						
Checking	\$ 198,428	\$ -	\$ 198,428	\$ 209,680	\$ -	\$ 209,680
Colostrust	3,606	-	3,606	5,391	-	5,391
Bond Funds	-	1,747,976	1,747,976	-	1,766,294	1,766,294
Capital Project Funds	-	10,409	10,409	-	4,759	4,759
Phase 1 Public Escrow	-	-	-	-	-	-
Bridgewater Escrow	997,228	-	997,228	638,406	-	638,406
Due from District No. 1	-	2,334	2,334	-	4,664	4,664
Due from District No. 5	19,589	-	19,589	19,589	-	19,589
Property Tax Receivable	-	256	256	-	256	256
Developer Advance Receivable	1,625,559	-	1,625,559	945,050	-	945,050
Prepaid Expense	29,249	-	29,249	-	-	-
Construction Deposits	333,458	-	333,458	333,458	-	333,458
Service Fee Receivable	3	-	3	1,160	-	1,160
Total Current Assets	\$ 3,207,121	\$ 1,760,975	\$ 4,968,096	\$ 2,152,734	\$ 1,775,973	\$ 3,928,707
Long-Term Assets						
Construction in Progress	\$ 27,600,491	\$ -	\$ 27,600,491	\$ 27,600,491	\$ -	\$ 27,600,491
Total Long-Term Assets	\$ 27,600,491	\$ -	\$ 27,600,491	\$ 27,600,491	\$ -	\$ 27,600,491
Total Assets	\$ 30,807,611	\$ 1,760,975	\$ 32,568,586	\$ 29,753,225	\$ 1,775,973	\$ 31,529,198
Liabilities						
Current Liabilities						
Accounts Payable	\$ 2,227,524	\$ -	\$ 2,227,524	\$ 1,127,172	\$ -	\$ 1,127,172
Payroll Liabilities	612	-	612	-	-	-
Retainage Payable	584,949	-	584,949	632,840	-	632,840
Due to District 1	-	19,589	19,589	-	19,589	19,589
Due to District 5	2,334	-	2,334	4,664	-	4,664
Service Fee Payable to District 1	-	-	-	-	-	-
Deferred Property Taxes	-	256	256	-	256	256
Total Current Liabilities	\$ 2,815,420	\$ 19,845	\$ 2,835,265	\$ 1,764,676	\$ 19,845	\$ 1,784,521
Long-Term Liabilities						
Bonds Payable	\$ -	\$ 23,900,000	\$ 23,900,000	\$ -	\$ 23,900,000	\$ 23,900,000
Operating Advance Payable	773,800	-	773,800	808,067	-	808,067
Capital Advance Payable	5,567,750	-	5,567,750	7,593,389	-	7,593,389
Capital Advance Interest Payable	67,760	-	67,760	180,994	-	180,994
Total Long-Term Debt	\$ 6,341,550	\$ 23,900,000	\$ 30,241,550	\$ 8,401,456	\$ 23,900,000	\$ 32,301,456
Total Liabilities	\$ 9,156,970	\$ 23,919,845	\$ 33,076,815	\$ 10,166,132	\$ 23,919,845	\$ 34,085,977
Fund Equity						
Net Investment in Fixed Assets	\$ 21,258,940	\$ (23,900,000)	\$ (2,641,060)	\$ 19,199,035	\$ (23,900,000)	\$ (4,700,965)
Fund Balance						
Nonspendable	29,249	-	29,249	-	-	-
Restricted	317,831	1,741,130	2,058,961	383,483	1,756,128	2,139,611
Unassigned	44,620	-	44,620	4,575	-	4,575
Total Fund Equity	\$ 21,650,642	\$ (22,158,870)	\$ (508,228)	\$ 19,587,093	\$ (22,143,872)	\$ (2,556,779)
Total Liabilities and Fund Equity	\$ 30,807,612	\$ 1,760,975	\$ 32,568,587	\$ 29,753,225	\$ 1,775,973	\$ 31,529,198
	=	=	=	=	=	=

Modified Accrual Budgetary Basis

KINSTON METROPOLITAN DISTRICT NO. 1						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Operating Advances	\$ 333,343	\$ 498,355	\$ 398,594	\$ 34,267	\$ 97,354	\$ (63,087)
Service Fees District #2	318	2,830	2,830	561	705	(144)
Service Fees District #3	12	10	10	1	1	-
Service Fees District #4	37	20	20	1	1	-
Service Fees District #5	197	52	52	-	-	-
Service Fees District #9	13	12	12	-	-	-
Service Fees District #10	2	2	2	1	1	-
Other Income	264	-	184	46	-	46
Total Revenues	\$ 334,185	\$ 501,281	\$ 401,704	\$ 34,877	\$ 98,062	\$ (63,185)
Expenditures						
Operations and Maintenance						
Storm Water Facilities	\$ 2,286	\$ 1,000	\$ 1,000	\$ 125	\$ 249	\$ (124)
Amenities	-	12,500	12,500	135	3,126	(2,991)
Repairs and Maintenance	-	5,000	5,000	-	1,251	(1,251)
HOA Maintenance	-	100,000	100,000	29,200	29,200	-
Utilities	18,093	35,000	35,000	2,572	8,751	(6,179)
Facilities Management	15,101	17,000	17,000	4,270	4,251	19
Administration:						
Accounting and Finance	61,490	67,500	67,500	17,570	16,875	695
Audit	13,000	14,000	14,000	-	-	-
District Management	57,590	60,500	60,500	15,190	15,126	64
Director Fees	9,600	14,000	14,000	-	3,501	(3,501)
Election	2,307	5,000	5,000	946	1,251	(305)
Engineering and Other Professional Svcs	-	20,000	20,000	-	-	-
Insurance	24,996	26,246	29,249	29,249	26,246	3,003
Legal	69,154	82,500	82,500	12,970	20,625	(7,655)
Office, Dues, Newsletters & Other	6,816	10,300	10,300	925	2,574	(1,649)
Contingency	-	20,000	-	-	-	-
Total Expenditures	\$ 280,432	\$ 490,546	\$ 473,549	\$ 113,152	\$ 133,026	\$ (19,874)
Revenues Over/(Under) Expenditures	\$ 53,753	\$ 10,735	\$ (71,845)	\$ (78,275)	\$ (34,964)	\$ (43,311)
Beginning Fund Balance	\$ 30,143	\$ 12,326	\$ 83,896	\$ 83,896	\$ 12,326	\$ 71,570
Ending Fund Balance	\$ 83,896	\$ 23,061	\$ 12,051	\$ 5,621	\$ (22,638)	\$ 28,259
						=
Components of Ending Fund Balance						
TABOR Reserve (3% of Revenue)	\$ 10,026	\$ 15,038	\$ 12,051	\$ 1,046		
Unreserved	73,870	8,023	-	4,574		
Total	\$ 83,896	\$ 23,061	\$ 12,051	\$ 5,621		
Mill Levy						
Operating	0.000	0.000	0.000	0.000		
Total Mill Levy	0.000	0.000	0.000	0.000		
Assessed Value	\$ 15	\$ 15	\$ 15	\$ 15		
Property Tax Revenue						
Operating	-	-	-	-		
Total Property Tax Revenue	\$ -	\$ -	\$ -	\$ -		

Modified Accrual Budgetary Basis

KINSTON METROPOLITAN DISTRICT NO. 1						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
CAPITAL PROJECTS FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Capital Advances - LDA	\$ 2,179,310	\$ 1,328,600	\$ 1,944,629	\$ 710,057	\$ 1,068,879	\$ (358,822)
Capital Advances - Developer	3,388,440	-	5,158,737	1,315,582	-	1,315,582
Cost Share Revenue	3,341,879	1,658,121	1,658,121	-	-	-
Transfer from District No. 5	2,759,696	-	-	-	-	-
Bond Proceeds (Net)	-	6,017,396	-	-	-	-
Interest & Other Income	16,655	-	43,000	39,280	-	39,280
Total Revenues	\$ 11,685,981	\$ 9,004,117	\$ 8,804,487	\$ 2,064,919	\$ 1,068,879	\$ 996,040
Expenditures						
District Management	\$ 20,195	\$ 25,000	\$ 25,000	\$ 2,250	\$ 6,250	\$ (4,000)
District Planning/Engineering Mgmt	20,042	25,000	25,000	1,832	2,083	\$ (251)
District Engineering	63,315	50,000	50,000	2,415	12,500	(10,085)
Crossroads Boulevard Mitigation	156,242	-	-	-	-	-
Residential - Ph 1 (ME 10th and ME 11th)	6,380,251	1,500,000	1,500,000	377,598	375,000	2,598
Millennium East 14th	3,027,588	4,100,000	4,100,000	758,310	1,025,000	(266,690)
Welcome Center Park	515,498	26,315	26,315	12,773	6,579	6,194
Millennium East 13th	359,294	500,000	500,000	-	-	-
Millennium East 15th	1,241,356	504,497	504,497	104,897	126,123	(21,226)
Millennium East 16th - Intracts	1,241,174	2,000,000	2,000,000	690,837	500,000	190,837
Millennium East 17th	461,219	100,000	100,000	-	-	-
Millennium East 18th	641,351	50,000	50,000	459	459	-
Millennium East 19th	427,162	200,000	200,000	34,028	50,000	(15,972)
Welcome Center Park Phase 2	113,651	31,480	31,480	4,888	7,869	(2,981)
Permits, Fees & Other	333	-	-	-	-	-
Contingency	-	100,000	-	-	-	-
Total Capital Expenditures	\$ 14,668,671	\$ 9,212,292	\$ 9,112,292	\$ 1,990,287	\$ 2,111,863	\$ (121,576)
Revenues over/(under) Expenditures	\$ (2,982,691)	\$ (208,175)	\$ (307,805)	\$ 74,632	\$ (1,042,984)	\$ 1,117,616
Beginning Fund Balance	\$ 3,290,496	\$ 713,546	\$ 307,805	\$ 307,805	\$ 713,546	\$ (405,741)
Ending Fund Balance	\$ 307,805	\$ 505,371	\$ -	\$ 382,437	\$ (329,438)	\$ 711,875

KINSTON METROPOLITAN DISTRICT NO. 5						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 201	\$ 50	\$ 50	\$ -	\$ -	\$ -
Specific Ownership Taxes	-	3	3	-	-	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 201	153	\$ 53	\$ -	\$ -	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ 197	\$ 52	\$ 52	\$ -	\$ -	\$ -
Treasurer Fees	4	1	1	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 201	\$ 153	\$ 53	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	15.000	15.000	15.000	15.000		
Debt Service	62.000	62.000	62.000	62.000		
Total Mill Levy	77.000	77.000	77.000	77.000		
Assessed Value	\$ -	\$ 3,326	\$ 3,326	\$ 3,326		
Property Tax Revenue						
Operating	-	50	50	50		
Debt Service	-	206	206	206		
Total Property Tax Revenue	\$ -	\$ 256	\$ 256	\$ 256		

KINSTON METROPOLITAN DISTRICT NO. 5						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
DEBT SERVICE FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 831	\$ 206	\$ 206	\$ -	\$ -	\$ -
Specific Ownership Taxes	-	12	12	-	-	-
Service Fees, District 2	1,315	11,699	11,699	2,320	2,925	(605)
Service Fees, District 3	49	42	42	3	5	(2)
Service Fees, District 4	152	84	84	5	5	-
Service Fees, District 10	3	3	3	1	1	-
Interest & Other Income	33,811	5,000	35,000	19,669	1,250	18,419
Total Revenues	\$ 36,161	\$ 17,046	\$ 47,046	\$ 21,998	\$ 4,186	\$ 17,812
Expenditures						
Bond Interest	\$ 625,520	\$ 625,500	\$ 625,500	\$ -	\$ -	\$ -
Trustee Fees	7,000	7,500	7,000	7,000	7,000	-
Treasurer's Fees	17	3	3	-	-	-
Cost of Issuance - DS	12,589	-	-	-	-	-
Contingency	-	5,000	-	-	-	-
Total Expenditures	\$ 645,126	\$ 638,003	\$ 632,503	\$ 7,000	\$ 7,000	\$ -
Rev Over/(Under) Exp after Other	\$ (608,965)	\$ (620,957)	\$ (585,457)	\$ 14,998	\$ (2,814)	\$ 17,812
Beginning Fund Balance	\$ 2,350,095	\$ 1,732,318	\$ 1,741,130	\$ 1,741,130	\$ 1,732,318	\$ 8,812
Ending Fund Balance	\$ 1,741,130	\$ 1,111,361	\$ 1,155,673	\$ 1,756,128	\$ 1,729,504	\$ 26,624
						=
Components of Ending Fund Balance						
Reserve Requirement (\$1,118,976)	\$ 1,118,976	\$ 1,093,339	\$ 1,118,279	\$ 1,118,976	\$ 1,118,976	\$ -
Capitalized Interest	604,630	-	-	604,630	604,630	-
Bond Fund	17,524	18,022	37,394	32,522	5,898	26,624
Total	\$ 1,741,130	\$ 1,111,361	\$ 1,155,673	\$ 1,756,128	\$ 1,729,504	\$ 26,624

Modified Accrual Budgetary Basis

KINSTON METROPOLITAN DISTRICT NO. 5						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
CAPITAL PROJECTS FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Interest & Other Income	\$ 262	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 262	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
Transfer to District No. 1	\$ 2,759,696	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,759,696	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ (2,759,434)	\$ -	\$ -	\$ -	\$ -	\$ -
Rev Over/(Under) Exp after Other	\$ (2,759,434)	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ 2,759,434	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=

KINSTON METROPOLITAN DISTRICT NO. 2						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 1,540	\$ 6,100	\$ 6,100	\$ 411	\$ 1,524	\$ (1,113)
Specific Ownership Taxes	124	8,521	8,521	2,519	2,130	389
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 1,664	\$ 14,721	\$ 14,621	\$ 2,930	\$ 3,654	\$ (724)
Payment for Services to No. 1 - O&M	\$ 318	\$ 2,830	\$ 2,830	\$ 561	\$ 705	\$ (144)
Payment for Services to No. 5 - Debt	1,315	11,699	11,699	2,320	2,925	(605)
Treasurer Fees	31	92	92	49	24	25
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 1,664	\$ 14,721	\$ 14,621	\$ 2,930	\$ 3,654	\$ (724)
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	15.000	15.000	15.000	15.000		
Debt Service	62.000	62.000	62.000	62.000		
Total Mill Levy	77.000	77.000	77.000	77.000		
Assessed Value	\$ 20,012	\$ 79,222	\$ 79,222	\$ 79,222		
Property Tax Revenue						
Operating	300	1,188	1,188	1,188		
Debt Service	1,241	4,912	4,912	4,912		
Total Property Tax Revenue	\$ 1,541	\$ 6,100	\$ 6,100	\$ 6,100		

KINSTON METROPOLITAN DISTRICT NO. 3						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 43	\$ 39	\$ 39	\$ -	\$ -	\$ -
Specific Ownership Taxes	19	14	14	4	6	(2)
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 62	\$ 153	\$ 53	\$ 4	\$ 6	\$ (2)
Expenditures						
Payment for Services to No. 1 - O&M	\$ 12	\$ 10	\$ 10	\$ 1	\$ 1	\$ -
Payment for Services to No. 5 - Debt	49	42	42	3	5	(2)
Treasurer Fees	1	1	1	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 62	\$ 153	\$ 53	\$ 4	\$ 6	\$ (2)
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	15.000	15.000	15.000	15.000		
Debt Service	62.000	62.000	62.000	62.000		
Total Mill Levy	77.000	77.000	77.000	77.000		
Assessed Value	\$ 558	\$ 504	\$ 504	\$ 504		
Property Tax Revenue						
Operating	8	8	8	8		
Debt Service	35	31	31	31		
Total Property Tax Revenue	\$ 43	\$ 39	\$ 39	\$ 39		

KINSTON METROPOLITAN DISTRICT NO. 4						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 109	\$ 100	\$ 100	\$ -	\$ -	\$ -
Specific Ownership Taxes	82	7	7	6	6	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 191	\$ 207	\$ 107	\$ 6	\$ 6	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ 37	\$ 20	\$ 20	\$ 1	\$ 1	\$ -
Payment for Services to No. 5 - Debt	152	84	84	5	5	-
Treasurer Fees	2	2	2	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 191	\$ 207	\$ 107	\$ 6	\$ 6	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	15.000	15.000	15.000	15.000		
Debt Service	62.000	62.000	62.000	62.000		
Total Mill Levy	77.000	77.000	77.000	77.000		
Assessed Value	\$ 1,414	\$ 1,300	\$ 1,300	\$ 1,300		
Property Tax Revenue						
Operating	21	20	20	20		
Debt Service	88	81	81	81		
Total Property Tax Revenue	\$ 109	\$ 100	\$ 100	\$ 100		

KINSTON METROPOLITAN DISTRICT NO. 6						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Ownership Taxes	-	-	-	-	-	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasurer Fees	-	-	-	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	25.000	25.000	25.000	25.000		
Debt Service	0.000	0.000	0.000	0.000		
Total Mill Levy	25.000	25.000	25.000	25.000		
Assessed Value	\$ 15	\$ 13	\$ 13	\$ 13		
Property Tax Revenue						
Operating	-	-	-	-		
Debt Service	-	-	-	-		
Total Property Tax Revenue	\$ -	\$ -	\$ -	\$ -		

KINSTON METROPOLITAN DISTRICT NO. 7						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Ownership Taxes	-	-	-	-	-	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasurer Fees	-	-	-	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	25.000	25.000	25.000	25.000		
Debt Service	0.000	0.000	0.000	0.000		
Total Mill Levy	25.000	25.000	25.000	25.000		
Assessed Value	\$ 15	\$ 13	\$ 13	\$ 13		
Property Tax Revenue						
Operating	-	-	-	-		
Debt Service	-	-	-	-		
Total Property Tax Revenue	\$ -	\$ -	\$ -	\$ -		

KINSTON METROPOLITAN DISTRICT NO. 8						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Ownership Taxes	-	-	-	-	-	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasurer Fees	-	-	-	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	25.000	25.000	25.000	25.000		
Debt Service	0.000	0.000	0.000	0.000		
Total Mill Levy	25.000	25.000	25.000	25.000		
Assessed Value	\$ 15	\$ 13	\$ 13	\$ 13		
Property Tax Revenue						
Operating	-	-	-	-		
Debt Service	-	-	-	-		
Total Property Tax Revenue	\$ -	\$ -	\$ -	\$ -		

KINSTON METROPOLITAN DISTRICT NO. 9						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ 12	\$ 11	\$ 11	\$ -	\$ -	\$ -
Specific Ownership Taxes	1	1	1	-	-	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 13	\$ 112	\$ 12	\$ -	\$ -	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ 13	\$ 12	\$ 12	\$ -	\$ -	\$ -
Treasurer Fees	-	-	-	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 13	\$ 112	\$ 12	\$ -	\$ -	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	25.000	25.000	25.000	25.000		
Debt Service	0.000	0.000	0.000	0.000		
Total Mill Levy	25.000	25.000	25.000	25.000		
Assessed Value	\$ 487	\$ 444	\$ 444	\$ 444		
Property Tax Revenue						
Operating	12	11	11	11		
Debt Service	-	-	-	-		
Total Property Tax Revenue	\$ 12	\$ 11	\$ 11	\$ 11		

KINSTON METROPOLITAN DISTRICT NO. 10						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(e-d)
	2022	2023	2023	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2023	3/31/2023	3/31/2023
Revenues						
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Ownership Taxes	4	5	5	2	2	-
Interest & Other	-	100	-	-	-	-
Total Revenues	\$ 4	\$ 105	\$ 5	\$ 2	\$ 2	\$ -
Expenditures						
Payment for Services to No. 1 - O&M	\$ 1	\$ 2	\$ 2	\$ 1	\$ 1	\$ -
Payment for Services to No. 5 - Debt	3	3	3	1	1	-
Treasurer Fees	-	-	-	-	-	-
Contingency	-	100	-	-	-	-
Total Operating Expenditures	\$ 4	\$ 105	\$ 5	\$ 2	\$ 2	\$ -
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						=
Mill Levy						
Operating	15.000	15.000	15.000	15.000		
Debt Service	27.000	27.786	27.786	27.786		
Total Mill Levy	42.000	42.786	42.786	42.786		
Assessed Value	\$ 9	\$ 15	\$ 15	\$ 15		
Property Tax Revenue						
Operating	-	-	-	-		
Debt Service	-	-	-	-		
Total Property Tax Revenue	\$ -	\$ -	\$ -	\$ -		



To: Kinston Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Managers' Report
 Board Meeting Date: June 8, 2023

General District Matters

- **Primary Contact:** Please contact Sarah Bromley, District Manager, at SarahBromley@pcgi.com or KINMDadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- **Client Service Team:** Since the last board meeting, there have been no staff changes to the Client Service Team.
- **District Matters:** The District's management team executed District matters since the March 9, 2023, Board meeting. Monthly, District management provides the following services:
 - Adheres to administrative and compliance matters.
 - Processes monthly payables and financial reports.
 - Oversees District budget and operational expenditures.
 - Oversees District operations per the approved Service Plan and District needs.
 - Collaborates with legal counsel on legal matters.
 - Oversee preparation and distribution of board packets including agenda, minutes, reports, contracts, and agreements prior to board meetings.
 - The Manager consistently communicates with the Board including periodic status reports at each board meeting.
- **Management & Administration Updates & Activities:** Recently the District's management team has prioritized the following items:
 - The Kinston HUB EV charging station account has been established. The 5-year service and account activation contract is scheduled to be paid with the June 2023 payables. We're working with ChargePoint to get the station fully activated before payment to alleviate as much station downtime as possible. Following activation, customer charging rates will be implemented and the District will begin seeing an income flow from EV station users.
 - Three O&M fee letters designed for disbursement to Kinston MD property owners have been drafted and reviewed by PCGI Financial, Community, and Management teams, as well as District Legal representation. Following input, the letters were prepared for presentation to the Boards. Pinnacle's Management team has also begun the process of drafting an online portal instruction sheet for inclusion with letter #3 (requesting payment) to the property owners. Ease of payment and fee transparency are at the forefront of this project. To this end, PCGI has begun preparing 2023 O&M budget allocation graphics to be posted to the District's website for resident review.
 - Management is planning a comprehensive Metro District 101 training that provides an overview of the District and Board member roles and responsibilities. Typically, this training is scheduled for newly elected Directors.

Baseline Metropolitan District Nos. 1-9
 c/o Pinnacle Consulting Group, Inc.
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: (970) 617-2474
 Email: kinmdadmin@pcgi.com

Serving our clients and community through excellent dependable service.

- **Conference Calls/Coordination Meetings:** District Management attended the McWhinney Districts Conference Call on May 3, 2023 and June 7, 2023. On May 3rd, we discussed standardizing a process for event agreements, event fees and a first amendment policy. Since the Coordination meeting, Kinston, Baseline, and Centerra met for a Study Session on May 23rd and agreed on a streamlined process and a set fee which will be presented to each District's Board of Directors for review and approval.
- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD
36 Visits	166 Visits
32 Unique Visitors	140 Unique Visitors
81 Page Views	370 Page Views

- **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion
File Boundary Map	PCGI	01/01/23	Completed
Post Transparency Notice	PCGI	01/15/23	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/23	Completed
Renew SDA Membership	PCGI	03/01/23	Completed
File Audit Exemptions	PCGI	03/31/2023	Completed
Submit Audit to Governing Board	PCGI	06/30/2023	
File Audit	PCGI	07/30/2023	
File Annal Report	PCGI	10/01/2023	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/23	
Renew Property & Liability Insurance	PCGI	12/01/23	
Certify Mill Levies	PCGI	12/15/23	
Adopt Budget	PCGI	12/31/23	
Ensure Website Compliance	PCGI	12/31/23	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

- **Previous Month Updates:**
 - Splash Pad was activated and is being maintained daily; services provided by MRES.
 - "The Hub" landscaping and surrounding areas have been turned over for maintenance and management to KCA and their contracted landscape vendor, EDI, per the maintenance cost sharing agreement.
- **Current Month Updates:**
 - SWPPP to perform continued inspections and maintenance of various district storm structures and drainage areas.
 - District operations team to continue monitoring splash pad operations via MRES, as well as assist with various warranty maintenance on newly installed landscape areas.

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To: Kinston Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: District Capital Infrastructure Project Report
 Board Meeting Date: June 8, 2023

BIDDING

1. Kinston Millennium East 15th Phase 2 Public Infrastructure (CFS #12)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 15th Subdivision Phase 2.
 - A pre-bid meeting took place on April 28, 2023 with a bid opening on May 19, 2023. A bid summary will be presented at the June 8, 2023 board meeting.
2. Kinston Millennium East 13th Traffic Signals (CFS #6 and #9)
 - This project consists of traffic signals at the intersections of Kinston Parkway and Centerra Parkway and Centerra Parkway and Elk River Drive to support the residential lots that make up Millennium East 13th and Millennium East 17th Subdivision.
 - A bid summary was presented at the November 10, 2022 board meeting and the board tabled the award of a construction contract.

CONTRACTING

3. Kinston Millennium East 13th Public Infrastructure (CFS #6)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 13th Subdivision.
 - A construction contract with Northern Colorado Constructors was conditionally approved at the October 13, 2022 board meeting.
4. Kinston Millennium East 13th Regional Pond Grading (CFS #6)
 - This project consists of the regional pond grading and storm sewer improvements to support the future residential phases in Kinston.
 - A construction contract with Gerrard Excavating was conditionally approved at the October 13, 2022 board meeting.

CONSTRUCTION

5. Kinston Millennium East 16th Public Infrastructure (CFS #7)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 16th Subdivision.
 - Coyote Ridge Construction has completed the installation of all utilities and is prepping the roadway for curb & gutter installation. Completion of the project is anticipated in late July of 2023.
6. Kinston Millennium East 15th Public Infrastructure (CFS #3)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 15th Subdivision.

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Denver
 6950 E. Belleview Ave, Suite 200
 Greenwood Village, CO 80111
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- Coyote Ridge Construction has completed the utility and concrete flatwork installations and is working on prepping the roadways for asphalt paving. Completion of the project is anticipated in late June of 2023.
7. Kinston Millennium East 14th Subdivision Public Infrastructure (CFS #5)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 14th Subdivision.
 - Coyote Ridge Construction is working on the pedestrian underpass/box culvert under Elk River Drive and has installed the bottom lift of asphalt on Elk River Drive up to the pedestrian underpass. Completion of the project is anticipated in July of 2023.
 8. Kinston Residential Phase 1 Landscaping (CFS #2)
 - This project consists of public landscaping improvements to support the residential lots that make up Phase 1 (ME 10th) and the infill lots located within Phase 1B (ME 11th PH1) and the landscaping improvements along Centerra Parkway.
 - Bath Landscaping is making progress on the landscaping and irrigation along Kinston Parkway and Centerra Parkway. Completion is anticipated in late summer of 2023.
 9. Kinston Residential Phase 1 Public Fencing (CFS #2)
 - This project consists of public fencing to support the residential lots that make up Phase 1 (ME10th).
 - Custom Fence and Supply has started construction of the fencing and anticipates completion in the summer of 2023.

WARRANTY

10. Kinston Welcome Center Public Park (CFS #4)
 - This project includes the public infrastructure and landscaping improvements surrounding the Welcome Center building pad site.
 - A final acceptance walk with Bath took place on May 24, 2023 and a punch list has been created. Bath is working on correction of the punch list items.
11. Kinston Residential Phase 1 (ME 10th) and Phase 1B (ME 11th PH1) Public Infrastructure (CFS #2)
 - City streets/storm warranty period expires on January 7, 2024. Final acceptance will be requested in November 2023.
 - City water/sewer warranty period expires on March 2, 2024. Final acceptance will be requested in February of 2023.
12. Kinston Residential Phase 1B (ME 11th PH1) Public Infrastructure (CFS #2)
 - The punch list for the water and power department has been completed and the District is awaiting the final acceptance letter from the City.
 - City streets/storm warranty expires on July 11, 2024. Final acceptance will be requested in June of 2024.

 **PINNACLE**
CONSULTING GROUP, INC.
Kinston ME 15th



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 **PINNACLE**
CONSULTING GROUP, INC.
Kinston ME 14th



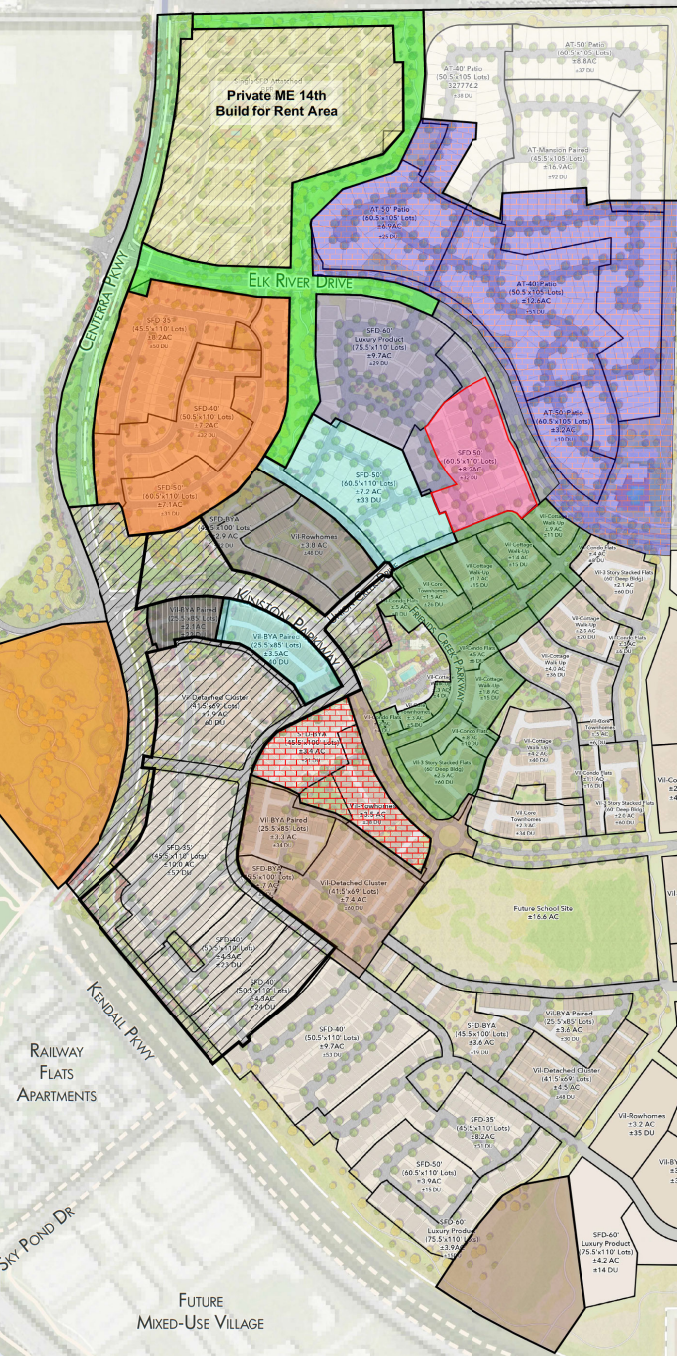
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LIGHT INDUSTRIAL

Kinston Phasing

- ME 10th
- ME 11th
- ME 13th
- ME 14th
- ME 15th
- ME 16th Ph 1
- ME 17th Ph 1
- ME 18th
- ME 19th Ph 1
- ME 15th Ph 2
- ME 16th Ph 2
- ME 19th Ph 2
- ME 17th Ph 2



Product Segments	Total Proforma DU	Totals West of Magellan Line			Remainder per Proforma		Proposed East of Magellan Line			Total DU	
		Planned Acres	Planned DU	West Density (DU/Acre)	Acres Remaining (per West DU/Acre)	Planned DU Remaining	Planned Acres	Planned DU	East Density (DU/Acre)	Total DU Proposed	Difference from Proforma
Village											
Village - 3 Story Stacked Row	370	4.5	180	37.2	3.1	90	3.1	90	37.3	270	-
Village - Condominium Units/Town	188	3.8	58	15.3	8.5	130	8.1	160	16.0	188	-
Village - Core Area Townhomes	100	4.9	71	14.4	21	21	1.7	73	15.5	76	-3
Village - Rowhomes	156	7.3	86	13.8	5.2	71	6.2	71	13.7	157	-1
Village - Detached Cluster/Tier Pack	295	18.9	168	6.4	13.9	111	14.5	117	8.1	295	-
Village - Cottage Walkup	270	14.8	156	9.2	12.4	114	11.6	117	10.1	273	-3
Village - Alley Paved/Duplex	190	12.5	126	10.1	6.3	61	6.1	67	11.0	193	-3
Total	1,429	73.8	645	21.8	52.3	427	52.5	425	11.9	1,468	39
Multi											
MFD - Backyard Alley	130	10.6	45	6.1	10.4	41	10.3	45	6.3	130	-
SFD - 20 Walk Product	229	24.4	150	6.0	11.9	71	13.8	82	5.9	240	-11
SFD - 30 Walk Product	131	25.3	131	13.2	13.1	131	13.2	131	13.2	131	-
SFD - 50 Walk Product	130	24.4	111	4.2	2.1	1	2.4	9	3.8	110	-20
SFD - 60 Walk Product	43	15.3	43	2.8	6.1	6	6.1	6	6.1	43	-
SFD - 60 Walk Luxury Product	10	15.3	10	4.9	11.4	10	11.4	10	11.4	10	-
Total	674	104.7	510	4.9	31.4	167	35.9	188	5.2	670	-4
Res Tracked											
AT - Mission Paved/Duplex/Cottage	192	14.9	80	3.4	14.4	100	14.5	100	3.4	192	-
AT - 50 Patio	150	14.9	72	3.8	20.5	71	20.1	78	3.9	150	-
AT - 50 Patio	150	14.9	72	3.8	20.5	71	20.1	78	3.9	150	-
Total	342	30.8	224	4.5	34.9	241	34.7	248	4.5	341	-1
Subtotal 'For-Sale' Segments	2,674	232.3	1,608	6.9	147.4	1,465	151.1	1,493	7.2	2,699	25
Site for Rent											
Single Family Attached BR	240	25.5	240	9.4	-	-	-	-	-	240	-
TOTAL ALL UNITS	2,914	257.8	1,848	7.2	147.4	1,465	151.1	1,493	7.2	2,939	25
Total Residential Developable Acres per Framework Plan (8/27/21)	134.9										
Difference (Remaining Developable Residential Acres)	77.3										
Difference between remaining developable acres per Framework Plan and calculated acres per West DU/Acre	70.9										

THE PROMENADE SHOPS AT CENTERRA

CHAPUNGU SCULPTURE PARK

RAILWAY FLATS APARTMENTS

FUTURE MIXED-USE VILLAGE

ELK RIVER DRIVE

N COUNTY ROAD-3

Potential Future Oil and Gas Operations Site

ENCORE DEVELOPMENT (SHOWN FOR REFERENCE ONLY)

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

NOT TO SCALE

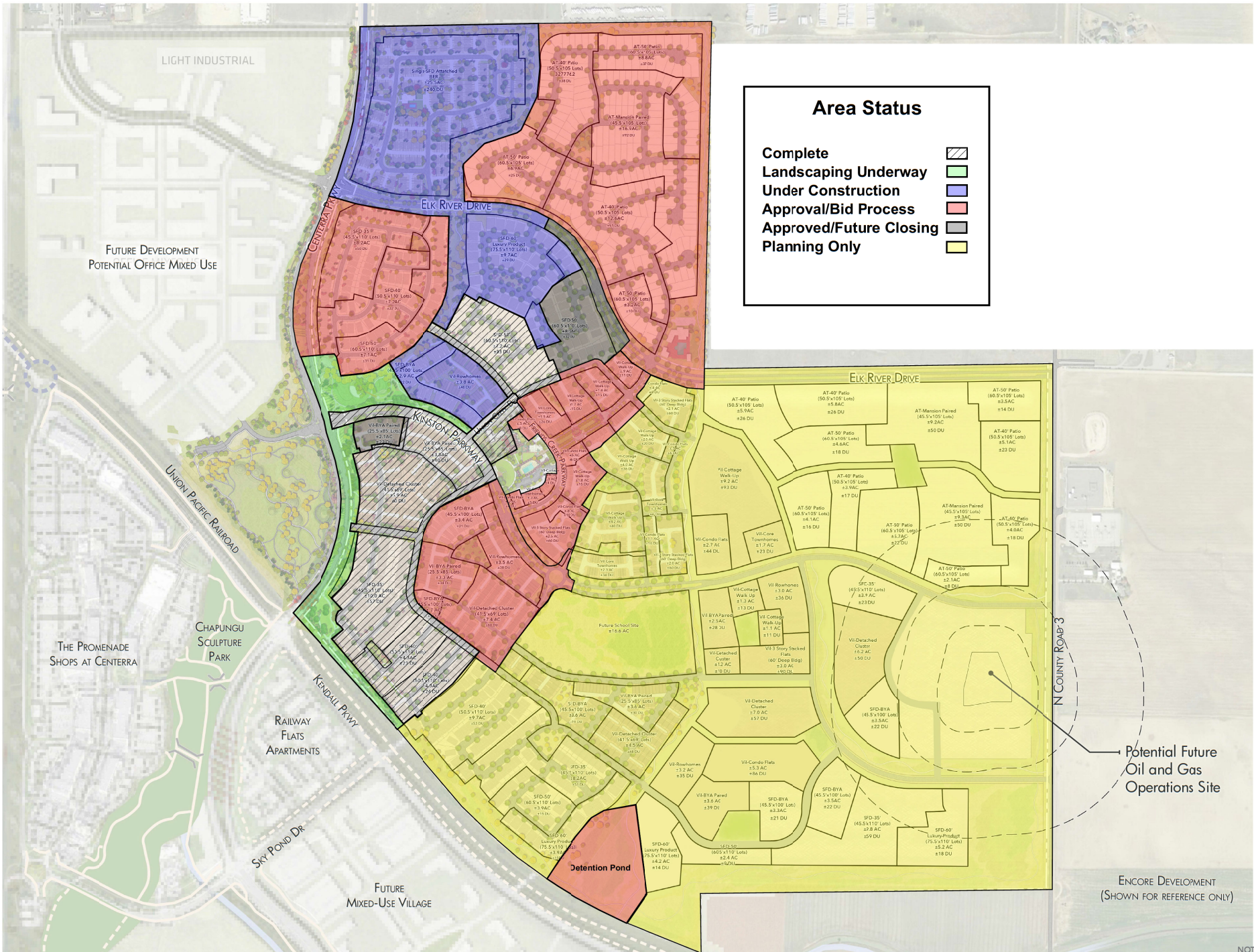


Kinston at Centerra McWhinney

Kinston Product and Density Exhibit

Note: This information and/or illustration although deemed to be reliable, is conceptual in nature and McWhinney and/or its affiliates make no warranties to its accuracy. The information shown here is subject to change at anytime.

March 14, 2022



Area Status

Complete	
Landscaping Underway	
Under Construction	
Approval/Bid Process	
Approved/Future Closing	
Planning Only	

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

NOT TO SCALE



Kinston at Centerra McWhinney

Kinston Product and Density Exhibit

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March 14, 2022

KINSTON METRO DISTRICT O&M FEE MANAGEMENT TEAM



Brendan Campbell
Director of Finance & Accounting



Irene Buenavista
Senior Accounting Manager



Summer Skov
AP/AR Manager



Sarah Bromley
District Manager



Bryan Newby
Asst. District Manager



Christy McCutchin
Community Manager

ROLES & RESPONSIBILITIES

- Initial District Fee Assessment & Recommendation

- Fee Analysis
- Periodic Fee Reports

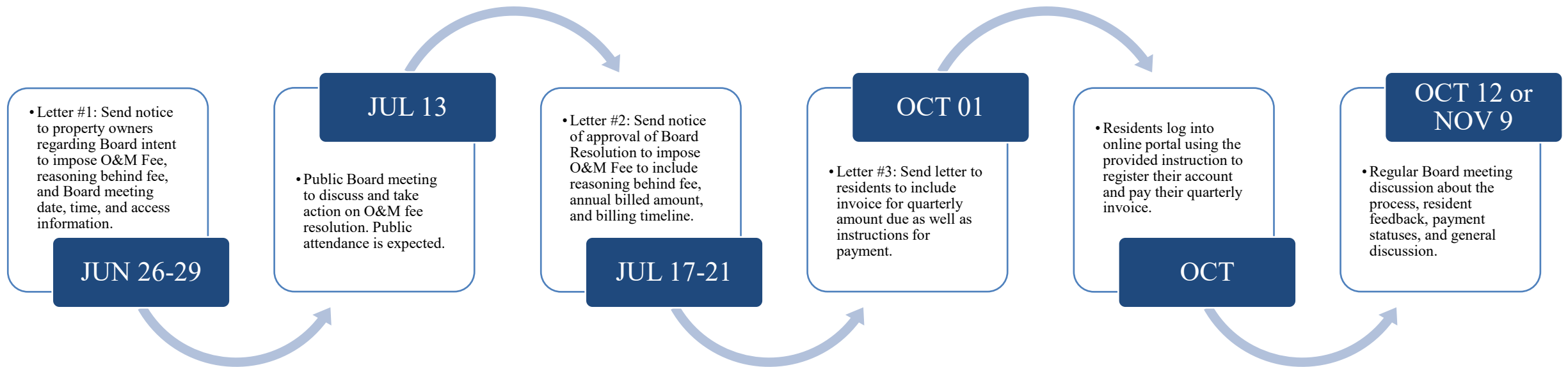
- Database Management
- Billing and Collection
- Online Portal Support

- Process Oversight
- Board Communications

- Process Support

- Resident Engagement

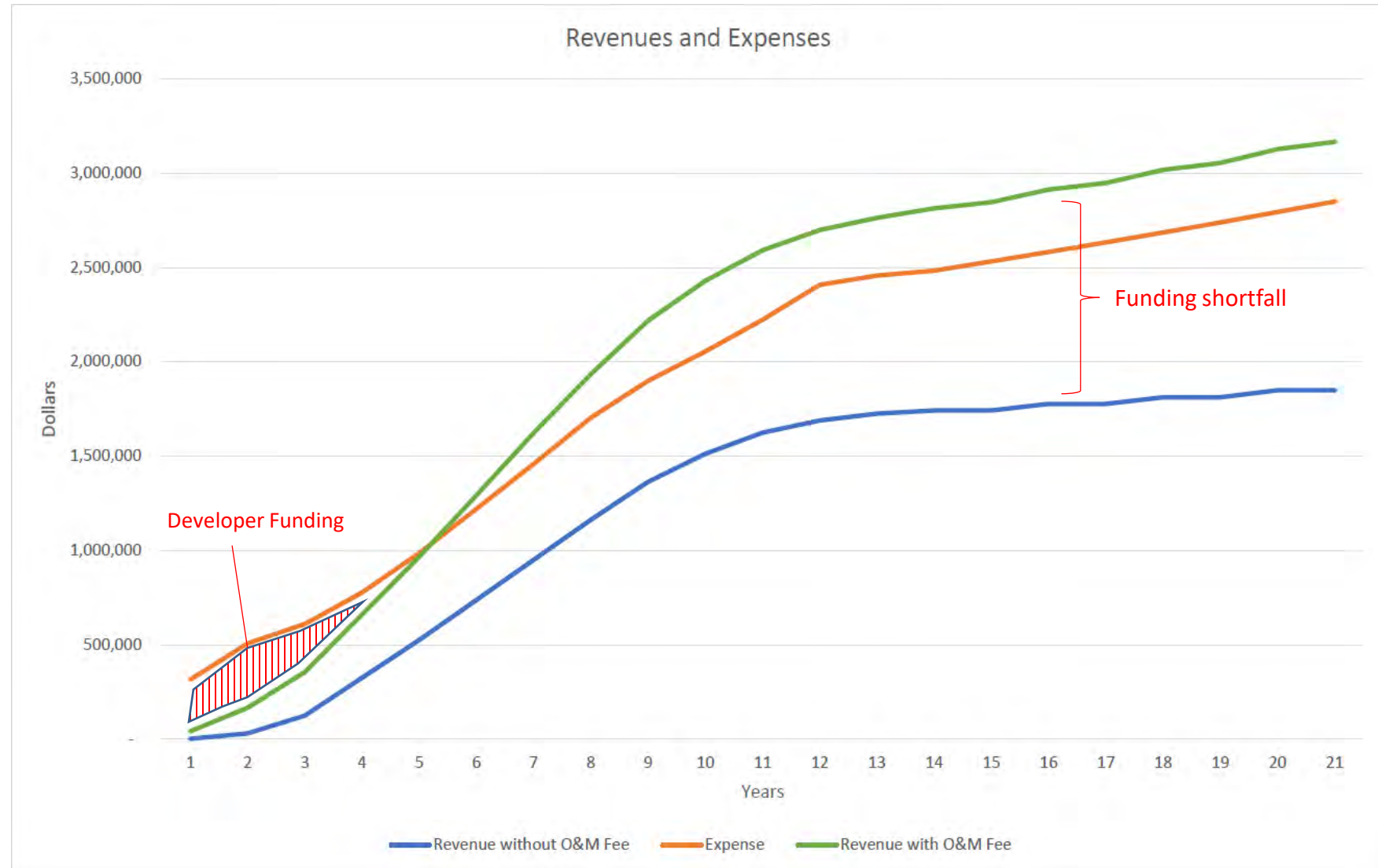
2023 PROPOSED COMMUNICATIONS TIMELINE



Why does the District need to impose a fee?

Findings

- Financial forecast indicates that the Kinston Metropolitan Districts will need to implement an Operations and Maintenance Fee to partially fund the ongoing operations and maintenance of District Facilities.



What would an O&M Fee pay for at Kinston?

Operations and Maintenance of Public Improvements

- Landscaping
- Irrigation
- Sidewalks
- Regional Trail System
- Parks
- Playgrounds
- Splash pad
- Benches
- Picnic Tables
- Detention Ponds
- Stormwater Structures
- Monumentation
- Community Fencing
- Other public improvements

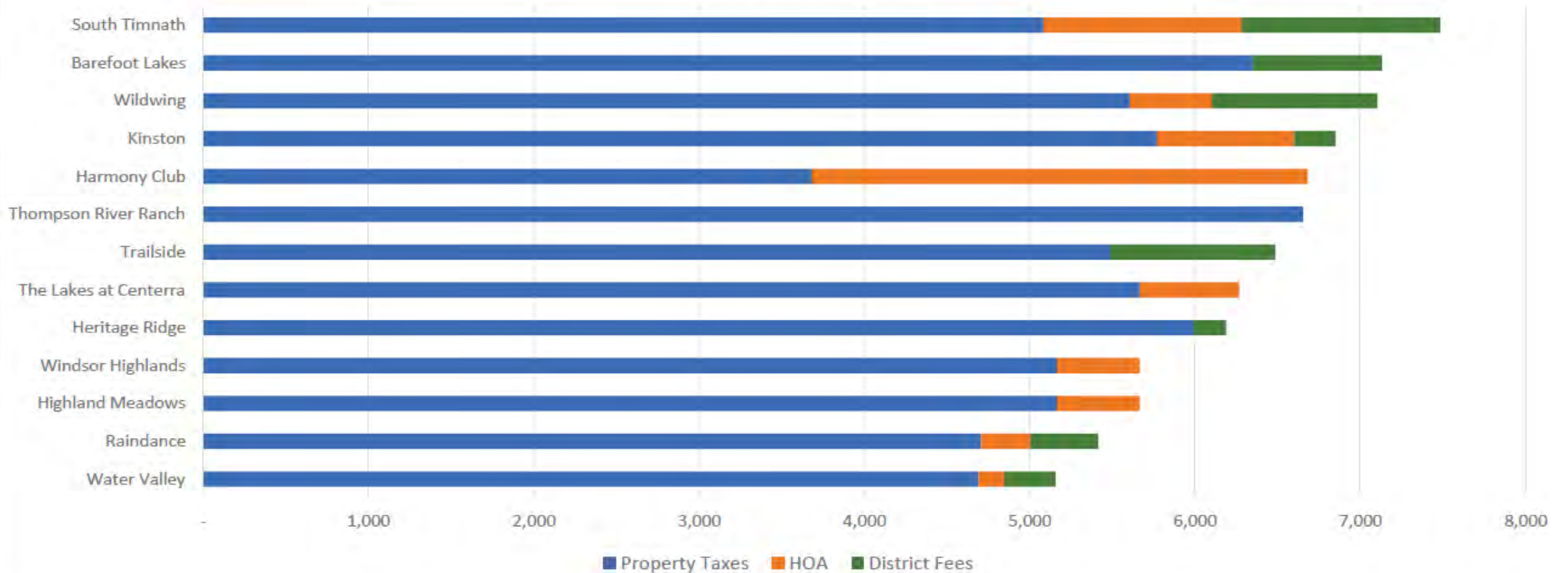
What is the proposed O&M Fee?

Recommendation

- Implementation of an O&M fee in the amount of \$250.00 annually.
- Increase O&M fee annually by 3% on January 1 of each year beginning in 2025.
- Invoice residents quarterly on the first day of January, April, July, and October.
- Implement O&M fee as of October 1, 2023 with the billed fee being 25% of the annual assessment (\$62.50).
- Start assessment of fee upon issuance of Certificate of Occupancy.

How does Kinston compare to other communities?

Annual Cost by Community
(Based on a \$500,000 home)



Questions?



KINSTON Nos. 1-10

METROPOLITAN DISTRICT



Kinston Metropolitan District Nos. 1-10
 c/o Pinnacle Consulting Group
 550 W. Eisenhower Blvd
 Loveland, CO 80537
 (970) 617-2474

June 26, 2023

Re: Kinston Metropolitan District Nos. 1-10 Public Meeting
 Consideration of Operations and Maintenance Fee

Dear Property Owner,

On July 13, 2023, the Boards of Directors for Kinston Metropolitan District Nos. 1-10 will be holding a regularly scheduled public meeting via Microsoft Teams. Among topics to be discussed is the consideration of the imposition of an annual Operations and Maintenance Fee on lots within Kinston Metropolitan District Nos. 1, 2, 3, 4, 5 and 10 (the “Districts”), beginning in 2023. The Districts are authorized to impose mill levies and fees pursuant to the Districts’ Service Plan and the Colorado Special District Act to pay for public infrastructure and services. Currently, a majority of the tax revenues paid by homeowners is used to pay the Districts’ debt, which was issued to fund the construction of public improvements. A long-term financial forecast of projected operating revenues and expenditures for the Districts has necessitated the consideration of the imposition of an Operations and Maintenance Fee by the Districts’ Boards of Directors.

Effective January 1, 2023, Kinston Metropolitan District No. 1 (the “District”) and the Kinston Community Association entered into a Maintenance Cost Sharing Agreement that defined an operational and maintenance structure that provides for the District to fund routine maintenance of District-owned public improvements including, without limitation, landscaping, irrigation, sidewalks, the regional trail system, parks, playgrounds, benches and picnic tables, detention ponds and storm structures, monumentation, community fencing, and the splash pad. Assuming these additional maintenance costs (previously funded by the Association General Assessment), drove the need for consideration by the Boards of District Nos. 1, 2, 3, 4, 5 and 10 of the imposition of an Operations and Maintenance Fee on lots within these Districts. Note that starting in January 2023, the Kinston Community Association General Assessment Fee was reduced from the prior year, serving as a partial offset to the proposed District Operation and Maintenance Fee.

The Kinston Metropolitan District Nos. 1-10 Boards of Director meeting on July 13, 2023, is open to the public and can be accessed through the information provided below. If you have questions about the Districts, or if you would like to attend any future meetings of the Districts’ Boards of Directors, please visit www.kinstonmd.live or contact Pinnacle Consulting Group, Inc. at (970) 617-2474. You can also reach us via email at info@kinstonmd.live.

Thank you,

The Kinston Metropolitan District Nos. 1-10 Boards of Directors

BOARD MEETING INFORMATION

Date: July 13, 2023 (Thursday)

Time: 1:00 P.M.

Place: Videoconference via Microsoft Teams

<https://tinyurl.com/mr2d98mm> (This link can be copied into your web browser)

Call In: +1 720-721-3140; **Conference ID:** 230 336 235#

Kinston Metropolitan District Nos. 1-10
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: 970-617-2474/FAX: 970-669-3612
 Email: info@kinstonmd.live

KINSTON Nos. 1-10

METROPOLITAN DISTRICT



Kinston Metropolitan District Nos. 1-10
 c/o Pinnacle Consulting Group
 550 W. Eisenhower Blvd
 Loveland, CO 80537
 (970) 617-2474

July 17, 2023

Re: Imposition of Operations and Maintenance Fee

Dear Property Owner,

On July 13, 2023, the Boards of Directors for Kinston Metropolitan District Nos. 1, 2, 3, 4, 5 and 10 (the “Districts”) approved the imposition of an annual Operations and Maintenance Fee of \$250.00 per Lot within the Districts. Starting October 1, 2023, Kinston Metropolitan District No. 1 (the “District”) will send quarterly invoices of \$62.50 to each property owner. Invoices will be sent in the months of January, April, July and October each year. The Districts may impose and adjust (increase or decrease) the amount of the Operations and Maintenance Fee for any year after fiscal year 2023. As a property owner in the Districts, your first Operations and Maintenance Fee invoice will be received via mail with instructions for online fee payment.

As indicated in our previous letter, the Districts are authorized to impose mill levies and fees pursuant to the Districts’ Service Plan and the Colorado Special District Act to pay for public infrastructure and services. Currently, a majority of the tax revenues paid by homeowners is used to pay the Districts’ debt, which was issued to fund the construction of public improvements. A long-term financial forecast of projected operating revenues and expenditures for the Districts has necessitated the imposition of an Operations and Maintenance Fee by the Districts’ Boards of Directors.

Effective January 1, 2023, Kinston Metropolitan District No. 1 (the “District”) and the Kinston Community Association entered into a Maintenance Cost Sharing Agreement that defined an operational and maintenance structure that provides for the District to fund routine maintenance of District-owned public improvements including, without limitation, landscaping, irrigation, sidewalks, the regional trail system, parks, playgrounds, benches and picnic tables, detention ponds and storm structures, monumentation, community fencing, and the splash pad. Assuming these additional maintenance costs (previously funded by the Association General Assessment), drove the need for consideration by the Boards of District Nos. 1, 2, 3, 4, 5 and 10 of the imposition of an Operations and Maintenance Fee on lots within these Districts. Note that starting in January 2023, the Kinston Community Association General Assessment Fee was reduced from the prior year, serving as a partial offset to the proposed District Operation and Maintenance Fee.

If you have questions about your Operations and Maintenance Fee, or if you would like to review the adopted resolution associated with this Fee, please visit our website at www.kinstonmd.live or contact Pinnacle Consulting Group, Inc. at (970) 617-2474. You can also reach us via email at info@kinstonmd.live.

Thank you,

The Kinston Metropolitan District Nos. 1-10 Boards of Directors

Kinston Metropolitan District Nos. 1-10
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: 970-617-2474/FAX: 970-669-3612
 Email: info@kinstonmd.live

KINSTON Nos. 1-10

METROPOLITAN DISTRICT



Kinston Metropolitan District Nos. 1-10
c/o Pinnacle Consulting Group
550 W. Eisenhower Blvd
Loveland, CO 80537
(970) 617-2474
October 01, 2023

Re: Payment of Operations and Maintenance Fee

Dear Property Owner,

On July 13, 2023, the Boards of Directors for Kinston Metropolitan District Nos. 1, 2, 3, 4, 5 and 10 (the “Districts”) approved the implementation of an annual Operations and Maintenance Fee of \$250.00 per lot within the Districts, to be billed quarterly in the months of January, April, July, and October of each year. Enclosed is the quarterly Operations & Maintenance Fee invoice for \$62.50. Please note that interest and late fees will be imposed on any outstanding balance not paid by the specified due date.

This statement does not include your Homeowners Association (HOA) assessment. Your HOA assessment is billed separately.

For online payments, please ensure payment is applied to your Kinston Metropolitan District Nos. 1-10 account and not your HOA account. For online payments, please visit the Districts’ website at www.kinstonmd.live. For first time users, click “Register,” then follow the onscreen instructions.

If you have questions about your Operations and Maintenance Fee, or if you would like to review the adopted resolution associated with this Fee, please visit our website at www.kinstonmd.live or contact Pinnacle Consulting Group, Inc. at (970) 617-2474. You can also reach us via email at info@kinstonmd.live.

Thank you,

Kinston Metropolitan District Nos. 1-10 Board of Directors

Kinston Metropolitan District Nos. 1-10
c/o Pinnacle Consulting Group, Inc.
550 W. Eisenhower Blvd., Loveland, CO 80537
Phone: 970-617-2474/FAX: 970-669-3612
Email: info@kinstonmd.live

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

This ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2023, by and between KINSTON COMMUNITY ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”) and KINSTON METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, the District was formed, inter alia, for the purpose of acquiring, constructing operating and maintaining public improvements, as more fully provided in the Consolidated Service Plan for Kinston Metropolitan District Nos. 1-10 (the “**Service Plan**”); and

WHEREAS, pursuant to the Service Plan and the Amended and Restated Intergovernmental Agreement Concerning District Operations by and among the Kinston Metropolitan District Nos. 1-10, dated November 19, 2020, the District is the “Service District” and is responsible for managing the design, acquisition, installation, construction, financing, operation and/or maintenance of the public improvements needed for the development of the property within the boundaries of the District and Kinston Metropolitan District Nos. 2-9, on behalf of all of such districts; and

WHEREAS, in accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property necessary to its functions or operations; and

WHEREAS, the Association is the community association named and referred to in the Declaration of Covenants, Conditions and Restrictions for Kinston, recorded in the real property records of the Clerk and Recorder of Larimer County, Colorado on June 18, 2020, at Reception Number 20200043890 (the “**Declaration**”); and

WHEREAS, the Association owns that property described on the attached **Exhibit A**, attached hereto and incorporated herein (the “**Easement Property**”), which is part of the Common Elements (as defined in the Declaration) of the Association; and

WHEREAS, Article III, Section 3.2(a)(i) of the Declaration authorizes the Association to grant easements over the Common Elements and all other property owned by the Association; and

WHEREAS, §38-33.3-302(1)(i), C.R.S. authorizes the Board of Directors of the Association to grant easements, leases, licenses, and concessions through or over the Common Elements of the Association; and

WHEREAS, the District desires to install, operate and maintain landscaping and irrigation improvements on the Easement Property; and

WHEREAS, the Association desires to grant the District a non-exclusive, perpetual easement for the purpose of accessing the Easement Property to install, operate and maintain landscaping and irrigation system improvements thereon; and

NOW THEREFORE, in consideration of the foregoing recitals and the promises and agreements of the parties herein set forth, the parties agree as follows:

AGREEMENT

1. Grant of Easement. The Association hereby grants, sells, bargains and conveys to the District, its successors and assigns, for its and their benefit, and for the benefit of its and their agents, employees, invitees, contractors, and licensees, a permanent, perpetual, non-exclusive easement (the “**Easement**”) on, over, above, under, across, and through the Easement Property as reasonably necessary for the purpose of installing maintaining, repairing, operating, and/or replacing landscaping and irrigation system improvements thereon (the “**District Improvements**”). It is hereby acknowledged that the Easement constitutes a servitude upon the Easement Property and runs with the Easement Property.

2. Maintenance and Operation. The District shall be responsible for the installation of the District Improvements, and after such installation, shall be responsible for the maintenance, repair, operation and replacement the District Improvements in good and working order, condition and repair.

3. Insurance. The District shall, at the District’s sole cost and expense, insure the District Improvements at full replacement value. In addition, the District shall, from and after the date hereof, at the District’s sole cost and expense, maintain insurance covering the risks that are reasonable and customary in the District’s business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall insure the District against claims, demands, or actions for loss, damage or injury arising out of its use of the Easement Property, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

4. Mutual Indemnification. Subject to Section 16 below, the District, the Association and their successors and assigns, to the extent permitted by law, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys’ fees) (collectively, “**Costs**”) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency), with respect to the Easement Property, and the District shall further indemnify, defend, and hold harmless the Association from and against Costs resulting

from the District's maintenance of the District Improvements or the District's violation of this Agreement. The provisions of this Section 4 shall survive the expiration or the termination of the Agreement.

5. Reservation of Rights. The Association reserves the right to use, and to grant to others the right to use, the Easement Property for any and all purposes not inconsistent with the use of the Easement by the District, pursuant to the terms of this Agreement.

6. Restoration. The District will promptly repair any damage to the Easement Property caused in whole by the District and/or the District's contractors, subcontractors, or agents, and the District will restore the Easement Property to the same or better condition as existed prior to such damage by the District or the District's contractors, subcontractors, or agents.

7. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of all financial obligations of the District under this Agreement are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement constitutes a pledge of the District's credit or faith, directly or indirectly, to the Association. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of District funds.

8. Inurement. This Agreement shall run with the land constituting the Easement Property and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective legal representatives, heirs, successors and assigns. Notwithstanding anything to the contrary in this Agreement, the District shall not assign, transfer, convey, or encumber its rights under this Agreement or sublet the Easement Property without the prior written consent of the Association.

9. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

10. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between the Association and the District.

11. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement.

12. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Property.

13. Attorneys' Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section 13 shall survive the expiration or the termination of the Agreement.

14. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

15. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the parties with respect to all or any part of the subject matter hereof.

16. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the District, its respective officials, employees, contractors or agents, and in particular, the District's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

17. Modification; Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by the Association and the District or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective only if signed by the party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

18. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

19. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

20. Recording. This Agreement shall be recorded in the real property records of Larimer County, Colorado.

21. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto. This Agreement shall be given a reasonable construction so that the intention of the parties can be carried out. The parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the parties and shall not be construed against any party as the drafter hereof.

22. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, included the rules of evidence applicable to court proceedings.

[Signature page follows]

KINSTON METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by _____, as _____ of Kinston Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page 2 of 2 to Access and Maintenance Easement Agreement]

EXHIBIT A**Easement Property**

Outlot E

Millennium East Tenth Subdivision

City of Loveland

County of Larimer

State of Colorado

As shown on the plat thereof recorded in the real property records of the Clerk and Recorder of Larimer County, Colorado on February 28, 2021, at Reception Number 20210017402

LOT DEVELOPMENT AGREEMENT
(Richmond Alley Lots)
Kinston – Phase 2

THIS LOT DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this 2 day of May, 2023, (the “Effective Date”), by and between CENTERRA EAST DEVELOPMENT, INC., a Delaware corporation (“Developer”), RICHMOND AMERICAN HOMES OF COLORADO, INC., a Delaware corporation (“Builder”), and KINSTON METROPOLITAN DISTRICT NO. 1 (“Metropolitan District”). Developer, Builder and the Metropolitan District are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Developer is the developer of a mixed use project commonly known as “Centerra”, located in the City of Loveland (the “City”), County of Larimer (the “County”), State of Colorado. Developer intends to develop a portion of Centerra as a master planned residential community known as “Kinston”, and which may also be referred to herein as the “Project”.

B. Developer, as seller, and Builder, as purchaser, have entered into that certain Contract for Purchase and Sale of Real Estate dated effective as of October 14, 2020 (as amended, the “Purchase Agreement”), with respect to the purchase and sale of 22 platted but unfinished alley-load duplex lots as more particularly described on Exhibit A-1 attached hereto (the “Builder Lots”) within the Project.

C. Pursuant to the Purchase Agreement, Developer and Builder agreed to enter into this Agreement, pursuant to which the Developer and the Metropolitan District will construct certain infrastructure improvements serving the Project (the “Project Improvements”). The portion of the Project Improvements listed in Exhibit A-2 designated as (i) “public infrastructure improvements” are referred to herein as the “Kinston Public Improvements”, and (ii) “private infrastructure improvements” are referred to herein as the “Kinston Private Improvements”. The Kinston Public Improvements and the Kinston Private Improvements are hereinafter sometimes referred to as the “Kinston Improvements”. All other Project Improvements (other than the Kinston Improvements) have been or are being constructed pursuant to one or more lot development agreements, or similar agreements, by and among Developer, Builder, Metropolitan District and certain other homebuilders (including Builder) who have acquired (or who will acquire) lots from Developer within the Project. The Civil Construction Plans/Millennium East Fifteenth Subdivision/Kinston Subdivision Phase No. 2 are hereinafter referred to as the “Kinston Plans”.

D. As required by the terms of the Purchase Agreement, Builder has agreed to pay part of the purchase price for the Builder Lots in certified United States funds, by wire transfer or other immediately available U.S. federal funds (“Good Funds”) at the closing thereunder (“Closing”), with a portion of the purchase price set forth on Builder’s counterpart signature page attached hereto (a “Builder’s Share”) to be paid by Builder in deferred installments as the Kinston Improvements are completed, which obligation shall be secured by a Builder Letter of Credit (as hereafter defined), all as more fully set forth in Section 6 below.

E. The Parties now desire to enter into this Agreement in order to set forth the terms and conditions under which the Kinston Improvements will be constructed by Developer and/or the Metropolitan District and provide for the payment of the cost of installation of the Kinston Improvements, together with such other matters as are set forth hereinafter.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Builder agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.

2. Construction Activities by Constructing Parties. The Parties acknowledge and agree that Developer and the Metropolitan District shall construct, or cause to be constructed, the Kinston Improvements in the manner set forth hereinafter. For purposes of this Agreement, references to the “Constructing Party(ies)” shall mean and refer to Developer with respect to the Kinston Private Improvements, and the Metropolitan District with respect to the Kinston Public Improvements. The Metropolitan District has informed the other Parties that, as of the Effective Date, the Metropolitan District has appropriated sufficient funds to satisfy its financial obligations under this Agreement and it has and will continue to comply with all terms and conditions of applicable law as required to perform in accordance with the terms of this Agreement.

3. Responsibilities of Constructing Parties.

3.1 Generally. Constructing Parties shall coordinate, administer and oversee (a) the preparation and filing of all applications, filings, submittals, plans and specifications, budgets, timetables and other documents pertaining to construction and installation of the Kinston Improvements, (b) the construction and installation of the Kinston Improvements, and (c) the initial and final construction acceptance of the Kinston Improvements by all applicable Approving Authorities (as hereinafter defined). Constructing Parties will engage or cause to be engaged contractors and subcontractors who will be responsible for the construction of the Kinston Improvements, and suppliers who will be responsible for supplying materials and equipment in connection with the construction of the Kinston Improvements (collectively, “Service Provider(s)”), pursuant to the Contracts (as hereinafter defined).

3.2 Comply with Legal Requirements. Constructing Parties shall comply with all terms and conditions of applicable law in performing their obligations under this Agreement. Constructing Parties shall promptly provide to Builder copies of all notices filed by Constructing Parties with the City of Loveland (the “City”) and all other applicable governmental or quasi-governmental entities or agencies (collectively, the “Approving Authorities”) and utility providers, related to the Kinston Improvements and shall, within three business days of receipt thereof, provide notice to Builder (together with copies of all notices received by Constructing Parties) of any notice received by Constructing Parties alleging any failure to comply with any applicable laws, ordinances, rules, regulations, or lawful orders of the Approving Authorities and utility providers bearing on the construction of the Kinston Improvements.

3.3 Bonds and Assurances. Constructing Parties shall provide to all applicable Approving Authorities any bonds, assurance agreements, or other financial assurances required with respect to construction of the Kinston Improvements. Upon Final Completion (as defined in Section 4.5) of the Kinston Improvements, Constructing Parties shall provide, or cause to be provided, to all Approving Authorities all warranties, bonds and other financial assurances required to obtain permits for and the final acceptance and approval of the Kinston Improvements, including, without limitation, all assurances necessary for the Approving Authorities to issue to Builder, upon proper application and payment of fees therefor by Builder, a building permit for the construction of homes on the Builder Lots, and after due and proper completion thereof in accordance with all applicable laws, rules regulations, codes and ordinances, a certificate of occupancy therefor. Builder shall take all commercially reasonable actions and execute all documents reasonably requested by Constructing Parties (at no out-of-pocket cost or liability to Builder) to allow Constructing Parties to obtain releases of all such warranties, bonds, and other financial assurances upon final acceptance of the Kinston Improvements by the Approving Authorities.

3.4 Taxes, Fees and Permits. Constructing Parties or the Service Providers shall pay all applicable sales, use, and other similar taxes pertaining to the Kinston Improvements, and shall secure and pay for all approvals, easements, assessments, charges, permits and governmental fees, licenses and inspections necessary for proper completion of the Kinston Improvements, subject to the terms of the Purchase Agreement. In any event, Constructing Parties and the Service Providers shall not defer the payment of any use taxes, permits or fees pertaining to the Kinston Improvements.

3.5 Dedications. Constructing Parties shall timely make all conveyances and dedications of the Kinston Improvements if and as required by the Approving Authorities, free and clear of all liens and encumbrances by the Service Providers.

3.6 Indemnity. From and after the Effective Date of this Agreement, Developer shall indemnify, defend and hold harmless Builder and its shareholders, directors, officers, managers, members, partners, employees, affiliates, successors and assigns for, from and against all claims, demands, liabilities, losses, damages (exclusive of special, consequential or punitive damages), costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees, arising out of Constructing Parties' gross negligence or willful misconduct on or pertaining to the Builder Lots. Developer's obligations under this Section shall survive the termination or expiration of this Agreement.

3.7 Insurance. Constructing Parties shall procure and maintain the insurance described in Exhibit B attached hereto.

4. Construction of Kinston Improvements.

4.1 Kinston Plans and Specifications. The Kinston Plans have previously been approved by the applicable Approving Authorities and applicable utility providers, to the extent approved by utility providers. If Constructing Parties elect to amend the Kinston Plans in a manner that will result in a Material Change (defined below), then Constructing Parties shall provide written notice of the Material Change (a "Notice of Material Change") to Builder. The Notice of Material Change shall describe the modification to the Kinston Plans requested by the applicable Constructing Party. Builder shall have five business days after receipt of the Notice of Material Change to provide

written notice to the applicable Constructing Party if it objects to the proposed Material Change (a “Notice of Material Change Objection”), which shall describe revisions to the Material Change that would render it acceptable to Builder. If Builder fails to give a timely Notice of Material Change Objection to the applicable Constructing Party, the Material Change shall be deemed approved by Builder. If the Constructing Party performs any Material Change without first providing Builder with a Notice of Material Change, or after receiving a Notice of Material Change Objection, which objection has not been resolved in accordance with the following provisions, then the Constructing Party shall assume responsibility for the cost of correcting any such change, as well as the time impacts for making such correction. Within five business days after delivery to the applicable Constructing Party of a Notice of Material Change Objection, said Constructing Party and Builder shall meet to approve or reject the Material Change. If the Constructing Party and Builder cannot reach an acceptable resolution regarding the Notice of Material Change Objection, the dispute shall be resolved pursuant to the arbitration provision set forth in Section 7.6 below. For purposes of this Section 4.1, a “Material Change” shall consist of the following changes to the Kinston Plans:

4.1.1 Reduction of the total number of Builder Lots available for the construction of residences.

4.1.2 Reduction of the minimum unrestricted building envelope size as set forth in the Purchase Agreement.

4.1.3 Material adverse impact on the ability to serve basements with gravity flow sanitary sewer service (and underdrains, if any identified on the Kinston Plans), on the Builder Lots.

4.1.4 Changes greater than 0.2’ to the top of the foundation elevation for any of the Builder Lots or modification greater than 0.2’ to common or shared top of foundation elevations identified for attached product.

4.1.5 Changes to the grading plans and/or drainage pattern on any of the Builder Lots that would result in Builder being required to construct a retaining wall not related to a walk-out basement.

4.1.6 Changes that materially increase the cost to construct residences on the Builder Lots.

4.2 Construction Standard. Constructing Parties shall cause the Kinston Improvements to be constructed in accordance with the Construction Standard and shall obtain preliminary and final acceptance thereof by all Approving Authorities and applicable utility providers, to the extent provided by utility providers. As used herein, the term “Construction Standard” means (i) construction and installation in a good, workmanlike manner, and (ii) in substantial conformity with the Kinston Plans (as may be modified pursuant to the terms hereof), the applicable requirements of the Approving Authorities, and the “Finished Lot Standard” set forth on Exhibit C attached hereto. Builder acknowledges and agrees that the “Finished Lot Standard” does not include, and Constructing Parties will not be performing, any grading work on the Builder Lots beyond that shown in the grading plan contained in the Kinston Plans. Builder shall be solely responsible for any additional grading work on the Builder Lots beyond that

reflected in the Kinston Plans, including any over-excavation work determined to be necessary by Builder in its sole discretion in connection with Builder's plans to construct residences on the Builder Lots (the "Builder Over-Ex Work"). By its execution of this Agreement, Builder is notifying the Parties hereto that it has elected to perform Builder Over-Ex Work. The Construction Schedule (as hereinafter defined) shall include a completion date for Builder's Over-Ex Work (the "Over-Ex Completion Date"). Subject to an Uncontrollable Event (as hereinafter defined), Builder shall complete its Builder Over-Ex Work on or before the Over-Ex Completion Date, and upon completion, shall deliver to Developer written notice of such completion. If Builder has failed to complete its Builder Over-Ex Work by the Over-Ex Completion Date, Builder shall be in default, and Constructing Parties shall send a written notice of such default, in which event Builder shall have an additional 30 days following such notice to complete the same. If Builder has failed to complete its Builder Over-Ex Work by the Over-Ex Completion Date, as extended, then each Constructing Party shall proceed to complete the Kinston Improvements without further delay, and without any liability to Builder for any increased costs that Builder may incur by having to complete its Builder Over-Ex Work at a later date. If Constructing Parties have to do any additional work as a result of any Builder Over-Ex Work not being timely completed, then Builder shall be responsible to reimburse Constructing Parties for their actual, out of pocket, additional costs resulting directly from such default, as evidenced by third party invoices or change orders, including but not limited to, regrading costs necessary to permit Constructing Parties to complete the Kinston Improvements. Builder and Constructing Parties shall cooperate with each other to ensure the least amount of conflict between the activities being conducted by Constructing Parties and Builder to complete the Kinston Improvements and Builder's completion of the Builder Over-Ex Work. Such cooperation may, at the sole discretion of the applicable Parties, include obtaining bids from one or more soils contractors and coordinating the Builder Over-Ex Work and other grading work with one or more soils contractors.

4.3 Contracts for Work. Constructing Parties or affiliates and contractors of Constructing Parties shall contract for all of the work and materials comprising the Kinston Improvements. Constructing Parties shall have the right to bid, pursue, negotiate, agree to and execute contracts and agreements with Service Providers for the work and materials comprising the Kinston Improvements (each a "Contract" and collectively, the "Contracts"), as the applicable Constructing Party deems necessary or appropriate in its commercially reasonable discretion; provided that the requirements set forth in (i) **Exhibit D**, with respect to the Metropolitan District, and (ii) **Exhibit E**, with respect to the Developer, have been met. Constructing Parties may update and modify the Contracts on their own initiative or as part of negotiations with the Service Providers, provided that (i) any such update or modifications shall not materially adversely impact the Construction Schedule or the rights, obligations, costs, or remedies of Builder hereunder or with respect to the Kinston Improvements, and (ii) each Contract shall comply with the requirements set forth in **Exhibit D** and **Exhibit E** hereto, as applicable. Upon receipt of written request from Builder, Constructing Parties shall deliver a copy of each Contract to Builder within five (5) business days after receipt of the written request.

4.4 Commencement and Completion Dates. Constructing Parties shall cause construction of the Kinston Improvements to be commenced and completed as follows:

4.4.1 Commencement; Construction Schedule; Completion. Subject to an Uncontrollable Event, the applicable Constructing Party or Substitute Constructing Party (as

hereinafter defined) shall commence and complete each component of the Kinston Improvements in accordance with the construction schedule set forth on **Exhibit F** attached hereto (the “Construction Schedule”), and shall act with due diligence to cause Final Completion of the Kinston Improvements to occur on or before the deadline therefor as set forth in the Construction Schedule (the Final Completion Deadline”). Notwithstanding the foregoing, in the event that the Substitute Constructing Party takes over the construction of any portion of the Kinston Improvements as contemplated by Section 4.6 below, or the Construction Schedule, as applicable (including any milestone or delivery dates set forth therein) shall be equitably adjusted to provide the Substitute Constructing Party a reasonable amount of additional time to achieve Final Completion of the Kinston Improvements.

4.4.2 Force Majeure. The completion dates and all interim milestones (if any) set forth on the Construction Schedule, the Final Completion Deadlines, and the time for performance of other obligations of Constructing Parties or Substitute Constructing Party (as applicable) under the Construction Schedule or this Agreement shall be extended by a period of time equal to any period that such performance or progress in construction of the Kinston Improvements is delayed due to any Dispute (as hereinafter defined), delays by Builder in completing its Builder Over-Ex Work that adversely impact the ability of Constructing Parties or Substitute Constructing Party to complete grading work or any portion of the Kinston Improvements, failure of any Builder to act or failure to act of any Approving Authority (so long as the same are not related to an Event of Default (as hereinafter defined) or failure of a Constructing Party or Substitute Constructing Party to perform in accordance with applicable laws, rules and regulations), strike, riot, act of war, act of terrorism, act of violence, unseasonable or intemperate weather, act of God, or any other act, occurrence or non-occurrence beyond the reasonable control of Constructing Parties or Substitute Constructing Party, notice of which has been provided to Builder within 30 days after the conclusion of the occurrence thereof (each, an “Uncontrollable Event”). Notwithstanding the foregoing, delay caused by a failure to pay amounts owed by a Constructing Party or Substitute Constructing Party under this Agreement or that are otherwise due and payable by such party relating to this Agreement or the Kinston Improvements, including, without limitation, amounts owed to Service Providers, shall not constitute an Uncontrollable Event, unless such delay is caused by the failure of Builder to timely perform its obligations under this Agreement.

4.5 Final Completion.

4.5.1 Definition of Final Completion. “Final Completion” of the Kinston Improvements (or applicable component thereof) shall be deemed to have occurred when all of the following have occurred with respect to the Kinston Improvements (or applicable component thereof):

(a) Constructing Parties have completed or corrected all punchlist items provided by the Approving Authorities and Builder (if applicable) affecting the Kinston Improvements (or applicable component thereof) in accordance with Section 4.5.2 below, and all warranty security required by the applicable Approving Authority has been posted;

(b) The Kinston Improvements (or applicable component thereof) shall comply with the Construction Standard, including satisfaction of the Finished Lot Standard. In all events, the Kinston Improvements shall be sufficiently complete so that Builder is not precluded from obtaining from the Approving Authorities either building permits or certificates of occupancy

for homes constructed, or to be constructed, on any Builder Lots solely as a result of the Kinston Improvements (or applicable component thereof) not being complete;

(c) Any Kinston Improvements (or applicable component thereof) that are intended to be dedicated to an Approving Authority shall have been inspected and preliminarily accepted by the applicable Approving Authority (subject to completion of any final punchlist items provided by an Approving Authority and the Government Warranty Period (as defined below)); and

(d) No mechanics' or materialmen's liens or notices of claim shall have then been filed against the Builder Lots with respect to the Kinston Improvements (except to the extent that any such liens or claims have been released or bonded-over in accordance with applicable law) and unconditional final lien or claim waivers have been obtained from the Service Providers that constructed the Kinston Improvements (or applicable portion thereof); provided, however, that a conditional final lien or claim waiver shall suffice if the Constructing Parties can demonstrate with reasonable documentation that final payment has been made to the Service Providers in the amount set forth on such final conditional lien or claim waiver. Notwithstanding the foregoing, in the event that a verified statement of claim is filed by any Service Providers pursuant to C.R.S. § 38-26-107, this Section 4.5.1(d) will be deemed satisfied if the Constructing Parties can reasonably demonstrate compliance with either: (i) the withholding requirements of C.R.S. § 38-26-107(2) or (3), as applicable; (ii) the failure of the claimant to commence an action within ninety days following the date fixed for final settlement as published; or (iii) the approval of a substitute corporate surety bond or any other undertaking that may be acceptable to a judge of the district court of the county where the contract is being performed or of the county where the office in which the verified statement of claim is located.

4.5.2 Inspection.

(a) Notice to Builder. The applicable Constructing Party shall notify Builder prior to Final Completion of the Kinston Improvements (or applicable component thereof), with the date(s) and time(s) the Approving Authorities will inspect such Kinston Improvements (or applicable component thereof). Within 10 days after receipt by Builder of such notice from the Constructing Party, Constructing Party and Builder shall jointly inspect the Kinston Improvements (or applicable component thereof) and produce a punchlist ("Builder Punchlist"); provided, however, that such punchlist may only include incomplete items shown as incomplete on the Lot Turnover Checklist attached hereto as Exhibit G, and Builder may only object to items affecting the Builder Lots. If the Parties are unable to agree upon a punchlist within five days after the joint inspection described above, then any dispute related to such punchlist shall be submitted to arbitration in accordance with Section 7.6 below. Builder shall have the right to be present at all inspections by the Approving Authorities. Constructing Party shall provide Builder with copies of any inspection reports or punchlists received from the Approving Authorities in connection with the inspection of the Kinston Improvements, and the applicable Constructing Party shall be responsible to correct punchlist items from the Approving Authorities and items set forth on the Builder Punchlist. If an Approving Authority grants preliminary approval to any of the Kinston Improvements that it will accept for maintenance, it shall conclusively be presumed that such Kinston Improvement was completed in accordance with the Construction Standard, subject to completion of the Builder Punchlist and the punchlist items provided by any Approving Authority.

(b) Correction of Punchlist Items. The applicable Constructing Party shall cause any punchlist items to be corrected within the time required by the City or other applicable Approving Authorities, or such shorter time as may be required pursuant to the applicable Construction Schedule.

(c) Interim Inspections. Upon reasonable prior notice, Builder shall have the right to inspect the construction of the Kinston Improvements; provided, however, such inspection shall be (i) at the sole risk of Builder, (ii) such inspection shall be non-invasive and shall be performed in a manner that does not interfere with or result in a delay in the construction of the Kinston Improvements, and (iii) Builder shall indemnify the applicable Constructing Party for any damage resulting from Builder's inspection.

(d) Removal of Equipment and Maintenance of the Property. Each Constructing Party shall keep the Builder Lots and the adjacent area reasonably free from accumulation of waste materials and rubbish caused by such Constructing Party's operations under this Agreement. Following Final Completion of the Kinston Improvements, each Constructing Party shall remove from the applicable Builder Lots all remaining waste materials, rubbish, and any tools, construction equipment, machinery and surplus materials.

4.6 Self-Help Remedy.

4.6.1 Notice of Default. If a Constructing Party: (a) breaches its obligation under this Agreement to complete or cause the completion of any Kinston Improvement in accordance with the Subdivision Development Agreement by and between the City, Developer, and the Metropolitan District recorded in the Larimer County, Colorado real estate records on June 10, 2022 at Reception No. 20220037089 and rerecorded on July 19, 2022 at Reception No. 20220045477 (the "SDA"), the Kinston Plans, or the Finished Lot Standard (as applicable), or the applicable Construction Schedule (as extended by any Uncontrollable Event); (b) otherwise breaches any material obligation under this Agreement; (c) fails to comply with any material provision of its Contracts with Service Providers beyond any applicable express notice or cure periods; or (d) files a petition for relief in bankruptcy or makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due (each a "Bankruptcy Event"), then Builder may deliver written notice of the breach to such Constructing Party (a "Notice of Default"). Each of the events set forth in Subsections (a) through (d) inclusive of the preceding sentence shall be herein referred to as a "Constructing Party Default." For any Constructing Party Default other than a Bankruptcy Event, the Constructing Party shall have 30 days after Constructing Party's receipt of the Notice of Default from Builder to cure the Constructing Party Default (the "Cure Period"); provided, however, if the nature of the Constructing Party Default is such that it cannot reasonably be cured within 30 days, the Cure Period shall be deemed extended for a reasonable period of time (not to exceed an additional 60 days) so long as Constructing Party commenced in good faith and with due diligence to cause such Constructing Party Default to be remedied. If Constructing Party does not cause the cure of the Constructing Party Default within the Cure Period (as may be extended pursuant to the preceding sentence, and subject to Uncontrollable Events), or if a Bankruptcy Event occurs (either, an "Event of Default"), then Builder may assume and take over the construction of the applicable Kinston Improvements by providing written notice to the applicable Constructing Party of its election (the "Assumption Notice"), in which event, Builder shall thereafter be referred to as the substitute constructing party ("Substitute Constructing Party"). The Substitute Constructing Party

shall be entitled to an administrative fee in an amount equal to 5% of the remaining Costs (as hereinafter defined) actually paid, which administrative fee shall be included in Cost Overruns (as hereinafter defined) and shall be paid in connection with each Draw Request (as defined below), and the applicable Construction Schedule (including any milestone or delivery dates set forth therein) shall be equitably adjusted to provide the Substitute Constructing Party a reasonable amount of additional time to achieve Final Completion of the applicable Improvements following the Event of Default by Constructing Party. Except for change orders signed by Substitute Constructing Party that increases the construction cost over the Kinston Budgeted Costs (as hereinafter defined) solely for the purpose of accommodating a plan change requested by Substitute Constructing Party, Substitute Constructing Party shall not be responsible for the payment of any Cost Overruns, which Cost Overruns shall remain the sole responsibility of Developer or the Metropolitan District, as applicable. If Builder does not deliver an Assumption Notice on or before 30 days after expiration of the Cure Period, as may be extended pursuant to the provisions of this Section (the “Assumption Notice Delivery Deadline”), then Builder shall be deemed to have waived its rights pursuant to this Section 4.6 with respect to the applicable Event of Default by Constructing Party. Notwithstanding the foregoing, the Parties agree that the City is an express third party beneficiary of this Agreement solely with respect to matters arising out of or in connection the City’s delivery of an Assumption Notice and its subsequent designation as a Substitute Constructing Party. Therefore, if, and only if, Builder fails to timely deliver an Assumption Notice as described above, the City (as a third party beneficiary) shall have the right to elect to assume and take over the construction of the Kinston Improvements (and thereby become Substitute Constructing Party) as if it were a signatory to this Agreement, by delivering an Assumption Notice to the Constructing Party and Builder within ninety (90) days following the Assumption Notice Delivery Deadline. If the City fails to timely deliver an Assumption Notice as described above, the City shall be deemed to have waived its rights pursuant to this Section 4.6 with respect to the applicable Event of Default by Constructing Party.

4.6.2 Assumption Right. Subject to any rights of the Approving Authorities and applicable utility providers, if an Assumption Notice is provided as described above, then: (i) Constructing Parties shall cooperate to allow the Substitute Constructing Party to take over and complete the applicable incomplete Kinston Improvements, including the execution and delivery to the Substitute Constructing Party of such agreements, documents or instruments as may be reasonably necessary to assign to the Substitute Constructing Party all Contracts with third parties pertaining to the applicable Kinston Improvements; (ii) the Substitute Constructing Party shall be entitled to draw on the applicable Private Funds or Public Funds (both as hereinafter defined) to pay the Costs (as hereinafter defined) and shall have all rights of the Constructing Party to perform the work required hereby; (iii) except for change orders signed by Substitute Constructing Party that increases the construction cost over the Kinston Budgeted Costs solely for the purpose of accommodating a plan change requested by Substitute Constructing Party, Developer shall remain responsible for all Cost Overruns, which shall include Builder’s cost to obtain bonds and financial assurances with respect to its role as Substitute Constructing Party; (iv) Constructing Party (including Developer, if applicable) shall be relieved of all further obligations under this Agreement with respect to the completion of the incomplete Kinston Improvements subsequent to the date of the Assumption Notice, except that Constructing Party (including Developer, if applicable) shall be responsible for any defect or other claim relating to the work performed in constructing the applicable Kinston Improvements prior to the date of such assumption, and shall remain responsible for any bond or financial assurances, if required by the City, for such work performed prior to the date of the Assumption Notice, and the cost of warranty work related to the Kinston Improvements installed by such Constructing Party;

(v) Constructing Party (including Developer, if applicable) shall remain liable for (a) its acts, omissions, negligence and willful misconduct, and (b) any indemnification obligations specified herein incurred prior to the date of such assumption; and (vi) Substitute Constructing Party shall at all times operate in good faith to minimize any Cost Overruns. If following the delivery of an Assumption Notice, there is an uncured Event of Default by the Substitute Constructing Party, then the City (as a third-party beneficiary), shall have the right to assume and take over the construction of the applicable Kinston Improvements (and thereby become the Substitute Constructing Party) by delivering an Assumption Notice to Developer, Substitute Constructing Party, Builder, and the City following the same process set forth above in Section 4.6.1.

4.6.3 Role of Substitute Constructing Party; Liability. In the event the Substitute Constructing Party takes over the construction of the Kinston Improvements, or any portion thereof, as contemplated by Section 4.6 of this Agreement, Substitute Constructing Party's assumption of the construction of such Kinston Improvements is done only as an accommodation to the Parties and that, except as expressly set forth in this Agreement, Substitute Constructing Party shall have no responsibility, liability or obligation with respect to (and the Parties hereby covenant not to sue Substitute Constructing Party for, and hereby release the Substitute Constructing Party from, all liability and claims relating to or arising from) the design, engineering, construction or completion of the Kinston Improvements, any damage, loss or injury to any of the Parties or otherwise related to any action or inaction of Substitute Constructing Party in connection with this Agreement, or any defect in the materials or workmanship pertaining to the Kinston Improvements, except for any Substitute Constructing Party Covered Liability (as hereinafter defined). "Substitute Constructing Party Covered Liability" means the following matters for which Substitute Constructing Party shall be liable in connection with its performance as Substitute Constructing Party hereunder: (a) any failure to deposit any portion of the Substitute Constructing Party's Builder's Share into the Kinston Private Funds Escrow Account (as hereinafter defined) or the Kinston Public Funds Escrow Account (as hereinafter defined) as required by the provisions of this Agreement, (b) any damage, loss or injury arising from the willful misconduct, bad faith, recklessness or illegal acts of the Substitute Constructing Party in performing or failing to perform hereunder, or (c) damage, loss or injury arising from the fraudulent conduct of Substitute Constructing Party; provided, however, that any damages for any Substitute Constructing Party Covered Liability shall be limited to out-of-pocket losses, costs, damages or expenses, and shall not include any punitive or consequential losses, costs, damages or expenses or lost profits as a result of, or in connection with, any Substitute Constructing Party Covered Liability. Substitute Constructing Party makes no representation or warranty with respect to the Kinston Improvements, and shall have no liability for any defect in the materials or workmanship pertaining thereto. If Substitute Constructing Party takes over the construction of the Kinston Improvements, or any portion thereof, the Parties hereby agree to look solely to the contractors engaged to construct and complete the Kinston Improvements for any contractual violation, indemnity, warranty or guarantee relating to the Kinston Improvements. Upon completion of the applicable Kinston Improvements, Substitute Constructing Party shall assign to the Parties (to the extent assignable and without any representation or warranty whatsoever), on a non-exclusive basis, the contractual rights received from the contractors that construct or complete any portion of the Kinston Improvements, including, without limitation, all rights related to any indemnities, guaranties and/or warranties received from such contractors.

4.7 Warranty Periods

4.7.1 Government Warranty Period. The Approving Authorities may require a warranty period after the Final Completion of the Kinston Improvements (a “Government Warranty Period”). In the event defects in the Kinston Improvements to which a governmental warranty applies become apparent during the Government Warranty Period, then the applicable Constructing Party shall coordinate the repairs with the applicable Approving Authorities and cause the Service Provider(s) who performed the work or supplied the materials in which the defect(s) appear to complete such repairs or, if such Service Providers fail to correct such defects, otherwise cause such defects to be repaired to the satisfaction of the Approving Authorities. Any costs and expenses incurred in connection with any repairs or warranty work performed during the Government Warranty Period (including, but not limited to, any costs or expenses incurred to enforce any warranties against any Service Providers) shall be borne by the Metropolitan District or Developer, as applicable, and shall be included in Cost Overruns, unless such defect or damage was caused by Builder or its contractors, subcontractors, employees, or agents, in which event Builder shall pay all such costs and expenses to the extent caused by Builder or its contractors, subcontractors, employees, or agents.

4.7.2 Non-Government Warranty Period. Developer warrants (“Non-Government Warranty”) to Builder that each Kinston Improvement to which a Governmental Warranty Period does not apply shall have been constructed in accordance with the SDA or Construction Standard, as applicable, for one year from the date of Final Completion of the Kinston Improvements (the “Non-Government Warranty Period”). If Builder delivers written notice to Developer of breach of the Non-Government Warranty during the Non-Government Warranty Period, then Developer shall coordinate the corrections with Builder and cause the Service Provider(s) who performed the applicable work or supplied the applicable materials to complete such corrections or, if such Service Providers fail to make such corrections, otherwise cause such corrections to be made to the reasonable satisfaction of Builder. Any costs and expenses incurred in connection with a breach of the Non-Government Warranty shall be borne by the Metropolitan District or Developer, as applicable (including, but not limited to, any costs or expenses incurred to enforce any warranties against Service Providers), and shall be included in Cost Overruns, unless such breach was caused by Builder or its contractors, subcontractors, employees, or agents, in which event Builder shall pay all such costs and expenses to the extent caused by Builder or its contractors, subcontractors, employees, or agents.

4.8 License for Construction. Builder hereby grants to Constructing Parties or the Substitute Constructing Party (as applicable) and the Service Providers a temporary, non-exclusive license to enter upon the Builder Lots as reasonably necessary for the installation of the Kinston Improvements, rough grading of the Builder Lots, stubbing of utilities and/or the performance of each Constructing Party’s (or Substitute Constructing Party’s, as applicable) responsibilities under this Agreement. Builder further agrees to grant such separate written rights of entry and/or licenses in or upon the Builder Lots as may be reasonably necessary for installation of the Kinston Improvements, rough grading of the Builder Lots and stubbing of utilities. No rights of entry and/or licenses over any Builder Lots may be exercised in any fashion that would unreasonably interfere with or adversely impact development of the Builder Lots by Builder. The rights under this Section or any instruments delivered hereunder shall terminate in their entirety upon the expiration of all Government Warranty Periods, and shall terminate with respect to any individual Builder Lot upon the completion of the

construction of a residence thereon as evidenced by the issuance of a certificate of occupancy for the residence on such Builder Lot.

4.9 Liens. Constructing Parties shall pay, cause to be paid when legally due, bond-over, or otherwise obtain the release of all liens and claims for labor and/or materials furnished to the Builder Lots pursuant to this Agreement to prevent, remove, or release the filing or recording by any third party of any mechanics', materialmen's or other lien, or any attachments, levies or garnishments (collectively "Liens") affecting title to the Kinston Improvements. Constructing Parties will, within 20 days after written notice from Builder or after Constructing Parties otherwise become aware of such Liens, commence such legal action as necessary to terminate the effect of any Liens by filing or recording an appropriate release, bond, or other undertaking, if so requested by Builder. If Builder requests a Constructing Party to file and obtain any such release or bond and Constructing Party fails to commence such legal action as necessary to do so within 20 days of such request, Builder may obtain such bond or secure such release on behalf of Constructing Party, and Constructing Party shall reimburse Builder for all costs and fees related thereto within 10 days after receipt of written request therefor.

5. Costs of Improvements.

5.1 Definition of Costs. As used herein, the term "Costs" shall mean all hard and soft costs incurred in connection with the design (including all engineering expenses), construction and installation of the Kinston Improvements, including, but not limited to, costs of labor, materials and suppliers, engineering, design and consultant fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees for the Kinston Improvements, engineering services required to obtain a permit for and complete the Kinston Improvements, costs of compliance with all applicable laws, costs of insurance required by this Agreement, costs of any financial assurances, any corrections, changes or additions to work required by the Approving Authorities or necessitated by site conditions, municipal, state and county taxes imposed in connection with construction of the Kinston Improvements, any warranty work, and any other costs incurred in connection with the performance of the obligations of Constructing Parties or the Substitute Constructing Party (as applicable) hereunder to complete the Kinston Improvements.

5.2 Budget for Kinston Improvements. Attached hereto as **Exhibit H** is an estimate of the Costs to construct the Kinston Improvements which includes a 10% contingency line item, and distinguishes between the Kinston Private Improvements and the Kinston Public Improvements (the "Kinston Improvements Budget"). The Costs identified on the Kinston Improvements Budget are referred to herein as "Kinston Budgeted Costs." The Kinston Budgeted Costs and any Costs incurred in excess of the overall Kinston Budgeted Costs ("Cost Overruns") shall be funded pursuant to Section 6 below. In the event Builder delivers an Assumption Notice and the Metropolitan District or Developer, as applicable, fails to pay the Cost Overruns, Builder shall have all remedies available to it at law or in equity to collect such Cost Overruns.

5.3 Accounting. Each Constructing Party shall keep good and accurate books and records in sufficient detail to allow the Costs to be calculated, which books and records shall be made available for review (upon reasonable prior written notice) by the Parties. Within 30 days after Final Completion of the Kinston Improvements, the Constructing Parties shall deliver to Builder a reasonably detailed final accounting of the Costs of the Kinston Improvements.

5.4 Progress Reports. Developer shall, with each Draw Request, and no less frequently than once per month, provide Builder with a progress report setting forth the amount of Private Funds and Public Funds expended to date, a list of Kinston Improvements completed to date, an estimate of the remaining cost to complete the Kinston Improvements, and an estimate by a project manager of Developer of the status of overall completion of the Kinston Improvements, in such form as Developer deems reasonably appropriate (“Progress Report”).

6. Payment of Costs.

6.1 Background and Escrow.

6.1.1 Background. The Parties acknowledge that, pursuant to the terms of the Purchase Agreement, Builder has elected to pay to Developer a portion of the purchase price in Good Funds at Closing, with Builder’s Share being payable in variable monthly installments thereafter within five business days after receipt of a Draw Request. Builder’s Share will be secured by the Builder Letter of Credit, as more particularly described in Section 6.1.5 below.

The term “Pro Rata Share” as used in this Agreement, shall mean Builder’s Pro Rata Share of the Kinston Budgeted Costs as set forth on Builder’s counterpart signature page attached hereto. In no event shall Builder have any responsibility for payment of any Costs in excess of Builder’s Share.

6.1.2 Kinston Public Funds Escrow Account. Concurrently with the execution of this Agreement, the Metropolitan District will open an escrow account (“Kinston Public Funds Escrow Account”) with Fidelity National Title Insurance Company, 1401 17th Street, Suite 480, Denver, CO 80202, Attention: Teresa Hott (“Escrow Agent”) which will be used to pay all Costs designated as “public” in the Kinston Improvements Budget. All Builder Progress Payments (as hereinafter defined) for Public Improvements shall be deposited into the Kinston Public Funds Escrow Account pursuant to Section 6.2 below and used to pay Draw Requests for the Kinston Public Improvements.

6.1.3 Kinston Private Funds Escrow Account. Concurrently with the execution of this Agreement, Developer will open an escrow account (“Kinston Private Funds Escrow Account”) with the Escrow Agent which will be used to pay all Costs designated as “private” in the Kinston Improvements Budget. All Builder Progress Payments for Private Improvements shall be deposited into the Kinston Private Funds Escrow Account pursuant to Section 6.2 below and used to pay Draw Requests for the Kinston Private Improvements.

6.1.4 Builder’s Initial Escrow Account. Concurrently with the execution of this Agreement, Builder will deposit the Builder Letter of Credit in the amount of Builder’s Share in escrow with Escrow Agent to secure payment of Builder’s Share (“Builder’s Initial Escrow Account”) in accordance with the terms of this Agreement.

6.1.5 Builder Letter of Credit. Builder shall deliver to Escrow Agent a letter of credit in the amount of Builder’s Share which shall be placed into the Builder’s Initial Escrow Account (the “Builder Letter of Credit”) which shall be in the form of letter of credit attached hereto as **Exhibit I**. The Builder Letter of Credit may provide that it may be reduced from time to time commensurate with Builder Progress Payments made by Builder. In the event the issuer

of the Builder Letter of Credit delivers a 60-day advance written termination notice to Beneficiary (a "Termination Notice"), Builder shall, within 15 days after the date of the Termination Notice, deliver written notice (a "Replacement Notice") to Developer and Escrow Agent electing whether to replace the Builder Letter of Credit with either (i) a replacement Builder Letter of Credit in the amount of the then unpaid portion of Builder's Share (the "Remaining Builder's Share"), or (ii) Good Funds in the amount of the Remaining Builder's Share ("Replacement Funds"). Any Replacement Notice shall be accompanied by an accounting of such Deferred Payment Builder's calculation of its Remaining Builder's Share. Builder shall have 30 days following the date of the Termination Notice to deliver to Escrow Agent either the replacement Builder Letter of Credit or Replacement Funds. If Builder fails to deliver to Escrow Agent either the replacement Builder Letter of Credit or Replacement Funds within 30 days following the date of the Termination Notice, Developer shall have the right to draw on the existing Builder Letter of Credit in the amount of the Remaining Builder's Share. Builder may also elect, at any time, to replace its Builder Letter of Credit with Replacement Funds, provided Builder has delivered written notice to Developer and Escrow Agent of its intent to do so at least 15 days in advance of delivery of the Replacement Funds, which notice shall include an accounting of Builder's Remaining Builder's Share. Following Escrow Agent's receipt of either a replacement Builder Letter of Credit or Replacement Funds from Builder, the Builder Letter of Credit that is being replaced shall be returned to Builder, together with an executed reduction certificate reducing the face amount thereof to \$0.00.

6.1.6 Cost Overruns.

(a) Kinston Private Improvements. In the event of any Cost Overruns for the Kinston Private Improvements, Developer shall pay such Cost Overruns, and shall notify Builder of the same. Developer shall be responsible for the prompt payment of all Cost Overruns in connection with the Kinston Private Improvements (so that the costs of the Kinston Private Improvements are timely paid) and in no event shall Builder have any responsibility for such Cost Overruns unless such Cost Overruns occur as a result of Builder's breach of its obligations under this Agreement.

(b) Kinston Public Improvements. In the event of any Cost Overruns for the Kinston Public Improvements, the Metropolitan District shall take all actions that are necessary, if any, to appropriate additional funds and deposit such additional funds into the Kinston Public Funds Escrow Account as necessary to pay such Cost Overruns, and shall notify Builder of the same. The Metropolitan District shall be responsible for the prompt payment of all Cost Overruns in connection with the Kinston Public Improvements (so that the costs of the Kinston Public Improvements are timely paid) and in no event shall Builder have any responsibility for such Cost Overruns unless such Cost Overruns occur as a result of Builder's breach of its obligations under this Agreement. In the event that the Metropolitan District fails to deposit the necessary additional funds for such Cost Overruns, then the Developer, without prejudice to or waiver of its rights hereunder, shall deposit such additional funds for the payment of such Cost Overruns.

6.1.7 Draw Upon Builder Letter of Credit. If Builder fails to timely make a Builder Progress Payment in accordance with Section 6.2 below, and such Builder Progress Payment remains unpaid for three (3) days following Builder's receipt of notice from Escrow Agent that such

amount is delinquent, Escrow Agent shall draw upon the Builder Letter of Credit to be used for the payment of the Draw Request. If the Kinston Improvements are completed for less than the Kinston Budgeted Costs, Builder shall nevertheless pay the final installment of its Builder's Share pursuant to Section 6.3.3 below, failing which Escrow Agent shall draw upon the Builder Letter of Credit for such final installment.

6.1.8 Developer Responsible for Metropolitan District Shortfall. To the extent that the Kinston Public Funds Escrow Account has insufficient funds to pay a Draw Request, and if the Metropolitan District fails to deposit an amount equal to such deficit in the Kinston Public Funds Escrow Account within five business days following the issuance of a Draw Request, then Developer shall be responsible for the prompt payment of such deficiency.

6.1.9 Builder Damage Deposit. Concurrently with the execution of this Agreement, Builder shall deposit into escrow with Escrow Agent \$500.00 for each Builder Lot acquired by Builder (the "Builder Damage Deposit"), which amount Escrow Agent shall invest in a federally insured institution at the highest money market rate available (the "Builder Damage Deposit Escrow"). In the event Builder or Builder's employee, agent, affiliate or subcontractor causes damage to any Improvements, the applicable Constructing Party shall deliver written notice to Builder and Builder shall have 30 days after receipt of such notice to repair or restore such damage caused by or through Builder. If Builder fails to repair or restore the damage with such 30-day period, Escrow Agent shall deliver to the applicable Constructing Party the amount of the cost to repair the damage (the "Repair Costs") from the Builder Damage Deposit Escrow upon Escrow Agent's receipt of: (i) written notice to the Escrow Agent and Builder setting forth the amount of the Repair Costs, and (ii) copies of all receipts for the Repair Costs. In the event the Repair Costs exceed the total Builder Damage Deposit, Builder shall promptly submit the amount of the deficiency to the applicable Constructing Party, and Builder shall promptly restore the Builder Damage Deposit to the original amount. Within 30 days following the completion of the construction of Builder's last home on a Builder Lot, Builder will provide written notice of the same accompanied by a certificate of occupancy for such home to Escrow Agent. Upon Escrow Agent's receipt of such notice and certificate of occupancy, Escrow Agent shall return any unused Builder Damage Deposit to Builder along with any interest earned thereon.

6.1.10 Escrow Agreement. This Agreement shall constitute an escrow agreement and instructions to Escrow Agent and funds shall be disbursed and dealt with by Escrow Agent in strict accordance with this Agreement. Escrow Agent shall not be liable for any action taken or omitted by it or by any Party to this Agreement, except for its own negligence, bad faith, recklessness or willful misconduct. Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person. Escrow Agent shall be entitled to receive as compensation for its services hereunder the fees it normally charges customers for similar services, which fees will be part of the Costs. Escrow Agent shall provide the Parties with monthly account statements regarding the accounts held by it hereunder.

6.2 Draw Requests for Kinston Improvements.

6.2.1 Submission. Constructing Parties shall submit periodic draw requests for the Kinston Improvements (each a "Draw Request" and collectively, "Draw Requests") not more

often than once monthly that will allow timely payment of all amounts due and payable to the Service Providers for the construction of the Kinston Improvements. Developer shall submit periodic Draw Requests for the Kinston Private Improvements to Escrow Agent, with a copy to Builder. The Metropolitan District shall submit periodic Draw Requests for the Kinston Public Improvements to Escrow Agent, with a copy to Builder. Draw Requests (for Public Improvements) will be in the form attached hereto as **Exhibit J-1** and Draw Requests (for Private Improvements) will be in the form attached hereto as **Exhibit J-2**, and each such Draw Request must be accompanied by copies of (a) conditional lien waivers (conditional only on the payment of the amount due) from all Service Providers covered thereunder for the amounts to be paid, (b) invoices for all amounts sought to be paid, (c) to the extent not previously provided, unconditional lien waivers from all Service Providers paid from prior Draw Requests, (d) a Progress Report as of the date of the Draw Request; and (e) an engineer's certificate in the form attached as **Exhibit K** that the Construction Standard has been satisfied for all work that is subject to the Draw Request.

6.2.2 Payment. Upon receipt of each Draw Request, Escrow Agent shall immediately obtain an owner's and encumbrances report and notify the Parties in writing of any intervening liens or notice of liens that are discovered.

6.2.3 Builder Progress Payment. For each Draw Request (i) for any Kinston Private Improvements, Builder shall wire transfer or submit a check to Escrow Agent in an amount equal to its Pro Rata Share of the amount of the applicable Draw Request, up to \$190,393.00 and (ii) for any Kinston Public Improvements, Builder shall wire transfer or submit a check to Escrow Agent in an amount equal to its Pro Rata Share of the amount of the applicable Draw Request, up to \$616,029.00 (each a "Builder Progress Payment" and collectively, "Builder Progress Payments") within five business days following receipt of such Draw Request (but subject in all events to the objection procedure set forth in Section 6.2.4 below). Escrow Agent will deposit the amount of each Builder Progress Payment into either the Private Funds Escrow Account or the Public Funds Escrow Account, as applicable, and then use such amounts to pay the Draw Requests. Upon payment of any Draw Request, Escrow Agent shall process a reduction certificate to the applicable Builder Letter of Credit in the amount of the Draw Request so paid.

6.2.4 Objection. Builder may only object to a Draw Request in the event the documents required by Section 6.2.1 in conjunction with a Draw Request were not properly delivered. Builder shall deliver written notice of such objection ("Objection Notice") to Escrow Agent and the applicable Constructing Party or the Substitute Constructing Party (as applicable) within five business days following receipt of such Draw Request. Any portion of a Draw Request that Builder does not disapprove in a timely delivered Objection Notice will be deemed approved. It shall be deemed that the documents were not properly delivered if the engineer's certificate fails to confirm that the Construction Standard has been satisfied for all work that is the subject of the Draw Request or contains any exception with respect to the Construction Standard being satisfied. It shall further be deemed that the documents were not properly delivered if the engineer's certificate states that the Progress Report reflects that the work for which the Draw Request has been submitted is overstated in terms of percentage of completion. If Escrow Agent and the applicable Constructing Party or the Substitute Constructing Party (as applicable) timely receive an Objection Notice, then, notwithstanding anything to the contrary contained herein, Escrow Agent shall not be authorized to disburse such disputed amount (but Escrow Agent shall be authorized to disburse all other amounts) unless and until Escrow Agent receives authorization to do so from Builder, or until Escrow Agent

receives direction from an Arbitrator (as hereinafter defined). If Escrow Agent and Constructing Party or the Substitute Constructing Party (as applicable) timely receive an Objection Notice, then Builder and Constructing Party or the Substitute Constructing Party (as applicable) shall meet and in good faith attempt to resolve all objections and provide direction to Escrow Agent to disburse mutually-acceptable amounts to Service Providers. If all such objectionable item(s) cannot be resolved within the five business day period after receipt of an Objection Notice, then any Party may submit the matter to arbitration as provided in Section 7.6 below.

6.3 Final Completion of the Kinston Improvements. Promptly, but in any event not more than 30 days, following Final Completion of the Kinston Improvements, as evidenced by an affidavit from Constructing Parties or the Substitute Constructing Party (as applicable) which is not disputed by the other Parties within five business days after receipt by the other Parties and Escrow Agent of such affidavit, and by delivery to the other Parties and Escrow Agent of (a) copies of the letter(s) of preliminary acceptance (or equivalent written approval) from the Approving Authorities and evidence that all warranty surety has been deposited by Developer (for the Kinston Private Improvements constructed by Developer), or by the Metropolitan District (for the Kinston Public Improvements constructed by the Metropolitan District) with the Approving Authorities, and (b) the “as-built” plans prepared in accordance with the applicable Approving Authorities’ and applicable utility providers’ requirements, if any:

6.3.1 Developer shall pay any remaining portion of the Cost Overruns for the Kinston Private Improvements, if any, and the Metropolitan District shall pay any remaining portion of the Cost Overruns for the Kinston Public Improvements, if any, to Escrow Agent;

6.3.2 Escrow Agent will pay any final Draw Request from the Kinston Public Funds Escrow Account or the Kinston Private Funds Escrow Account, as applicable, less any retainage required by the Contracts and identified by the Parties in writing and provided to Escrow Agent;

6.3.3 Unless Builder has delivered an Assumption Notice in accordance with the terms of Section 4.6, above, Escrow Agent will deliver to Developer any funds remaining in the Kinston Private Funds Escrow Account and will deliver to the Metropolitan District any funds remaining in the Kinston Public Funds Escrow Account. If the total of the Builder Progress Payments made by Builder as of the date of Final Completion (collectively the “Prior Builder Payments”) is less than Builder’s Share, then Builder shall, within 10 days following Final Completion, wire transfer or submit a check for the difference between Builder’s Share and the Prior Builder Payments, and such funds shall be immediately disbursed by Escrow Agent to Metropolitan District or Developer as appropriate; and

6.3.4 The Builder Letter of Credit will be returned to Builder, together with an executed reduction certificate reducing the face amount thereof to \$0.00, provided that Builder is not in default of its obligations under this Agreement.

7. Arbitration of Disputes. Any question, dispute, claim or controversy arising under or in connection with this Agreement on which the Parties cannot agree (a “Dispute”) shall be resolved by mandatory arbitration in accordance with the Arbitration Rules for the Construction Industry of

the American Arbitration Association currently in effect (the “Rules”), in accordance with and subject to the following provisions:

7.1 Dispute Notice. If any Party believes that a Dispute exists, it may notify the other Parties thereof, which notice (a “Dispute Notice”) shall identify the Dispute. As promptly as practicable, and in any event within five days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

7.2 Appointment of Arbitrator. A single arbitrator at the Denver, Colorado office of the Judicial Arbitrator Group shall be the Arbitrator; provided, however, that the individual selected must be recognized in the Denver metropolitan area as having competence in the subject matter of the Dispute, and except as stated in Section 7.6 shall be admitted to practice law in the State of Colorado and shall be experienced in real estate and construction matters. If the affected Parties are unable to agree upon the Arbitrator, then, within 10 days after notice by any affected Party to the others, the affected Constructing Party(ies) shall appoint one Arbitrator at the Judicial Arbitrator Group and Builder shall appoint one Arbitrator at the Judicial Arbitrator, and the appointed arbitrators shall select one Arbitrator to hear the Dispute. The term “Arbitrator” as used herein shall mean and refer to the single arbitrator selected pursuant to this Section.

7.3 Conduct of Arbitration. All Parties having a claim relating to the same or substantially the same subject matter shall participate in the same arbitration proceeding to allow the resolution of all claims among all such Parties in a single proceeding. The arbitration proceeding shall be conducted in Denver, Colorado, or at such other location as shall be agreed to in writing by all affected Parties. The arbitration process shall generally be conducted by the designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the affected Parties, the Arbitrator will conduct an arbitration hearing at which such Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party(ies). The proceedings at the arbitration hearing shall, unless waived by the affected Parties, be conducted under oath and before a court reporter. The Parties shall cooperate in good faith to permit, and the Arbitrator shall render, a decision in the arbitration proceeding within 20 days following the appointment of the Arbitrator. The Parties shall also endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party’s position on each Dispute. In addition, the Arbitrator shall require the non-prevailing Party(ies) to pay all reasonable costs and fees, including attorneys’ fees, of the prevailing Party(ies) and costs and fees of the Arbitrator.

7.4 Standards of Conduct. The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either *ex parte* or outside of the contacts and communications contemplated by this Section 7, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

7.5 Decision. The decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud, and the prevailing Party(ies) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

7.6 Disputes Related to Material Changes, Draw Requests and Punchlist Items. Notwithstanding anything to the contrary herein, disputes related to Material Changes, the amount of any Draw Requests, or any punchlist item (“Expedited Disputes”) shall all be resolved by an independent, impartial third party qualified to resolve such disputes as determined by the Parties involved in the Expedited Dispute (“Informal Arbitrator”). If such Parties cannot agree on an Informal Arbitrator, then the Constructing Party(ies) involved shall select one registered engineer and Builder, shall select one registered engineer and the engineers so selected by such Parties shall promptly select an independent, impartial third party qualified to act as the Informal Arbitrator and resolve the Expedited Dispute. Within five business days after an involved Party delivers a Dispute Notice, the affected Constructing Party and Builder shall deliver to the Informal Arbitrator a written statement of how such Party believes the Expedited Dispute should be resolved, together with reasonable supporting documentation of such position (“Resolution Notice”). Within 10 business days after receipt of Resolution Notices from both such Parties, the Informal Arbitrator shall approve one of the Parties’ Resolution Notice and shall deliver written notice of such approval to each Party. The decision of the Informal Arbitrator shall be binding on all Parties with respect to the applicable Expedited Dispute. All Parties shall timely cooperate with the Informal Arbitrator in rendering his or her decision. The Party that is not the prevailing party in the resolution of the Expedited Dispute shall promptly pay the Informal Arbitrator's fee and the prevailing party’s fees and costs, including reasonable attorneys’ fees incurred in the resolution of any Expedited Dispute. The Parties acknowledge that there is a benefit to the Parties in having work done as expeditiously as possible and that there is a need for a streamlined method of making decisions described in this Section so that work is not delayed.

8. Progress Meetings. From and after the date of this Agreement and until Final Completion of the Kinston Improvements, the Parties shall cause their designated representatives to meet within five business days following a request from a Party regarding the status of construction of the Kinston Improvements, scheduling and coordination issues, engineering and design issues, and other similar issues. Any Party may change its designated representative under this Agreement at any time by written notice to the other parties. The initial designated representative for each Party for the purpose of this Section shall be the individual listed on each Party’s respective signature page attached hereto.

9. Builder’s Stormwater Permit Responsibilities. Prior to Builder engaging in any construction activities upon the Builder Lots, Builder shall obtain from the Colorado Department of Public Health, Water Quality Control Division, a Colorado Construction Stormwater Discharge Permit issued to Builder with respect to the Builder Lots. No fewer than five business days prior to the initiation of construction activities by Builder on any of its Builder Lots, Builder shall deliver a copy of at least one of the following documents to Developer:

9.1.1 Such valid Colorado Construction Stormwater Discharge Permit for the Builder Lots;

9.1.2 A signed notice of reassignment of permit coverage (State of Colorado Form COR030000 or current equivalent), that transfers any pre-existing permit coverage for the Builder Lots; or

9.1.3 A signed State of Colorado modification form to add the Builder Lots if Builder has an existing site permit with the State of Colorado within the Property.

Builder shall also obtain from the City a Stormwater Quality Permit issued to Builder by the City for the Builder Lots. Builder shall be responsible to obtain and maintain any State of Colorado dewatering permits if required for Builder's further construction within the Builder Lots. If requested by Developer, Builder shall execute a Notice of Property Conveyance and Change in Responsibility for the Colorado Discharge Permit held by the Metropolitan District with respect to the Builder Lots (the "Permit Holder"). In all cases, Builder shall obtain from the Colorado Department of Public Health & Environment Water Quality Control Division, a Notice of Property Conveyance and Change in Responsibility on a form acceptable to the Colorado Department of Public Health & Environment Water Quality Control Division executed by Builder, for the Colorado Stormwater Discharge Permit held by the Permit Holder with respect to the Builder Lots prior to any construction by Builder on the Builder Lots.

9.2 Constructing Parties' Stormwater Permit responsibilities. The Constructing Parties shall obtain and comply with all necessary permits related to stormwater and erosion control from all Approving Authorities, in relation to the construction, repair, and maintenance of the Kinston Improvements.

10. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given, if to the Constructing Parties, to the addresses set forth in this Section 10, and, if to Builder, to the address set forth on Builder's counterpart signature page attached hereto ("Notice Address"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at the Notice Address for such Party; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at the Notice Address for such Party; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid, to the Notice Address specified for such Party. Communications may be sent as a courtesy via electronic mail message but doing so shall not constitute official notice pursuant to this Section, and failure to send a courtesy electronic mail message shall not otherwise impact a notice or other Communications provided under (i), (ii) or (iii) above. The Notice Address for each of the Constructing Parties is as follows:

To Developer:

Centerra East Development, Inc.
Attention: SVP & General Counsel
1800 Wazee St., Suite 200
Denver, CO 80202

E-mail: legalnotices@mcwhinney.com

with a copy to:

Brownstein Hyatt Farber Schreck, LLP
 Attention: Gregory A. Vallin
 675 15th Street, Suite 2900
 Denver, CO 80202
 E-mail: gvallin@bhfs.com

To Metropolitan District:

Kinston Metropolitan District No. 1
 Attention: District Manager
 550 W. Eisenhower Blvd.
 Loveland, CO 80537
 E-Mail: KINMDadmin@pcgi.com

with a copy to:

Icenogle Seaver Pogue, P.C.
 Attention: Alan D. Pogue
 4725 S. Monaco Street, Ste. 360
 Denver, CO 80237
 E-mail: APogue@ISP-Law.com

To the City (as a third party beneficiary) with respect to notices under Section 4.6 only:

The City of Loveland
 Attention: City Attorney, Assistant City Attorney, and City Manager
 500 E. Third Street, Suite 330
 Loveland, CO 80537
 E-Mail: Laurie.Wilson@cityofloveland.org

To the Escrow Agent:

Fidelity National Title Insurance Company
 1401 17th Street, Suite 480
 Denver, CO 80202
 Attention: Teresa Hott
 E-Mail: teresa.hott@fnf.com

11. Attorneys' Fees. Except as provided in Section 7.6, should any action be brought in connection with this Agreement, including, without limitation, actions based on contract, tort or statute, the prevailing Party in such action shall be awarded all costs and expenses incurred in

connection with such action, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration or termination of this Agreement.

12. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

13. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement among the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

14. Entire Agreement; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement and all other written agreements among the Parties constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by Developer, Metropolitan District and Builder. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by one of the other Parties, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

15. Governing Law. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado.

16. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

17. Assignment; Binding Effect. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be withheld in any Party's sole and absolute discretion; provided, however, that Builder may assign, without consent, its rights under this Agreement in full, but not in part to an entity that controls, is controlled by or under common control with Builder; provided further, however that Developer approves the form of assignment, which approval shall be in Developer's reasonable discretion. Any approved assignee of a Party must agree in writing to be bound by the provisions of this Agreement and shall post adequate surety that conforms to the terms of this Agreement (*i.e.*, a new Builder Letter

of Credit) to substitute for any surety previously posted by the Party assigning its rights and obligations under this Agreement. The surety of the original Party will not be released until such assignee has posted adequate substitute surety that conforms to the terms of this Agreement, as described above. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party. Upon execution of this Agreement by Developer, Metropolitan District and Builder, Developer shall provide a fully executed copy of this Agreement to Builder for its records.

19. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

20. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, or other day that Escrow Agent is not open for business, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday, or other day that Escrow Agent is not open for business.

21. Number and Gender. When necessary for proper construction hereof, the singular of any word used herein shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders.

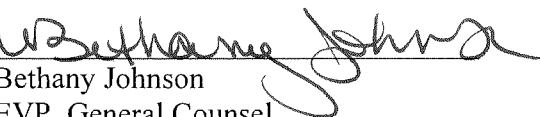
22. Remedies. In addition to any other rights and remedies under this Agreement, subject to the provisions of Section 4.6, above, if any Party is in default of any of its obligations under this Agreement beyond any applicable notice or cure periods, the other Parties may avail themselves to any rights and remedies available at law and equity, but may only recover their actual, out-of-pocket damages (excluding any incidental, consequential or punitive damages) incurred as a result of such default.

23. Jury Waiver. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

DEVELOPER:

CENTERRA EAST DEVELOPMENT, INC.,
a Delaware corporation

By 
Bethany Johnson
EVP, General Counsel

MRES Legal

GAV

4-19-2023

BHFS

Ken

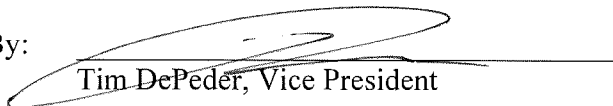
Designated Representative: Jim Niemczyk



METROPOLITAN DISTRICT:

KINSTON METROPOLITAN DISTRICT NO. 1

By:

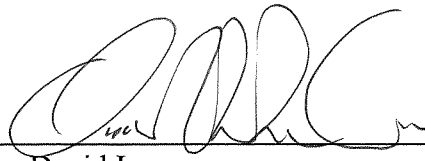


Tim DePeder, Vice President

Designated Representative: Sarah Bromley

[COUNTERPART SIGNATURE PAGE OF BUILDER ATTACHED HERETO]

RICHMOND AMERICAN HOMES OF
COLORADO, INC.,
a Delaware corporation

By: 
Name: David Lee
Title: Vice President, Land Acquisition

Builder Lots:

Lots 1 through 12, inclusive, Block 15,
Lots 1 through 10, inclusive, Block 16,
Millennium East Fifteenth Subdivision, City of Loveland, County of Larimer, State of Colorado.

Builder's Share: \$190,393.00 for Private Improvements and \$616,029.00 for Public Improvements

Builder's Pro Rata Share: 100%

Builder's Form of Payment of Builder's Share:

- Builder's Share to be delivered in Good Funds by Builder
at Closing and deposited by Developer with Escrow
Agent
- Builder's Share to be secured by Builder Letter of Credit
delivered at Closing

Builder's Notice Address:

To Builder: Richmond American Homes of Colorado, Inc.
4350 S. Monaco Street, Suite 500
Denver, Colorado 80237
Attention: David A. Lee
E-mail: David.Lee@mdch.com

with a copy to: M.D.C. Holdings, Inc.
4350 S. Monaco Street, Suite 500
Denver, Colorado 80237
Attention: Elizabeth J. Peros
E-mail: Elizabeth.Peros@mdch.com

M.D.C. Holdings, Inc.
4350 S. Monaco Street, Suite 500
Denver, Colorado 80237


Attention: Donna Prete
E-mail: Donna.Prete@mdch.com

Designated Representative: Rick Morris, Division President

ESCROW AGENT:

By signing below, the undersigned hereby accepts and approves of the provisions of Section 6 of this Lot Development Agreement

Fidelity National Title insurance Company

By: 
Name: Teresa Holt
Title: Commercial Escrow Officer

List of Exhibits

Exhibit A-1:	Builder Lots
Exhibit A-2:	Kinston Improvements
Exhibit B:	Required Insurance
Exhibit C:	Finished Lot Standard
Exhibit D:	Requirements for Public Contracts (Metropolitan District)
Exhibit E:	Requirements for Private Contracts (Developer)
Exhibit F:	Construction Schedule
Exhibit G:	Lot Turnover Checklist
Exhibit H:	Kinston Improvements Budget
Exhibit I:	Form of Builder Letter of Credit
Exhibit J-1:	Form of Draw Request for Public Improvements
Exhibit J-2:	Form of Draw Request for Private Improvements
Exhibit K:	Form of Engineer's Certificate

Exhibit A-1
to
Lot Development Agreement

BUILDER LOTS

Lots 1 through 12, inclusive, Block 15,
Lots 1 through 10, inclusive, Block 16,
Millennium East Fifteenth Subdivision, City of Loveland, County of Larimer, State of Colorado.

Exhibit A-2
to
Lot Development Agreement

KINSTON IMPROVEMENTS

Private Improvements to be constructed by Developer:

Electric, Gas, and Telecommunications Infrastructure necessary to serve the Lots.

Public Improvements to be constructed by Metropolitan District:

All public improvements listed in the Kinston Plans.

Exhibit B
to
Lot Development Agreement

REQUIRED INSURANCE

Constructing Parties or Substitute Constructing Party (as applicable) shall maintain the amounts and types of insurance described below and shall cause the Service Providers to maintain such coverages from insurance companies licensed to do business in the State of Colorado having a Best's Insurance Report Rating of A/VI or better covering the risks described below:

A. Commercial General Liability Insurance (including premises, operations, products, completed operations, and contractual liability coverages) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) personal injury and advertising injury, and Two Million Dollars (\$2,000,000.00) General Aggregate.

B. Excess/Umbrella Liability Insurance, applying in excess of the Constructing Parties' or Substitute Constructing Party's (as applicable) General Liability, Automobile Liability, and Employer's Liability coverages, with a minimum limit of \$2,000,000 for each occurrence and annual aggregate. All coverage terms required of the Construction Parties' or Substitute Constructing Party's (as applicable) General Liability, Automobile Liability, and Employer's Liability coverages shall also apply to this required Excess/Umbrella Liability policy.

C. Automobile Liability Insurance for all motor vehicles operated by or for Constructing Party or Substitute Constructing Party, including owned, hired, and non-owned autos, with minimum Combined Single Limit for Bodily Injury and Property Damage of One Million Dollars (\$1,000,000.00) for each occurrence.

D. Workers Compensation Insurance for all employees of Constructing Party or Substitute Constructing Party as required by law, to cover the applicable statutory limits in the State of Colorado and employer's liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury by accident (each accident) and One Million Dollars (\$1,000,000.00) for bodily injury by disease (each employee).

E. With respect to Service Providers that provide professional services (e.g., engineers), professional liability insurance, including prior acts coverage sufficient to cover any and all claims arising out of the services, or a retroactive date no later than the date of commencement of the services, with limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. The professional liability insurance shall be maintained continuously during the term of the Agreement and so long as the insurance is commercially reasonably available, for a period not less than the Government Warranty Period. The professional liability insurance required by this paragraph shall not contain any exclusions or limitations applicable to residential projects.

The following general requirements shall apply to all insurance policies described in this Exhibit.

1. All liability insurance policies, except workers compensation insurance, shall be written on an occurrence basis.
2. All insurance policies required hereunder except Workers Compensation and Employers Liability shall: (i) name the Parties as “additional insureds” utilizing an ACORD form or equivalent acceptable to Constructing Party or Substitute Constructing Party (as applicable), excluding, however, insurance policies of Service Providers who provide professional services whose insurance policies do not permit the designation of additional insureds; (ii) be issued by an insurer authorized in the State of Colorado; and (iii) provide that such policies shall not be canceled or not renewed, nor shall any material change be made to the policy without at least 30 days’ prior written notice to the Parties. Each additional insured endorsement (or each policy, by reasonably acceptable endorsement) shall contain a primary insurance clause providing that the coverage afforded to the additional insureds is primary and that any other insurance or self-insurance available to any of the additional insureds is non-contributing. A waiver of subrogation endorsement for the workers’ compensation coverage shall be provided in favor of the Parties.
3. The liability insurance policies shall provide that such insurance shall be primary on a non-contributory basis.
4. Service Providers shall provide Constructing Party or Substitute Constructing Party (as applicable) with certificates evidencing the insurance coverages required by this Exhibit in the certificate form described in Item 2 of this Exhibit, prior to the commencement of any activity or operation which could give rise to a loss to be covered by such insurance. Replacement certificates shall be sent to Constructing Party or Substitute Constructing Party (as applicable), as policies are renewed, replaced, or modified.
5. The foregoing insurance coverage must be maintained in force at all times during the construction of the Kinston Improvements.

Exhibit C
to
Lot Development Agreement

FINISHED LOT STANDARD

“Finished Lot Standard” means, without limitation, the following improvements on, to or with respect to the Builder Lots, offsite in connection with the Builder Lots, or in public streets or tracts in the locations as required by all Approving Authorities and utility providers, and substantially in accordance with the Kinston Plans so that each Builder Lot is eligible for the issuance of a building permit therefore for the construction of Builder’s intended homes and thereafter the issuance of a certificate of occupancy upon completion of such homes thereon, and all other work as specifically provided below:

- (a) overlot grading together with corner pins for each Lot installed in place, graded to match the specified lot drainage template within the Kinston Plans;
- (b) water and sanitary sewer mains and other required installations in connection therewith identified in the Kinston Plans, including required valve boxes and meter pits, substantially in accordance with the Kinston Plans approved by the Approving Authorities, together with appropriate markers;
- (c) storm sewer mains, inlets and other associated storm drainage improvements pertaining to the Lots in the public streets as shown on the Kinston Plans;
- (d) curb, gutter, asphalt, sidewalks, street striping, street signage, street lights, traffic signs and traffic signals (if any are required by the Approving Authorities), in the private and/or public streets as shown on the Kinston Plans;
- (e) sanitary sewer service stubs connected to the foregoing sanitary sewer mains, installed into each respective Lot to under and extending past the location of the sidewalk on that lot, together with appropriate markers of the ends of such stubs;
- (f) water service stubs connected to the foregoing water mains installed into each lot to under and extending past the sidewalk on that Lot, together with appropriate markers of the ends of such stubs;
- (g) gas lines installed in an easement on or adjacent to all of the Lots;
- (h) electric lines installed in an easement on or adjacent to all of the Lots;
- (i) telephone and cable lines, and transformers and pedestals related to the same, to service all of the Lots installed in the public street adjacent to each lot or in an easement on or adjacent to such Lot;

Exhibit D
to
Lot Development Agreement

REQUIREMENTS FOR PUBLIC CONTRACTS (METROPOLITAN DISTRICT)

All Contracts entered into between any Services Providers and the Metropolitan District shall:

- i. Allow for the automatic assignment, without need for further action, of all of the Metropolitan District's rights under the Contract (including, without limitation, the warranty and indemnity provisions thereof), on a non-exclusive basis, to RICHMOND AMERICAN HOMES OF COLORADO, INC. ("Builder"), in the event that Builder provides written notice to the Metropolitan District of Builder's election to assume and take over the construction of the work;
- ii. Identify Builder as an intended third-party beneficiary of the Contract;
- iii. Require the Service Provider to name Builder as an additional insured on all required insurance maintained by the Service Provider, except for Workers Compensation Insurance and Professional Liability Insurance;
- iv. Require the Service Providers to provide a warranty on materials and workmanship supplied by such Service Provider for a period coterminous with the warranty period required by the governmental authority to whom the work will be dedicated, if applicable, but in no event less than one year from the date of Final Completion;
- v. Require the Service Provider to perform its work in accordance with the Construction Standard (as defined in the Lot Development Agreement);
- vi. Require the Service Provider to indemnify, defend, and hold harmless the Metropolitan District and Builder from all claims and causes of action arising from the negligent acts or omissions or intentional misconduct of the Service Provider or its employees or agents;
- vii. Require retainage in an amount in compliance with Section 24-91-103(1), C.R.S.;
- viii. Provide the Metropolitan District the right, but not the obligation, to pay subcontractors and suppliers of the Service Provider directly or by joint check (to the maximum extent allowable by law); and
- ix. Provide for no limitation on remedies against the Service Provider for a default except: (i) the prohibition of recovery of punitive damages; and (ii) the Contract may provide for the recovery of either consequential damages or liquidated damages for delays.

Exhibit E
to
Lot Development Agreement

REQUIREMENTS FOR PRIVATE CONTRACTS (DEVELOPER)

All Contracts entered into between any Services Providers and the Developer shall:

- i. Allow for the automatic assignment, without need for further action, of all of the Developer's rights under the Contract (including, without limitation, the warranty and indemnity provisions thereof), on a non-exclusive basis, to RICHMOND AMERICAN HOMES OF COLORADO, INC. ("Builder"), in the event that Builder provides written notice to the Developer of Builder's election to assume and take over the construction of the work;
- ii. Identify Builder as an intended third-party beneficiary of the Contract;
- iii. Require the Service Provider to name Builder as an additional insured on all required insurance maintained by the Service Provider, except for Workers Compensation Insurance and Professional Liability Insurance;
- iv. Require the Service Providers to provide a warranty on materials and workmanship supplied by such Service Provider for a period coterminous with the warranty period required by the governmental authority to whom the work will be dedicated, if applicable, but in no event less than one year from the date of Final Completion;
- v. Require the Service Provider to perform its work in accordance with the Construction Standard (as defined in the Lot Development Agreement);
- vi. Require the Service Provider to indemnify, defend, and hold harmless the Developer and Builder from all claims and causes of action arising from the negligent acts or omissions or intentional misconduct of the Service Provider or its employees or agents;
- vii. Require retainage in an amount of at least 10% of the amounts payable to the Service Provider, until the Service Provider has achieved Final Completion of the work and, if applicable, the governmental authority to whom the work will be dedicated has granted initial acceptance of the work;
- viii. Provide the Developer the right, but not the obligation, to pay subcontractors and suppliers of the Service Provider directly or by joint check; and
- ix. Provide for no limitation on remedies against the Service Provider for a default except: (i) the prohibition of recovery of punitive damages; and (ii) the Contract may provide for the recovery of either consequential damages or liquidated damages for delays.

Exhibit F
to
Lot Development Agreement

KINSTON CONSTRUCTION SCHEDULE

[See attached]

Item	Description	Quantity	Unit	Start Date	End Date	Notes
1	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
2	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
3	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
4	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
5	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
6	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
7	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
8	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
9	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
10	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
11	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
12	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
13	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
14	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
15	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	
16	Final Review	1	Day	Thu 01/22/22	Thu 01/22/22	
17	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
18	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
19	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
20	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
21	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
22	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
23	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
24	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
25	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
26	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
27	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
28	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
29	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
30	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
31	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
32	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	
33	Final Review	1	Day	Thu 01/22/22	Thu 01/22/22	
34	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
35	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
36	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
37	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
38	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
39	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
40	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
41	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
42	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
43	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
44	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
45	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
46	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
47	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
48	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
49	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	
50	Final Review	1	Day	Thu 01/22/22	Thu 01/22/22	
51	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
52	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
53	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
54	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
55	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
56	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
57	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
58	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
59	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
60	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
61	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
62	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
63	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
64	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
65	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
66	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	
67	Final Review	1	Day	Thu 01/22/22	Thu 01/22/22	
68	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
69	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
70	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
71	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
72	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
73	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
74	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
75	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
76	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
77	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
78	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
79	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
80	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
81	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
82	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
83	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	
84	Final Review	1	Day	Thu 01/22/22	Thu 01/22/22	
85	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
86	Site Prep	1	Day	Thu 01/22/22	Thu 01/22/22	
87	Excavation	1	Day	Thu 01/22/22	Thu 01/22/22	
88	Foundation	1	Day	Thu 01/22/22	Thu 01/22/22	
89	Structure	1	Day	Thu 01/22/22	Thu 01/22/22	
90	Roofing	1	Day	Thu 01/22/22	Thu 01/22/22	
91	Interior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
92	Exterior Finishes	1	Day	Thu 01/22/22	Thu 01/22/22	
93	Site Work	1	Day	Thu 01/22/22	Thu 01/22/22	
94	Final Inspection	1	Day	Thu 01/22/22	Thu 01/22/22	
95	Handover	1	Day	Thu 01/22/22	Thu 01/22/22	
96	Contingency	1	Day	Thu 01/22/22	Thu 01/22/22	
97	Subcontractor	1	Day	Thu 01/22/22	Thu 01/22/22	
98	Permitting	1	Day	Thu 01/22/22	Thu 01/22/22	
99	Design	1	Day	Thu 01/22/22	Thu 01/22/22	
100	Construction	1	Day	Thu 01/22/22	Thu 01/22/22	

Exhibit H
to
Lot Development Agreement

INITIAL IMPROVEMENTS BUDGET

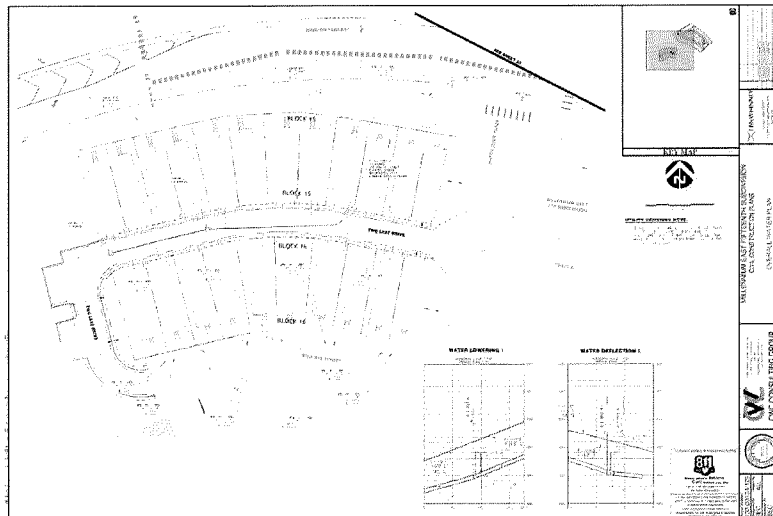
[See attached]

EXHIBIT: RICHMOND IMPROVEMENTS / FINANCIAL SECURITY - Second Duplex Takedown

Date: 3/23/23

LOT DELIVERY:

- Alley Duplex Lots (22)
- Millennium East 15th Subdivision
- Plat Recorded 6.10.22



PUBLIC IMPROVEMENTS - for 2nd Duplex Takedown

ITEM	AMOUNT		
Survey / Construction Staking	\$11,000.00		
Compaction / Materials Testing	\$10,560.00		
Engineer Support/Record Drawings /CM	\$36,144.00		
Mobilization / Traffic Control / Removals	\$60,000.00		
Erosion Control / Environmental	\$12,190.00		
Overlot Grading	\$0.00		
Sanitary Sewer	\$101,724.00		
Water System	\$11,500.00		
Storm Drainage	\$0.00		
Concrete	\$139,536.00		
Streets / Paving	\$98,419.00		
Landscaping - Water Rights/Tap Fees	\$0.00		
Landscaping & Hardscape per SDP	\$60,000.00		
Trails and Access Paths	\$0.00		
Dry Utility Related - Public	\$24,200.00		
Contingency (10% of Hard Costs)	\$50,756.00		
PUBLIC IMPROVEMENTS TOTAL	\$616,029.00		
		FUNDING/SECURITY: Richmond Escrow	FUNDING/SECURITY: Metro District
		\$616,029.00	\$0.00
	Richmond ProRata Share =	100.0%	

PRIVATE IMPROVEMENTS - for 2nd Duplex Takedown

ITEM	AMOUNT	BUDGET BASIS	
Inspections/Constr. Admin and Mgmt	\$6,151.00		
Lot Grading	\$10,000.00		
Conduit, Xcel Gas, City Electric, Mailboxes	\$157,493.00		
Contingency (10% of Hard Costs)	\$16,749.00		
PRIVATE IMPROVEMENTS TOTAL	\$190,393.00		
		FUNDING/SECURITY: Richmond Escrow	FUNDING/SECURITY: Metro District
		\$190,393.00	\$0.00
	Richmond ProRata Share =	100%	

TOTAL DEVELOPMENT COST BUDGET			
	\$806,422.00	\$806,422.00	\$0.00

Per Lot (22) = \$ 36,655.55

Exhibit I
to
Lot Development Agreement

FORM OF BUILDER LETTER OF CREDIT

[See attached]

HOMEAMERICAN MORTGAGE CORPORATION
IRREVOCABLE LETTER OF CREDIT

ISSUE DATE: _____, 202__ EXPIRY DATE: _____, 20__
AT 3:00 P.M. DENVER TIME

LETTER OF CREDIT NUMBER: XXX-XXXXX

AMOUNT: U.S. \$ _____
[_____]

BENEFICIARY:

FIDELITY NATIONAL TITLE COMPANY
1401 17TH STREET, SUITE 480
DENVER, COLORADO 80202
ATTN: MS. TERESA HOTT

APPLICANT:

RICHMOND AMERICAN HOMES OF
COLORADO, INC.
4350 SOUTH MONACO STREET
DENVER, COLORADO 80237

GENTLEMEN,

HOMEAMERICAN MORTGAGE CORPORATION (“ISSUER”) HEREBY ISSUES IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT (“LETTER OF CREDIT”), WHICH IS AVAILABLE AGAINST PRESENTATION OF YOUR DRAFTS ON US AT SIGHT. DRAFTS MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND THE SIGNED STATEMENT ADDRESSED TO US IN THE FORM ATTACHED HERETO AS ATTACHMENT “A” AND INCORPORATED HEREIN BY THIS REFERENCE.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, THIS LETTER OF CREDIT SHALL REMAIN IN FORCE UNTIL THE EXPIRY DATE SPECIFIED ABOVE, OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

IF CANCELLATION OF THIS LETTER OF CREDIT IS REQUIRED BEFORE THE EXPIRY DATE HEREIN AS EXTENDED FROM TIME TO TIME, THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE RETURNED TO US ACCOMPANIED BY THE BENEFICIARY’S LETTER REQUESTING CANCELLATION IN THE FORM ATTACHED HERETO AS ATTACHMENT “B.”

SPECIAL CONDITIONS:

THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE REDUCED UPON RECEIPT BY ISSUER FROM BENEFICIARY OF A FULLY EXECUTED REDUCTION CERTIFICATE (THE “CERTIFICATE”) IN THE FORM ATTACHED HERETO AS ATTACHMENT “B” AND INCORPORATED HEREIN BY THIS REFERENCE. UPON RECEIPT BY ISSUER OF SUCH CERTIFICATE, THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED IN THE AMOUNT OF THE CERTIFICATE WITHOUT AMENDMENT IN ACCORDANCE THEREWITH; IN THE ALTERNATIVE, AND IN ITS SOLE DISCRETION, ISSUER MAY ISSUE A SUBSTITUTE LETTER OF CREDIT TO

BENEFICIARY IN THE THEN AVAILABLE AMOUNT, LESS THE AMOUNT OF THE CERTIFICATE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, WE NOTIFY YOU IN WRITING BY REGISTERED MAIL, CERTIFIED MAIL, OR OVERNIGHT COURIER SERVICE, AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

DRAFTS DRAWN HEREUNDER MUST INDICATE THIS LETTER OF CREDIT NUMBER.

PARTIAL DRAWS ARE PERMITTED UNDER THIS LETTER OF CREDIT. ISSUER'S HONOR OF A PARTIAL DRAW SHALL CORRESPONDINGLY REDUCE THE AMOUNT OF CREDIT AVAILABLE UNDER THIS LETTER OF CREDIT. FOLLOWING A PARTIAL DRAW, ISSUER SHALL RETURN THIS ORIGINAL LETTER OF CREDIT AND ORIGINAL AMENDMENTS IF ANY TO BENEFICIARY WITH THE PARTIAL DRAW NOTED HEREON; IN THE ALTERNATIVE, AND IN ITS SOLE DISCRETION, ISSUER MAY ISSUE A SUBSTITUTE LETTER OF CREDIT TO BENEFICIARY IN THE THEN AVAILABLE AMOUNT, LESS ANY PARTIAL DRAW(S).

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF THE DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT THAT THE SAME SHALL BE HONORED UPON PRESENTATION AND DELIVERY OF DOCUMENTS SPECIFIED ABOVE TO THE DRAWEE AT 4350 SOUTH MONACO STREET, SUITE 500, DENVER, COLORADO 80237, IF DRAWN AND NEGOTIATED ON OR BEFORE THE EXPIRY DATE STATED ABOVE, OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 600, AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF COLORADO WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

BY: _____

L. Ludwell Jones IV
Vice President and Treasurer

ATTACHED TO AND FORMING PART OF LETTER OF CREDIT
NO. XXX-XXXXX
PAGE 4

ATTACHMENT "A"

DATE: _____

HOMEAMERICAN MORTGAGE CORPORATION
4350 SOUTH MONACO STREET, SUITE 500
DENVER, COLORADO 80237
ATTN: LETTER OF CREDIT DEPARTMENT

RE: LETTER OF CREDIT NO. XXX-XXXXX

BENEFICIARY IS ENTITLED TO DRAW ON THIS LETTER OF CREDIT UPON
PRESENTATION OF THEIR DRAFTS AT SIGHT ACCOMPANIED BY THE ORIGINAL
OF THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT:

PLEASE INITIAL:

_____ A. "FIDELITY NATIONAL TITLE COMPANY ("BENEFICIARY")
HEREBY CERTIFIES THAT BENEFICIARY HAS SUBMITTED A NOTICE
TO RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE
CORPORATION ("APPLICANT") IN ACCORDANCE WITH THE
PROVISIONS OF SECTION 6.1.6 OF THAT CERTAIN LOT DEVELOPMENT
AGREEMENT - PHASE [], EFFECTIVE ON OR ABOUT
_____, 202__, AS MAY BE AMENDED FROM TIME TO TIME, BY
AND AMONG THE APPLICANT, CENTERRA EAST DEVELOPMENT, INC.,
A DELAWARE CORPORATION, AND KINSTON METROPOLITAN
DISTRICT NO. 1 (THE "AGREEMENT") STATING THAT APPLICANT HAS
FAILED TO DELIVER [A BUILDER PROGRESS PAYMENT (AS DEFINED
IN THE AGREEMENT) DUE AND PAYABLE IN ACCORDANCE WITH THE
PROVISIONS OF SECTION 6.2.3 OF THE AGREEMENT][THE FINAL
INSTALLMENT OF BUILDER'S SHARE (AS DEFINED IN THE
AGREEMENT) IN ACCORDANCE WITH THE PROVISIONS OF SECTION
6.3.3 OF THE AGREEMENT] ON THE DATE UPON WHICH THE SAME WAS
DUE AND PAYABLE UNDER THE AGREEMENT, (II) THE THREE (3) DAY
CURE PERIOD FOR PAYMENT OF THE SAME HAS EXPIRED, AND (III)
SUCH [BUILDER PROGRESS PAYMENT][FINAL INSTALLMENT OF
BUILDER'S SHARE] REMAINS UNPAID. THEREFORE, BENEFICIARY IS
ENTITLED TO DRAW UNDER THE LETTER OF CREDIT AND DISBURSE
THE PROCEEDS AS PROVIDED IN THE AGREEMENT.

OR

_____ B. "(I) FIDELITY NATIONAL TITLE COMPANY ("BENEFICIARY")
HEREBY CERTIFIES THAT BENEFICIARY HAS RECEIVED NOTICE FROM
HOMEAMERICAN MORTGAGE CORPORATION ("ISSUER") THAT IT HAS
ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR AN

ADDITIONAL PERIOD BEYOND THE CURRENT EXPIRATION DATE, (II) THE OBLIGATIONS OF RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION (“APPLICANT”) UNDER THAT CERTAIN LOT DEVELOPMENT AGREEMENT – PHASE [___], EFFECTIVE ON OR ABOUT _____, 202__, AS MAY BE AMENDED FROM TIME TO TIME, BY AND AMONG THE APPLICANT, CENTERRA EAST DEVELOPMENT, INC., A DELAWARE CORPORATION, AND KINSTON METROPOLITAN DISTRICT NO. 1 (THE “AGREEMENT”) SECURED BY THE LETTER OF CREDIT REMAIN OUTSTANDING, AND (III) APPLICANT HAS FAILED TO DELIVER TO BENEFICIARY WITHIN THIRTY (30) DAYS OF RECEIPT OF THE NOTICE OF NON-EXTENSION FROM ISSUER EITHER A REPLACEMENT LETTER OF CREDIT IN THE AMOUNT OF THE REMAINING BUILDER’S SHARE (AS DEFINED IN SECTION 6.1.4 OF THE AGREEMENT) OR REPLACEMENT FUNDS (AS DEFINED IN SECTION 6.1.4 OF THE AGREEMENT). THEREFORE, BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT AND DISBURSE THE PROCEEDS AS PROVIDED IN THE AGREEMENT.”

FIDELITY NATIONAL TITLE COMPANY

BY: _____
NAME: _____
TITLE: _____

ATTACHMENT "B"

DATE: _____

HOMEAMERICAN MORTGAGE CORPORATION
4350 SOUTH MONACO STREET, SUITE 500
DENVER, COLORADO 80237
ATTN: LETTER OF CREDIT DEPARTMENT

RE: LETTER OF CREDIT NO. XXX-XXXXX

WE REQUEST THAT THE FOLLOWING ACTION(S) BE TAKEN AS EVIDENCED BY
OUR INITIALS AND SIGNATURE BELOW:

PLEASE INITIAL:

_____ REDUCE THE AMOUNT FROM \$_____ TO \$_____

_____ CANCEL THIS LETTER OF CREDIT EFFECTIVE
IMMEDIATELY. ENCLOSED HERewith ARE THE ORIGINAL
LETTER OF CREDIT DOCUMENTS, INCLUDING THE
AMENDMENTS THERETO.

(NOTE: IF ANY OF THESE DOCUMENTS ARE NOT INCLUDED WITH THIS LETTER,
YOU MUST SPECIFY EACH MISSING DOCUMENT AND EXPLAIN THE REASON WHY
THEY ARE NOT BEING RETURNED.)

FIDELITY NATIONAL TITLE COMPANY

BY: _____
NAME: _____
TITLE: _____

Exhibit J-1
to
Lot Development Agreement

DRAW REQUEST
(FOR PUBLIC IMPROVEMENTS)

DRAW REQUEST NUMBER: ____

DATE: _____, 20__

CONSTRUCTING PARTY: Kinston Metropolitan District No. 1

ESCROW AGENT: Fidelity National Title Insurance Company

PROJECT: Kinston

Reference is made to that certain Lot Development Agreement dated as of _____, 20__, by and among Centerra East Development, Inc., a Delaware corporation, Kinston Metropolitan District No. 1, and Builder relating to the above referenced Project (as amended or otherwise modified from time to time, the "Lot Development Agreement"). Capitalized terms used herein without definition have the meanings set forth in the Lot Development Agreement, unless the context requires otherwise.

1. The Metropolitan District requests that Escrow Agent disburse cash in the total amount of \$_____ ("Progress Payment") from the Public Funds Escrow Account to the Service Provider(s) as further described in the attached Schedule 1.

2. In connection with the requested disbursement of the Progress Payment, the Metropolitan District hereby represents, warrants and certifies to Escrow Agent and Builder as follows:

2.1 Attached are true and correct copies of (a) conditional lien or claim waivers (conditional only on the payment of the amount due) from all Service Providers covered thereunder for the amounts to be paid in connection with the requested disbursement, (b) invoices for all amounts sought to be paid in connection with the requested disbursement, (c) to the extent not previously provided, unconditional lien or claim waivers from all Service Providers paid from prior Draw Requests (for Public Improvements), (d) a Progress Report as of the date of the Draw Request (for Public Improvements), and (e) an engineer's certificate that the Construction Standard has been satisfied for all work that is the subject of the Draw Request (for Public Improvements);

2.2 The Metropolitan District is not subject to an Event of Default under the Lot Development Agreement;

2.3 The Metropolitan District has satisfied all conditions precedent to the funding of the Draw Request (for Public Improvements) as set forth in the Lot Development Agreement;

2.4 The sum of all Kinston Budgeted Costs expended to date for Kinston Public Improvements does not exceed the total Kinston Budgeted Costs, or if such Costs do exceed the Kinston Budgeted Costs, attached hereto is a listing of Cost Overruns;

2.5 All Service Providers have been paid or will be paid for their services provided to date, subject to retainage, with the proceeds of this Draw Request (for Public Improvements);

2.6 All insurance required to be maintained by the Metropolitan District remains in full force, in the amounts and types required under the Lot Development Agreement, and issued by insurers as required under the Lot Development Agreement; and

2.7 All Kinston Public Improvements covered by this Draw Request (for Public Improvements) have been completed in accordance with the Construction Standard and the applicable Contract(s) and should now be paid, and all Costs incurred in connection with such Kinston Improvements either have been paid or will be paid out of the proceeds of this Draw Request (for Public Improvements).

[remainder of page intentionally left blank; signature pages follow]

METROPOLITAN DISTRICT:

KINSTON METROPOLITAN DISTRICT NO. 1

By: _____
Name: _____
Title: _____

DEVELOPER:

CENTERRA EAST DEVELOPMENT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

KINSTON

SCHEDULE 1 TO DRAW REQUEST NUMBER ____

[**NTD**: INCLUDE SPECIFIC SERVICE PROVIDER NAME(S)
AND PAYMENT AMOUNT(S)]

Exhibit J-2
to
Lot Development Agreement

DRAW REQUEST
(FOR PRIVATE IMPROVEMENTS)

DRAW REQUEST NUMBER: ____

DATE: _____, 20__

CONSTRUCTING PARTY: CENTERRA EAST DEVELOPMENT, INC., a Delaware corporation

ESCROW AGENT: Fidelity National Title Insurance Company

PROJECT: Kinston, Colorado

Reference is made to that certain Amended and Restated Lot Development Agreement dated as of _____, 20__, by and among Centerra East Development, Inc. a Delaware corporation, The Kinston Metropolitan District No. 1, and Builder relating to the above referenced Project (as amended or otherwise modified from time to time, the “Lot Development Agreement”). Capitalized terms used herein without definition have the meanings set forth in the Lot Development Agreement, unless the context requires otherwise.

1. Developer requests that Escrow Agent disburse cash in the total amount of \$ _____ (“Progress Payment”) from the Private Funds Escrow Account to the Service Provider(s) as further described in the attached Schedule 1.

2. In connection with the requested disbursement of the Progress Payment, Developer hereby represents, warrants and certifies to Escrow Agent and Builder as follows:

2.1 Attached are true and correct copies of (a) conditional lien or claim waivers (conditional only on the payment of the amount due) from all Service Providers covered thereunder for the amounts to be paid in connection with the requested disbursement, (b) invoices for all amounts sought to be paid in connection with the requested disbursement, (c) to the extent not previously provided, unconditional lien or claim waivers from all Service Providers paid from prior Draw Requests (for Private Improvements), (d) a Progress Report as of the date of the Draw Request (for Private Improvements), and (e) an engineer’s certificate that the Construction Standard has been satisfied for all work that is the subject of the Draw Request (for Private Improvements);

2.2 Developer is not subject to an Event of Default under the Lot Development Agreement;

2.3 Developer has satisfied all conditions precedent to the funding of the Draw Request (for Private Improvements) as set forth in the Lot Development Agreement;

2.4 The sum of all Kinston Budgeted Costs expended to date for Kinston Private Improvements does not exceed the total Kinston Budgeted Costs, or if such Costs do exceed the Kinston Budgeted Costs, attached hereto is a listing of Cost Overruns;

2.5 All Service Providers have been paid or will be paid for their services provided to date, subject to retainage, with the proceeds of this Draw Request (for Private Improvements);

2.6 All insurance required to be maintained by Developer remains in full force, in the amounts and types required under the Lot Development Agreement, and issued by insurers as required under the Lot Development Agreement; and

2.7 All Kinston Private Improvements covered by this Draw Request (for Private Improvements) have been completed in accordance with the Construction Standard and the applicable Contract(s) and should now be paid, and all Costs incurred in connection with such Kinston Improvements either have been paid or will be paid out of the proceeds of this Draw Request (for Private Improvements).

DEVELOPER:

CENTERRA EAST DEVELOPMENT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

KINSTON

SCHEDULE 1 TO DRAW REQUEST NUMBER ____

**[NTD: INCLUDE SPECIFIC SERVICE PROVIDER NAME(S)
AND PAYMENT AMOUNT(S)]**

Exhibit K
to
Lot Development Agreement
ENGINEER'S CERTIFICATE

[See attached]

FORM OF DISTRICT ENGINEER’S CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Before me, the undersigned, personally appeared _____ who, being by me first duly sworn on oath deposes and says:

1. That he/she is a licensed engineer duly qualified and with sufficient experience to issue a professional opinion respecting the fitness and condition of the improvements, quantities and costs described in Exhibit 1 attached hereto which have been constructed and are proposed to be conveyed or dedicated to Kinston Metropolitan District No. ____ (the “District”), the City of Loveland (the “City”), County of Larimer (the “County”) or to third parties pursuant to that certain Lot Development Agreement by and between the District, Centerra East Development, Inc., and [insert Builder names] dated _____, 202__ (the “Agreement”).

2. That he/she has inspected and otherwise examined the improvements described in Exhibit 1 attached hereto (the “Improvements”), and has reviewed the quantities and costs itemized therein.

3. That he/she found the Improvements to be in satisfactory form and condition and that it is his/her professional opinion that the Improvements are fit for the purpose intended by the Agreement and have been installed in conformance with the approve construction plans and specifications and the requirements of the City and County and any other applicable authority and that he/she has no knowledge of any defects in such Improvements.

4. That he/she found the quantities and costs set forth in Exhibit 1 to be reasonable and consistent with costs of similar Improvements constructed for similar purposes and in conformance with the Agreement.

[ENGINEER]

By: _____
Its: _____

Subscribed and sworn to before me this ____ day of _____, 20 ____.
My commission expires: _____

Notary Public

Exhibit 1 to
District Engineer's Certificate

APPLICATION AND CERTIFICATION FOR PAYMENT
TO OWNER: PROJECT: **DOCUMENT G702**
APPLICATION NO: 0

PAGE ONE OF PAGES

Distribution to:

DISTRICT
DISTRICT ENGINEER
CONTRACTOR
BUILDERS

PERIOD TO:

VIA DISTRICT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 0.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE: a. % of Completed Work \$ 0.00

b. % of Stored Material \$ Included in above

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by District		
Total approved this Month	\$0.00	\$0.00
TOTALS		
NET CHANGES by Change Order		\$0.00

DISTRICT ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the District Engineer certifies to the district that to the best of their ability, knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

DISTRICTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
				WORK COMPLETED THIS PERIOD						
	<i>(Fill in & break down contract values)</i>									
	<i>(Add any change order(s) descriptions)</i>									
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

After recording, please return to:

Kristin M. Walker, Esq.
 Polsinelli, PC
 1401 Lawrence Street, Suite 2300
 Denver, Colorado 80202

**SUPPLEMENT TO
 DISPUTE RESOLUTION COVENANT
 (KMD1 Annexation)**

This SUPPLEMENT TO DISPUTE RESOLUTION COVENANT (this “**Supplement**”) is made this _____ day of _____, 202__ (the “**Effective Date**”) by **CENTERRA EAST DEVELOPMENT, INC.**, a Delaware corporation (“**Founder**”), and the undersigned joining landowner (the “**Joining Landowner**”).

RECITALS

A. Founder is the “**Founder**” under that certain Dispute Resolution Covenant, recorded in the official real property records of Larimer County, Colorado on June 18, 2020, at Reception No. 20200043891 (as the same has been or may be supplemented and amended from time to time, the “**Declaration**”). Capitalized terms used in this Supplement without definition have the meanings assigned to them in the Declaration.

B. Pursuant to Section 1.2 and Section 2.2 of the Declaration, Founder may cause any real property not previously subject to the Declaration to become subject to it, with the consent of the owner of such real property to the extent Founder is not the owner.

C. Founder and the Joining Landowner own the real property legally described on the attached Exhibit A (the “**Annexed Property**”). Founder desires to make the Annexed Property subject to the Declaration, and the Joining Landowner, by execution below, consents.

SUPPLEMENT

NOW THEREFORE, Founder hereby supplements the Declaration and declares as follows:

1. Annexation. Pursuant to Section 1.2 and Section 2.2 of the Declaration, the Annexed Property is hereby annexed into and made a part of the Property. From and after the

[Supplemental Dispute Resolution Covenant- KMD No.1 Annexation – Millennium East 14th & 16th Subdivision Plats]

Effective Date, the term “Property” as used in the Declaration shall be deemed to include the Annexed Property. In accordance with the foregoing, the Annexed Property will be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to, and be benefited by, the restrictions and other provisions set forth in the Declaration.

2. Effect; Conflicts. Except as supplemented by this Supplement, the Declaration remains in full force and effect in accordance with its terms. In the event of any conflict between the Declaration and this Supplement, this Supplement shall control.

[The remainder of this page is intentionally left blank. The signature page follows.]

[Supplemental Dispute Resolution Covenant- KMD No.1 Annexation – Millennium East 14th & 16th Subdivision Plats]

EXHIBIT A
Annexed Property

Outlots A, P, U & V

**Millennium East Fourteenth Subdivision,
City of Loveland, County of Larimer, State of Colorado,
recorded on March 11, 2022, as Reception No. 20220016371 with the Clerk and
Recorder, Larimer County, Colorado.**

Outlots C through F, inclusive

Tract A

**Millennium East Sixteenth Subdivision,
City of Loveland, County of Larimer, State of Colorado,
recorded on June 10, 2022, as Reception No. 20220037098 with the Clerk and
Recorder, Larimer County, Colorado.**

Outlots M, N & O

Tract B

**Millennium East 15th Subdivision,
City of Loveland, County of Larimer, State of Colorado,
recorded on June 10, 2022, as Reception No. 20220037090 with the Clerk and
Recorder, Larimer County, Colorado.**

*[Supplemental Dispute Resolution Covenant- KMD No.1 Annexation – Millennium East 14th &
16th Subdivision Plats]*

After recording, please return to:

Kristin M. Walker, Esq.
 Polsinelli, PC
 1401 Lawrence Street, Suite 2300
 Denver, Colorado 80202

NO DOCUMENTARY FEE REQUIRED

Quit Claim Deed

(Pursuant to C.R.S. § 38-30-116)

On this ____ day of _____, 202__, **CENTERRA EAST DEVELOPMENT, INC.**, a Delaware corporation (“Grantor”), whose address is 1800 Wazee Street, Suite 200, Denver, Colorado 80202, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quitclaims to **KINSTON METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), whose address is 2725 Rocky Mountain Avenue, Suite 200, Loveland, Colorado 80538, the following real property in the County of Larimer, State of Colorado, to wit (the “Subject Property”):

Outlots A, P, U & V

**Millennium East Fourteenth Subdivision,
 City of Loveland, County of Larimer, State of Colorado,
 recorded on March 11, 2022, as Reception No. 20220016371 with the Clerk and
 Recorder, Larimer County, Colorado.**

Outlots C through F, inclusive**Tract A**

**Millennium East Sixteenth Subdivision,
 City of Loveland, County of Larimer, State of Colorado,
 recorded on June 10, 2022, as Reception No. 20220037098 with the Clerk and
 Recorder, Larimer County, Colorado.**

Outlots M, N & O**Tract B**

**Millennium East 15th Subdivision,
 City of Loveland, County of Larimer, State of Colorado,
 recorded on June 10, 2022, as Reception No. 20220037090 with the Clerk and
 Recorder, Larimer County, Colorado.**

TO HAVE AND TO HOLD, the same, together with all and singular appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title and interest, and claim whatsoever, of the Grantor, either in law or in equity, to the proper use, benefit and behalf of the Grantee, and Grantee’s successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth below to be effective as of the Effective Date above.

CENTERRA EAST DEVELOPMENT, INC.,
a Delaware corporation

By _____
Bethany Johnson
EVP, General Counsel

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Bethany Johnson, EVP, General Counsel of CENTERRA EAST DEVELOPMENT, INC., a Delaware corporation.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

**RESOLUTION OF
THE BOARDS OF DIRECTORS OF
KINSTON METROPOLITAN DISTRICT NO. 1
REGARDING DISTRICT FACILITIES**

WHEREAS, the Kinston Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District’s Boards of Directors (the “Boards”) has authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and of the District; and

WHEREAS, pursuant to Colorado law and the District’s Service Plan, the District has the power to provide for parks and recreational facilities and programs and is empowered to regulate the use of and access to property it owns pursuant to § 32-1-1001(1)(f), C.R.S.; and

WHEREAS, the District owns, operates and maintains Park and Recreation Facilities at the District for the use and benefit of its residents, taxpayers, and the public (the “Park and Recreation Facilities”); and

WHEREAS, to preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District desires to establish rules for public use of the Park and Recreation Facilities.

NOW, THEREFORE, the Board of Directors of the District resolves as follows:

1. Rules for Public Use of Park. The Board hereby establishes and adopts rules and regulations regarding the public use of Park and Recreation Facilities as set forth in Exhibit A attached hereto and incorporated herein by this reference (the “Park Use Rules”).
2. Rules for Use of Facilities. The Board hereby establishes and adopts rules and regulations regarding the public use of the Park and Recreation Facilities for any events contained within the Park and Recreation Facilities as set forth in Exhibit B attached hereto and incorporated herein by this reference (the “Facility Rules”).
3. First Amendment Demonstration Permits. Permits are required for events involving protests, marches and/or any other form of protected speech activity. The Application for First Amendment Demonstration Permit attached hereto as Exhibit C must be submitted and processed in advance of any event for which a permit is required.
4. Event License. Licenses are required to reserve space within a District-Owned Park and Recreation Facility. The Application for Event License, for events not involving protests, marches and/or any other form of protected speech activity, attached hereto as Exhibit D must be submitted and processed in advance of any event for which a license is required.
5. District Representative. The Board delegates the District Manager (“Manager”) as District representative for purposes of distributing the Park Use Rules, Facility Rules, Application for First Amendment Demonstration Permit and Application for Event License, and for receiving and

processing the respective Application for Permit or License. The Manager shall inform the Board of permit and/or license applications submitted and processed, and if any application is denied, the reasons for denial.

6. Enforcement. The District will advise City of Loveland Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.

7. Modification. The District may change, modify, or amend these Park Use Rules and Facility Rules at any time.

8. Prior Rules Superseded. The Park Use Rules shall supersede any previous rules regarding Park and Recreation Facility use.

9. Authority. The Board has the authority to adopt Park and Recreation Facility specific fees and rules at its discretion.

ADOPTED AND APPROVED THIS 1ST DAY OF JUNE, 2023.

KINSTON METROPOLITAN DISTRICT NO. 1

By: Tim Depeder, Vice-President

EXHIBIT A

Park Use Rules

1. **Applicability of Laws.** In addition to existing local, state and federal laws, hereunder enumerated are the laws of the Park and Recreation Facility.
2. **Injury to Property and Plants.** No person shall abuse, deface, damage, remove, destroy, or vandalize any property, sculptures and related fixtures, or other features within the Park and Recreation Facility, nor shall any person injure or gather trees, shrubs, plants, or other growing items within the Park and Recreation Facility.
3. **Signs and Notices.** No person shall deface or injure any signs or notices placed in the Park and Recreation Facility by the Districts, the City, or any other governmental entity.
4. **Trash and Dumping of Trash/Refuse.** All litter, trash, recycling and debris must be properly disposed of. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed inside a trash receptacle must be removed from the property by the user(s).
5. **Wading and Swimming.** Any wading or swimming in any fountain or man-made water feature located within the Park and Recreation Facility will be subject to such rules, regulations, and restrictions as the Districts may post on signs located adjacent to the water feature(s). Wading or swimming in any natural ponds, streams, drainage swales or similar is strictly prohibited.
6. **Pets.** All pets in the Park and Recreation Facility must be on a leash and under the control of the owner at all times. All pet waste must be immediately removed in appropriate pick-up bags by the owner.
7. **Sales, Solicitations, and Advertising.** Unless otherwise granted a permit by the Districts or Manager, no person shall sell or offer for sale any goods or services in the Park and Recreation Facility, nor shall any person advertise, solicit for any purpose, or display any sign within any portion of the Park and Recreation Facility.
8. **Fireworks, Fires or Open Flames, Model Rockets.** Discharge or use of projectiles or fireworks is prohibited. Open flames, grills, and candles are prohibited, subject to permitting.
9. **Weapons and Firearms.** Possession, carrying, display, brandishing, or use of any weapon or firearm is regulated by local and state laws and ordinances.
10. **Alcoholic Beverages.** Unless properly permitted by state law and approved by Manager in connection with an Event, no person shall consume or sell alcoholic beverages in any portion of the Park and Recreation Facility.
11. **Vehicles and Traffic.** Unless granted a permit in connection with an approved Event, no motorized vehicles including but not limited to golf carts, automobiles, motorized scooters, motorized skateboards, hoverboards, motorized bicycles, mopeds, and motorcycles, shall be allowed in the Park and Recreation Facility except those operated by the Districts and appropriate law enforcement agencies. Bicycles and non-motorized scooters shall be permitted only in

specifically designated areas and shall be operated at all times with reasonable care for the safety of others.

12. **Glass.** Glass is not permitted in any form in the Park and Recreation Facility.
13. **Possession of Illegal Drugs or Paraphernalia; Public Consumption of Marijuana Products.** In addition to existing state and federal laws, the possession of any illegal drug, substance or drug paraphernalia is prohibited. The public consumption of any marijuana product is prohibited.
14. **Amplification and Noise.** Amplified sound is prohibited, unless otherwise granted by a permit from the Districts or Manager.
15. **Disposables.** Balloons, birdseed, rice, and confetti are prohibited.
16. **Disruption of District Business.** Disruption of any District business, event, or other sponsored activity is prohibited.
17. **Structures.** No overnight camping, tents, enclosures, or other unpermitted structures such as air castles, pools, or water slides unless otherwise permitted by the District.
18. **Enforcement.** The District will advise City of Loveland Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.
19. **Park and Recreation Facilities Hours.** Unless modified by the Districts or Manager for Events or other coordinated activities, the Park and Recreation Facilities shall be open daily to the general public between the hours of 8:00 a.m. and 10:00 p.m.
20. **Permits/Licenses & Facility Rules.** Permits and/or licenses are required for private events held in the Park and Recreation Facilities and must be in compliance with District's Park Use and Facility Rules. For events involving protests, marches, and/or any other form of protected speech related activity, the Application for First Amendment Demonstration Permit must be submitted in advance of any applicable event. For any other event, the Event License Agreement must be submitted in advance of such event. The permit and/or license may require a non-refundable application fee and a refundable damage deposit. Permits/licenses are not transferrable and must be in the possession of the license/permit holder during the event. Event organizers are required to obtain all applicable permits (e.g., noise, alcohol, street closure) from applicable jurisdictions (e.g., the City of Loveland) and must comply with all applicable state and local statutes, ordinances, rules and regulations. The permit/license holder is responsible for the actions of event attendees.
 - a. **Security Deposit.** A refundable damage deposit is required for all events. The Damage Deposit will be returned following completion of the event if the property used is cleaned and restored to the condition it was in prior to the event. If the property used is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and the permit/license holder will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be refunded.

- b. **Parking Control.** The permit/license holder is responsible for parking control measures as may be required by the District, Manager, City of Loveland and event permit/license agreement.
- c. **Insurance.** The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities.
- d. **Security.** The District may require security services for events, including, but not limited to, events involving provision of alcohol or creating significant risk of injury to person or property to ensure public safety.

EXHIBIT B

Facility Rules

1. Applicable Event permit and/or license must be on display throughout the Event.
2. No items may be permanently attached to District property (e.g., fences, trees, or trash receptacles).
3. Temporary structures, including tents and pavilions, are permitted upon District approval, but may not remain overnight. Any staking with in-ground anchors of temporary structures requires exact staking locations and prior specific approval from the District.
4. Electrical power will not be furnished unless pre-approved.
5. Permittee/Licensee agrees to keep golf carts only on trails and designated walkways. Permittee/Licensee agrees that golf carts will not be driven on any grass, lawn areas, open spaces, native areas at any time.
6. Parking Control. The permit/license holder is responsible for parking control measures as may be required by the District, Manager, City of Loveland and event permit/license agreement.
7. Security. The District may require security services for events, including, but not limited to, events involving provision of alcohol or creating significant risk of injury to person or property to ensure public safety.
8. Set-Up and Tear-Down. Set-up and tear-down must take place between the hours of 7:00 a.m. – 11:00 p.m. the day of the Event. The Park and Recreation Facilities are open from 8 a.m. – 10 p.m. everyday. Permittees/Licensees are able to enter the Park and Recreation Facilities one hour prior to opening for set-up purposes only and remain one hour after Park and Recreation Facilities closing for tear-down purposes only.
9. General Liability Insurance. The District may require general liability insurance to ensure public safety if the Event poses a substantial risk of damage or injury based on the anticipated number of attendees, the nature of the Event and activities involved, and the physical characteristics of the Event site. If general liability insurance is required, the District shall be named as an additional insured. Coverage must be maintained for the duration of the Event, including through set-up and tear-down.
10. Rescheduling Due to Act of God. The District is not responsible for failure to provide the basic facilities and services at the Permit/License Area due to emergencies, catastrophes, or interruptions of public utilities or services. If an Act of God were to occur preventing the Event from taking place as scheduled, the District will allow for the Event to be rescheduled, pending availability, with no penalty. Cancellations due to inclement weather will not be considered for refunds.
11. Conduct. Good order and proper decorum shall be maintained at all times by persons conducting and participating in the Event. Persons will leave District property at the designated conclusion time. The Permittee/Licensee is responsible for security and orderly behavior at the Event.

12. **Damage.** Permittee/Licensee must ensure that the Permit/License Area and any property or improvements located thereon are not damaged in any manner by virtue of the Event and/or Permittee's/Licensee's use of the Permit/License Area. Permittee/Licensee is fully responsible for prompt repair in accordance with the District's instructions, at Permittee's/Licensee's sole expense, of any such damage that occurs. Permittee/Licensee must comply with any instructions of the District concerning use of the Permit/License Area, and must return the Permit/License Area and its facilities to the same state of cleanliness and orderliness as it was prior to Permittee's/Licensee's use.
13. **Alcohol.** Unless all proper permits and insurances are obtained under state law, and/or local ordinance/rule, no person shall consume or sell alcoholic beverages at the Event. **Copies of all permits for consuming alcoholic beverages** must be **submitted** to the District at least **seven (7) days prior to the Event**. Failure to provide such permits within the time period specified herein shall immediately revoke Permittee's/Licensee's ability to sell or permit consumption of alcoholic beverages at the Event.
14. **Photography.** Permittee/Licensee grants to the District an irrevocable, non-exclusive license to use photos taken at the Event for the District's purposes.
15. **Utilities.** Permittee/Licensee shall also pay for any utilities or other services provided for its use of the Permit/License Area over and above the level normally provided by the District. Permittee/Licensee will pay any invoice from the District therefor **within thirty (30) days of receipt**.
16. **Sub-License.** Permittee/Licensee may not sub-license in whole or in part, the Permit/License Area and its facilities.
17. **Security.** Permittee/Licensee is responsible for adequate security and peacekeeping measures during the Event, including all set-up and tear-down. If alcohol will be present, Permittee/Licensee is responsible for (i) establishing a security plan and (ii) procuring private security (one security officer per every hundred attendees). The District must approve Permittee's/Licensee's security plan in the event alcohol is served at least fourteen (14) days prior to the Event.
18. **Termination.** The Permit/License Application may be **terminated by either party upon the giving of seven (7) days written notice**. If terminated by Permittee/Licensee **less than seven (7) days from the Event**, Permittee/Licensee agrees to pay the District **50%** of the Event Fee. If terminated by Permittee/Licensee **less than three (3) days from the Event**, Permittee/Licensee agrees to pay the District **100%** of the Event Fee. Such termination payments shall be paid by Permittee/Licensee (or retained by the District from the Event Fee) at the time of termination. The District may terminate this Permit/License Agreement immediately if Permittee/Licensee defaults under any term or condition hereof.
19. **Termination Expenses.** Permittee/Licensee is responsible for all expenses incurred by the District as a result of any and all termination, cancellation, or rescheduling of the Event. Expenses may include, but are not limited to, wages, rental expense, set up, tear down, and clean up. Payment of these expenses must be made immediately by Permittee/Licensee upon receipt of an itemized invoice from the District.

20. **Damage Deposit.** The Damage Deposit will be returned after completion of the Event, if the Permit/License Area is cleaned and restored to the condition it was in prior to the Event. If the Permit/License Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee/Licensee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee/Licensee.

EXHIBIT C

First Amendment Demonstration Permit

Kinston Metropolitan District No. 1
Application for First Amendment Demonstration Permit
___ Park

Kinston Metropolitan District No. 1 (the “District”) allows events and peaceful assembly at District Park and Recreation Facilities. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants. The content of what permit-holders have to say is NOT regulated.

Submission of this application does not constitute approval or permission. You (“Permittee”) will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: Permittee may be required to provide proof of liability insurance, in addition to other requirements.) In submitting this Application and if approved, the Permittee has read and agrees that Permittee and all attendees will abide by the Park Use Rules and Facility Rules.

Permits are required for events and demonstrations such as rallies, picketing, speechmaking, marching, or similar activities that primarily involve communication or expression of views or grievances (a “Special Event”).

If approved, Permittee agrees to pay:

\$500/day Special Event Fee

The Special Event Fee is due upon signing this Permit Agreement and will secure the Special Event date. The balance of Damage Deposit is due no later than **seven (7) days prior to the Event**.

\$500 Refundable Damage Deposit.

The Damage Deposit will be returned after completion of the Event, if the Permit Area is cleaned and restored to the condition it was in prior to the Special Event. If the Permit Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee.

The District reserves the right to require Permittee to provide security and/or parking management services for the Special Event. For purposes of this Special Event, Permittee **is / is not** (*circle one*) required to provide security and/or parking management services.

Please supply the information requested below and attach additional sheets, if necessary.

Applicant (Representative) Name:	Entity/ Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone:	Telephone:
Cell:	Cell:
Email:	Email:
Please describe proposed Special Event (attach diagram / site plan):	
Date of Special Event:	
Special Event start:	Special Event end:
Tear-down will be completed:	

Number of attendees (please provide an estimate):		
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Special Event:		
Please describe any additional permits you have or will obtain for the Special Event:		
Do you require use of the stage?	Y	N
Will the Special Event require road closures?	Y	N

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a permit is issued, proposed to be held, or actually held in District Park and Recreation Facilities, the Permittee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Permittee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Permittee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Permittee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Permittee.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier’s check or money order in the amount indicated on the Permit Agreement, made payable to Kinston Metropolitan District.

Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a permit will be sent to the person designated on the application.

The permit must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

EXHIBIT D

Event License

KINSTON METROPOLITAN DISTRICT NO. 1

LICENSE AGREEMENT FOR USE OF DISTRICT PROPERTY

This License Agreement is made this __ day of _____, 20 __, by and between Kinston Metropolitan District No. 1 (the “District”) and _____ (“Licensee”).

RECITALS

WHEREAS, Licensee desires to use the __ Park, owned and controlled by the District (the “License Area”), and the District is willing to permit and license such use pursuant to the following provisions.

ACCORDINGLY, the parties hereto agree as follows:

1. The District hereby grants Licensee an exclusive, non-transferrable license to hold the Event, as described in Paragraph 2 below, at the License Area.
2. Licensee intends to hold the following event (the “Event”) at the License Area:

Name of Event	
Date(s) of Event	
Time Frame of Event	
Set-Up Date & Time	
Tear-Down Date & Time	
Contact Person	
Contact Address	
Contact Phone	
Contact Email	

3. Licensee hereby affirms that alcohol **will / will not be** (*circle one*) served at the Event.
4. The District reserves the right to require Licensee to provide security and/or parking management services for the Event. For purposes of this Event, Licensee **is / is not** (*circle one*) required to provide security and/or parking management services.
5. The District has approved the use of no more than _____ golf carts for Licensee’s Event.
6. The District reserves the right to allow the installation of signage in the License Area for the Event. Event and Sponsorship signage **is / is not** (*circle one*) allowed.
7. In connection with the Event, Licensee shall pay the following to the District, made payable to, “Kinston Metropolitan District No. 1”:

\$50/day Event Fee
\$200 Refundable Damage Deposit

The Event Fee is due upon signing this License Agreement and will secure the Event date. The balance of Damage Deposit is due no later than **seven (7) days prior to the Event**.

8. By taking possession of the License Area, Licensee is deemed to have: (i) inspected the License Area; (ii) accepted the License Area “AS IS” with no representation or warranty by the District as to the condition of the License Area, its suitability for Licensee’s proposed operation or the improvements therein; and (iii) agreed that the District has no obligation to improve or repair the License Area. Any improvements must be approved in advance by the District.

9. Licensee has reviewed the District’s Park Use Rules, and agrees that Licensee and its invitees, guests and/or participants shall abide by all such rules. In addition, Licensee has reviewed the Facility Rules and agrees that Licensee and its invitees, guests and/or participants shall abide by all such rules.

10. Licensee has reviewed and signed or will review and sign the waiver and indemnity provision attached hereto as “Waiver, Release and Indemnification”.

11. The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities. Should insurance be required, Licensee shall provide to the District, a certificate of insurance evidencing that adequate insurance has been provided in accordance with the requirements of this paragraph not later than seven (7) days prior to the Event set-up date.

12. In any suit brought by the District by reason of Licensee’s default, the District shall be entitled to an award of its costs and reasonable attorneys’ fees.

13. It is understood and agreed that no agency, employment or partnership is hereby created by the parties. It is agreed that Licensee will not make any representations which would create apparent agency, employment or partnership and Licensee shall not have any authority to act for the District in any manner to create any obligations or debts which would be binding upon the District or the License Area.

14. The rights and privileges of Licensee under this License Agreement shall not be assigned in whole or in part to any other party.

15. Nothing in this License Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the District, or its members, directors, officers, employees, servants, agents, or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same currently exists or may hereafter be amended.

[Remainder of this page left intentionally blank.]

THE DISTRICT:

KINSTON METROPOLITAN DISTRICT NO. 1

BY: _____

Date: _____

LICENSEE:

BY: _____

Date: _____

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a license is issued, proposed to be held, or actually held in a District Park and Recreation Facilities, the Licensee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Licensee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Licensee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Licensee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Licensee.

Applicant Name (Print): _____

Applicant Signature: _____

Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier's check or money order in the amount indicated on the License Agreement, made payable to Kinston Metropolitan District No. 1.

Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a license will be sent to the person designated on the application.

The license must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:

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