

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED CONTINUED REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD MAY 11, 2021 CONTINUED TO MAY 25, 2021

A Coordinated Continued Regular Meeting of the Boards of Directors of the Southshore Metropolitan District No. 1 (“**District No. 1**”) and Southshore Metropolitan District No. 2 (“**District No. 2**” and collectively with District No. 1, the “**Districts**”) was held on May 11, 2021 at 3:00 p.m. and continued to May 25, 2021 at 3:00 p.m. Due to public health concerns, the May 25, 2021 Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/85171999251>, (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799.

ATTENDANCE

Directors in Attendance were:

Jerry B. Richmond, III, Chairman, **District Nos. 1 and 2**

P. Joseph Knopinski, Vice President/Secretary/Treasurer, **District No. 1**

Nathan Kennedy, Vice President/Assistant Secretary/Treasurer, **District No. 2**

Kevin Stadler, Vice President/Secretary, **District No. 2** (and appointed to **District No. 1**)

Ryan Zent, Vice President/Assistant Secretary/Treasurer, **District No. 2**

Nathan Fogg, Vice President/Treasurer, **District No. 2**

Absent (excused):

Kurtis W. Williams, Vice President/Assistant Secretary/Treasurer, **District No. 1**

Aaron L. Clutter, Vice President/Assistant Secretary/Treasurer, **District No. 1**

Also in Attendance were:

Cathy Hamilton of Simmons & Wheeler

David A. Greher of Collins Cockrel & Cole (“CCC”)

Sarah H. Luetjen of CCC

Kelly McQueeney, Altitude Law
Members of the public:
Heather Christensen
John Farmer
Becca Farmer
Lacey McMurdo
Astrid Storey
Tiffany Wells
Milly Kitchen

CONFLICTS OF
INTEREST

Chairman Richmond disclosed that he is an employee of RainTree Investment Corporation (“RainTree”), which is the exclusive agent for Paulson Property Management, LLC (“Paulson”), which has significant ownership and/or investment interests in the property within the Districts through its subsidiary Southshore Recovery Acquisition, LLC (“SSRA, LLC”), and further disclosed that he is the Secretary of the Southshore Master Association, Inc., the homeowners association for the community within the Districts’ boundaries.

Director Knopinski disclosed that he provides consulting services to SSRA, LLC.

Directors Clutter and Williams disclosed that they are officers and employees of J.R. Engineering, LLC (“**JR Engineering**”), which is a consultant of SSRA, LLC and which have entered into a Construction and Management Services Agreement with District No. 1. Directors Clutter and Williams further stated that input in matters related to the requisition of project funds from the proceeds of bonds issued by District No. 1 to pay JR Engineering for services performed under the Construction Management Contract, to be discussed later in this meeting, represents a conflict of interest but their participation is necessary to obtain a quorum.

All Directors of District No. 1 present stated that their participation in the meeting was necessary to obtain a quorum of the Board of District No. 1 or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest had been filed with the Board and the Secretary of State in accordance with statutory requirements; and that the nature of their private interests related to employment relationships as set forth above.

After each Director had summarily stated for the record the fact and nature of his private interests and had further stated that the

determination to participate in voting or take any other action on any contract or other matter in which he may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned its attention to the agenda items.

All disclosures of potential conflict of interest statements previously filed are deemed continuing for all purposes and are incorporated into the record of the meeting.

NOTICE

Mr. Greher stated that Notice had been properly posted at least 24-hours prior to the meeting on the Districts' website. Mr. Greher confirmed that such Notice was also placed at the entrance of the Lakehouse and sent to the City of Aurora Clerk. The certification of posting is attached hereto. The notice also included the agenda items.

PUBLIC
COMMENT

None.

STATUS REPORT

Chairman Richmond updated the Board on current activities and discussed the following:

The Recreation Center is opening on time Memorial Day weekend. Furniture and a portion of the fitness equipment were delivered. The remaining fitness equipment is expected to be delivered shortly.

RESOLUTIONS
DESIGNATING
POSTING
LOCATION

Pursuant to Section 24-6-402(2)(c), C.R.S., each Board considered the Resolutions Designating Location to Post Notice at least 24 hours prior to each meeting. Upon motion duly made, seconded and unanimously carried, the Board adopted such Resolution, adding the Lighthouse front door as an alternative and voluntary posting location, copies of which are attached hereto and incorporated herein by this reference.

ACCOUNTANTS
REPORT

Ms. Hamilton informed the Board that additional bank signatories would need to be added to the Districts' bank account. Upon motion duly made, seconded and unanimously carried, the Board authorized

Director Stadler as an additional signatory.

EXECUTIVE
SESSION

Tabled.

MANAGEMENT
AGREEMENT
FOR
LIGHTHOUSE

Mr. Greher presented the near final Management Agreement with Southshore Master Association, Inc. for management of the Lighthouse to the Board. Following discussion and upon motion duly made, seconded and unanimously carried, the Board of District No. 1 approved the Management Agreement upon finalization and final review by legal counsel, a copy of which is attached hereto and incorporated herein by this reference.

PUBLIC
HEARING ON
INCLUSION,
DISTRICT NO. 1

Mr. Greher then opened the public hearing regarding the Petition for Inclusion into District No. 1, submitted by Southshore Recovery Acquisition, LLC. Following discussion, the hearing was closed. Upon motion duly made, seconded and unanimously carried, the Board of District No. 1 approved such Petition as submitted and approved the Order for Inclusion of Real Property, a copy of which is attached hereto.

PUBLIC
HEARING ON
INCLUSION,
DISTRICT NO. 2

Mr. Greher then opened the public hearing regarding the Petition for Inclusion into District No. 2, submitted by Southshore Recovery Acquisition, LLC. Following discussion, the hearing was closed. Upon motion duly made, seconded and unanimously carried, the Board of District No. 2 approved such Petition as submitted and approved the Order for Inclusion of Real Property, a copy of which is attached hereto.

QUITCLAIM
DEED, DISTRICT
NO. 1

Mr. Greher presented the Quitclaim Deed to the Board of District No. 1. Upon motion duly made, seconded and unanimously carried, the Board of District No. 1 approved the Quitclaim Deed as presented, a copy of which is attached hereto

OTHER
MATTERS

Question from public (Heather Christensen): Will the dog park open this weekend?

President Richmond: yes, the dog park will open over the weekend.

Question from public (Milly Kitchen): When will the fitness classes begin?

President Richmond: this is all dependent on the delivery of the fitness equipment.

ADJOURNMENT

There being no other matters to come before the Board, the meeting was adjourned.

Respectively submitted,



David A. Greher, Secretary for the meeting

APPROVED

DocuSigned by:



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Jerry B. Richmond, III

DocuSigned by:



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P. Joseph Knopinski

DocuSigned by:



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Kevin Stadler

DocuSigned by:



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Nathan Kennedy

DocuSigned by:



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Ryan Zent

DocuSigned by:



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Nate Fogg

AGENDA
OF THE CONTINUED COORDINATED
REGULAR MEETING OF
SOUTHSHORE METROPOLITAN DISTRICT NO. 1
AND
SOUTHSHORE METROPOLITAN DISTRICT NO. 2

Time: Tuesday, May 11, 2021, 3:00 p.m. continued to Tuesday, May 25, 2021, 3:00 p.m.

Location:

DUE TO THE PANDEMIC, THE CONTINUED COORDINATED REGULAR MEETING OF THE BOARDS OF DIRECTORS OF SOUTHSHORE METROPOLITAN DISTRICT NO. 1 AND SOUTHSHORE METROPOLITAN DISTRICT NO. 2 WILL BE HELD VIRTUALLY VIA ZOOM.

PLEASE VISIT THE FOLLOWING LINK TO JOIN THE MEETING:

<https://us02web.zoom.us/j/85171999251>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128

Webinar ID: 851 7199 9251

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Public Comment.
3. Status report by Board Chairman. **(District Nos. 1 and 2)**
4. Consider adoption of Resolutions Designating Posting Location. **(District Nos. 1 and 2)**
5. Authorize bank signatories. **(District Nos. 1 and 2)**
6. Executive Session under Sections 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., to confer with District Counsel to obtain legal advice and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding District inclusions, ownership and management of the Lighthouse facility, Lighthouse costs and related issues. **(District Nos. 1 and 2)**

7. Executive Session under Section 24-6-402(4)(e), C.R.S., to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding District inclusions, management of the Lighthouse facility and related issues. **(District Nos. 1 and 2)**
8. Possible action on matters discussed in Executive Sessions.
9. Consider approval of Management Agreement for Lighthouse. **(District Nos. 1 and 2)**
10. Public Hearing on Petition for Inclusion filed by Southshore Recovery Acquisition, LLC; consider adoption of Board Order for Inclusion. **(District No. 1)**
11. Public Hearing on Petition for Inclusion filed by Southshore Recovery Acquisition, LLC; consider adoption of Board Order for Inclusion. **(District No. 2)**
12. Consider acceptance of Quitclaim Deed from Southshore Recovery Acquisition, LLC **(District No. 1)**
13. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSORE METROPOLITAN DISTRICT NO. 1

SOUTHSORE METROPOLITAN DISTRICT NO. 2

By /s/ Jerry B. Richmond, III

Jerry B. Richmond, III, Chairman

I hereby certify that a copy of the foregoing Agenda of Continued Coordinated Regular Meeting of Southshore Metropolitan District No. 1 and Regular Meeting of Southshore Metropolitan District No. 2 was, by me personally, posted on the Districts' website at least 24 hours prior to the meeting.

A handwritten signature in black ink, appearing to be 'K. B.', is written over a horizontal line.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to §§24-6-402(2)(c) and 32-1-903(2), C.R.S., notice and, where possible, the agenda of the Southshore Metropolitan District No. 1 (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the District at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southshore Metropolitan District No. 1 as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to Title 24, Article 6, Part 4, C.R.S., shall be posted at least 24 hours prior to each meeting on the District’s website: <http://www.southshoremasterhoa.com/>

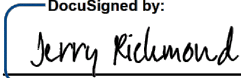
In the event of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the online designated posting location or prevents the District from posting a notice at the online designated posting location, the District will post notice of public meetings at least 24 hours prior to the meeting at the following physical locations within the District:

Front door of the Lakehouse
27151 E. Lakeview Drive
Aurora, Colorado 80016

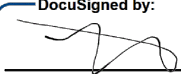
Front door of the Lighthouse
27301 E. Southshore Drive
Aurora, Colorado 80016

ADOPTED this 25th day of May, 2021.

**SOUTHSHORE METROPOLITAN
DISTRICT NO. 1**

By 
Chairman

ATTEST:


Secretary

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

RESOLUTION DESIGNATING LOCATION TO POST NOTICE

WHEREAS, pursuant to §§24-6-402(2)(c) and 32-1-903(2), C.R.S., notice and, where possible, the agenda of the Southshore Metropolitan District No. 2 (the “**District**”) Board of Directors (the “**Board**”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the District at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southshore Metropolitan District No. 2 as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to Title 24, Article 6, Part 4, C.R.S., shall be posted at least 24 hours prior to each meeting on the District’s website <http://www.southshoremasterhoa.com/>

In the event of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the online designated posting location or prevents the District from posting a notice at the online designated posting location, the District will post notice of public meetings at least 24 hours prior to the meeting at the following physical locations within the District:

Front door of the Lakehouse
27151 E. Lakeview Drive
Aurora, Colorado 80016

Front door of the Lighthouse
27301 E. Southshore Drive
Aurora, Colorado 80016

ADOPTED this 25th day of May, 2021.

SOUTHSHORE METROPOLITAN
DISTRICT NO. 2

DocuSigned by:
By Jerry Richmond
80851125E12A485...
Chairman

ATTEST:

DocuSigned by:
[Signature]
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Secretary

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of May 25, 2021 by and among SOUTHSORE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), SOUTHSORE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**” and together with District No. 1, the “**Districts**”) and SOUTHSORE MASTER ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”). The Districts and the Association are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

- A. The Districts were formed to serve the needs of that certain residential planned development located in the City of Aurora, Arapahoe County, Colorado known as the Southshore Community (the “**Community**”); and
- B. The Association was formed, *inter alia*, to further the interests of the residents of the Community and to perform the duties and exercise the powers and rights of the Association set forth in the Master Declaration of Covenants, Easements, Conditions and Restrictions recorded on October 4, 2006 at Reception No. B6142519 in the real property records of Arapahoe County, Colorado (the “**Declaration**”); and
- C. Pursuant to Section 32-1-1001(1)(d)(I), the Board of Directors of each of the District (together, the “**Boards**”) has the power to enter into contracts and agreements affecting the affairs of the Districts; and
- D. Pursuant to Article 3, Section 3.11 of the Declaration, the Association has the right and authority to enter into agreements with any districts for any purpose including to share the costs and/or responsibility for any maintenance, repair, replacement or other matters; and
- E. The Districts desire to contract with the Association for the provision of landscape maintenance services, management, operation and maintenance of the Recreation Center, Community Pool and related facilities for the property owned by the District known as the Lighthouse and located at 27301 East Southshore Drive, Aurora Colorado 80016 (the “**Property**”), and the Association desires to provide such services, as set forth in this Agreement.

AGREEMENT

In consideration of the mutual agreements, covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The Association agrees to provide certain services for the Districts in accordance with the scope of services set forth in **Exhibit A** attached hereto and incorporated herein by reference (the “**Services**”).

2. Time of Commencement and Performance of Services. The Services shall be commenced as of May 27, 2021 and shall be diligently performed by the Association throughout the term of this Agreement.

3. Consideration. In consideration of the Services provided to the Districts, the Association shall have the right to maintain the Property on a day-to-day basis at the Association’s reasonable discretion and as allowed by law. The Association shall also be authorized to use the Property for Association events without charge to the Districts. Any unusual or extraordinary maintenance and any improvements to the Property shall require the Districts prior written approval. It is explicitly understood that the Association shall not be subject to or responsible for debt owed by the Districts as of the date of this Agreement nor shall the Association be subject to any liens against any of the Property as of the date of this Agreement. Further, it is explicitly understood that the Districts shall not be responsible for any payments or reimbursements to the Association for any services provided under the terms of this Agreement.

4. Usage Fees and Access Rights.

(a) The Property shall be made accessible to owners and residents of the Association and their accompanied guests at no charge and on a priority basis. Owners and residents of the Association shall be allowed to rent space at the Property upon payment to the Association of the fees to as set forth on **Exhibit B**. The Parties may hereafter modify the schedule of fees set forth on **Exhibit B** by a writing signed by a District Representative for each District and any member of the Association’s board of directors.

(b) Non-Association residents shall be able to access the Property by payment of a fee calculated in accordance with the Districts’ Consolidated Service Plan dated February 2002 (the “**Service Plan**”).

(c) The Districts’ Boards of Directors have determined that non-Association owners and residents may purchase a 12-month “**Annual Membership**” to use the Property upon payment of an Annual Recreation Center Fee of \$3,000 payable to District No. 2, which amount shall be due in advance and shall be good from the date of payment to the preceding date in the subsequent year (e.g., June 15, 2021 to June 14, 2022). The Annual Recreation Center Fee may be subject to adjustment as provided in **Exhibit A** attached hereto.

(d) All users of the Property will be required to observe the facilities rules and regulations. Any user who violates the rules may be asked to leave the Property

for the day. Annual Membership holders and guests whose violations of the rules are either severe or repeated may lose access to the Property permanently.

5. Term. The term of this Agreement shall end on December 31, 2021, but may automatically be extended and renewed annually thereafter for successive periods of one (1) year each ending on the last day of the year. Notwithstanding the foregoing, any Party may give notice to the other Parties of its intent to terminate this Agreement at any time with or without cause with at least 30 days' notice.

6. District Representatives. The President and Vice Presidents of each of the Boards are hereby designated as District Representatives. All requests for contract interpretations, changes in scope, and other clarification or instruction shall be submitted to the District Representatives. Any request for additional consideration or a change or amendment of the terms of this Agreement shall be approved by each Party in writing.

7. Independent Contractor. The Association shall be an independent contractor of the Districts, and the Services to be performed by the Association are those of an independent contractor and not of an employee of the Districts. Any vendor shall be an independent contractor of the Association, and the services to be performed by the vendor pursuant to a separate agreement are those of an independent contractor and not of an employee of the Districts. The Districts shall have no duty to supervise the activities or performance of any vendor.

8. Insurance. District No. 1 shall maintain comprehensive general liability insurance (including without limitation endorsements for contractually assumed liability) in the minimum amount of the liability limitations under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the "CGIA"), for bodily injury, death or damage to property of one or more persons, or the maximum amount that may be recovered under the CGIA, as from time to time amended, whichever is higher. Such policy shall designate the Association and its officers and employees as additional insureds. Upon request, District No. 1 shall provide the other Parties with a certificate of insurance evidencing the coverage described herein.

The Association and any vendor providing any Services shall also maintain State minimum workers' compensation insurance coverage for its employees, if any. The Association shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$2,000,000 for bodily injury, death, or damage to property of any person and \$3,000,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the CGIA, as from time to time amended, whichever is higher. All insurance policies (except workers' compensation) shall include the Districts and their elected officials and employees as additional insureds.

9. Improvements to the Property. The Districts have the authority, but not the responsibility, to make capital repairs, replacements and improvements to the Property. The Association shall not make any repairs, replacements or improvements to the Property which cost more than \$2,500 without the prior written consent of a District Representative. Any such request or consent, may be by email.

10. Equipment. All equipment, furniture, supplies or tools purchased by the Association with Association funds, whether directly or by reimbursement of expenses of the Districts, for the maintenance, operation or administration of the Property shall be the Association's personal property to use, dispose of and remove at the Association's discretion.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event that any Party should fail or refuse to perform any obligation according to the terms of this Agreement, such Party may be declared in default.

12. Remedies. In the event a Party declares a default by any other Party, the defaulting Party shall be allowed a period of ten days following notice within which to cure such default. In the event such default remains uncorrected, the Party declaring default may elect to (i) terminate the Agreement; or (ii) treat the Agreement as continuing. Notwithstanding anything contained in this Agreement to the contrary, the only remedy available to the Parties under this Agreement is for a breach of contract claim. No Party shall assert any claim for punitive or consequential damages.

13. Waiver of Damages. In no event shall any Party be liable to any other Party for special, consequential, or punitive damages.

14. Notice. Any notice or other official communication given by any Party to the others relating to any act, action or event under this Agreement shall be in writing and 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 address specified below; 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 address specified below; or (iii) if by email upon written response by the other party acknowledging receipt; or (iv) 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 U.S. Mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below:

If to the District No. 1: Southshore Metropolitan District No. 1
Attention: Chairman
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, Colorado 80228

If to District No. 2: Southshore Metropolitan District No. 2
Attention: Chairman
c/o Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, Colorado 80228

With a copy to: David Greher
Collins Cockrel & Cole, P.C.
390 Union Blvd, Ste. 400
Lakewood, Colorado 80228
dgreher@cccfirm.com

If to the Association: Southshore Master Association, Inc.
c/o AMI Management
P.O. Box 370750
Denver, Colorado 80237

With a copy to: Melissa Garcia
c/o Altitude Community Law
555 Zang Street, Suite 100
Lakewood, Colorado 80228-1011
MGarcia@altitude.law

15. Indemnification. The Association agrees to release, indemnify, defend and hold the Districts, their directors, officers, employees and agents, harmless from any and all actions, damages, claims, judgments and liabilities without limitation arising from the acts or omissions of the Association, its directors, officers and employees, and any third party engaged to perform the Services hereunder, including without limitation any vendor which is a direct result of the Association's gross negligence or willful misconduct. To the extent permitted by law, the Districts agree to release, indemnify, defend and hold the Association, its directors, officers, employees and agents, harmless from any and all actions, damages, claims, judgments and liabilities without limitation which are a direct result of the gross negligence or willful misconduct of the Districts, their directors, officers and employees.

16. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the Parties, shall be binding upon the Parties, their directors, officers, employees, agents and any approved assigns, and shall inure to the benefit of the

successors and assigns of the Parties. No subsequent modification of any term of this Agreement shall be valid or binding upon, or enforceable against any Party, unless made in writing and signed by a duly authorized officer of each Party. This Agreement and any amendment hereof shall inure to and be binding on the successors and permitted assigns of the Parties.

17. Law/Severability. The internal laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement without regard to choice of law analysis. Venue for any legal action shall be in the District Court for Arapahoe County, Colorado. The prevailing Party in any legal proceeding brought to enforce rights hereunder shall recover from the other Parties its reasonable attorneys' fees and costs. As used herein the term "prevailing Party" means the Party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Time of Essence. Time is of the essence hereunder.

19. Annual Appropriation. If the term of this Agreement extends beyond the last day of any calendar year during which this Agreement is in effect, the Districts' obligations hereunder shall be subject to the annual budgeting and appropriation of funds necessary for the performance thereof in such future calendar year, which appropriation shall be made in the sole discretion of the Boards. This Agreement shall not be construed or interpreted to create a multiple-fiscal year direct or indirect debt or financial obligation of the Districts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

DISTRICT NO. 1:

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

By:

Signed by:

Jerry Richmond

Jerry B. Richmond, III, Chairman

DISTRICT NO. 2:

SOUTHSORE METROPOLITAN
DISTRICT NO. 2, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By:

Signed by:

Jerry Richmond

Jerry B. Richmond, III, Chairman

ASSOCIATION:

SOUTHSORE MASTER ASSOCIATION,
INC. , a Colorado nonprofit corporation

By:

Gene Blum

Name:

F2D0C39A31004F6...

Vice President

Title:

EXHIBIT A

THE SERVICES

The Association shall provide, at the Association's expense, certain services related to landscape maintenance and watering services to the Property. The Association further agrees to accept the obligation and responsibility and assume the authority to manage, operate and maintain the Property for the Districts.

The Property shall be operated by the Association on the same basis as the Association operates the Lakehouse facility currently being managed by the Association. In particular, the staffing levels, hours of operation and standards of maintenance, and rental rates for use of private rooms (e.g., the Community Room in the Property and the Lakeview Room at the Lakehouse) shall be substantially the same for both the Property and the Lakehouse. The Association shall provide the Districts with prompt notice of any changes to the basic operation of the Property, including but not limited to: hours of operation, maximum capacity, reservation systems, rental rates and fees of the Community Room and Lakeview Room, etc.

The Association shall prepare an annual budget for the upcoming fiscal year for all of its activities under the Agreement requiring the expenditure of funds by the Districts. On or before October 15th of each year, the Association shall submit to the Districts a preliminary version of the annual budget, which shall include a preliminary estimate of the Districts' costs under the Agreement and a proposal for the timing of the payments from the Districts to the Association. The Districts shall submit such proposed costs to their Boards of Directors for consideration in the Districts' annual budgets, but such amounts are subject to the express appropriation by the Boards. The Districts shall provide prompt notice to the Association of its determination on the annual budget, including any approvals, denials or modifications, no later than November 15th.

No more frequently than once annually, the Districts may provide the Association a notice of a revision to the Annual Recreation Center Fee, which the Districts' Boards shall recalculate periodically based on the formula set forth in the Service Plan.

EXHIBIT B

Rental Fee Schedule

Lighthouse

- Rental of TAP ROOM \$50 per hour
- Non Refundable Cleaning Fee \$125
- Rental of ARCADE for kids party \$50 per hour
- Non Refundable Cleaning Fee \$125
- Pool Parties arranged by Front Range

**ORDER BY BOARD OF DIRECTORS OF THE
SOUTHSHORE METROPOLITAN DISTRICT NO. 1
FOR INCLUSION OF REAL PROPERTY**

WHEREAS, there was filed with the Board of Directors of the Southshore Metropolitan District No. 1 (“**District**”) a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of Southshore Recovery Acquisition, LLC, a Delaware limited liability company (“**Petitioner**”), one hundred percent (100%) fee owner of the real property described in the Petition attached hereto, and requesting that the Board of Directors include such property within the District; and

WHEREAS, the Petition was heard at an open meeting of the Board of Directors of the District on May 25, 2021, at the hour of 3:00 p.m., virtually via Zoom at <https://us02web.zoom.us/j/85171999251>, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be included, in the *Denver Post* on May 22, 2021, which proof of publication is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no objection has been filed to the inclusion of the property into the District; and

WHEREAS, the subject property is capable of being served by the District facilities; and

WHEREAS, it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein; that the boundaries of the District shall be enlarged by the inclusion of the real property described herein; and that the Arapahoe County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be included within the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the Southshore Metropolitan District No. 1, duly called and held on May 25, 2021, at the hour of 3:00 p.m. and that the undersigned is the duly acting and authorized Chairman of the District.

SOUTHSORE METROPOLITAN
DISTRICT NO. 1

DocuSigned by:
By: Jerry Richmond
Chairman

ATTEST:

DocuSigned by:
By: Kevin Stadler
Secretary

**EXHIBIT A TO ORDER BY BOARD OF DIRECTORS
(PETITION FOR INCLUSION)**

PETITION FOR INCLUSION

IN THE MATTER OF SOUTHSORE METROPOLITAN DISTRICT NO. 1

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described, hereby petitions that such property be included within the Southshore Metropolitan District No. 1, as provided by law, and for cause, states:

1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of one hundred percent (100%) of such property.
3. That there shall be no withdrawal from this Petition after publication of notice by the Board without the consent of the Board, nor shall further objections be filed thereto by the Petitioner.
4. That the inclusion of such property into the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner, and to all duly promulgated rules, regulations and rates of the District.
5. That the property owned by Petitioner and sought to be included in the District is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

PETITIONER:

SOUTHSORE RECOVERY
ACQUISITION, LLC, a Delaware limited
liability company

By: _____

Name: Jon Shumaker, Authorized Signatory

Address: _____

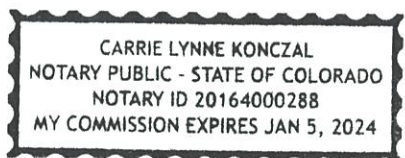
STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 20th day of May, 2021 by Jon Shumaker as authorized signatory of Southshore Recovery Acquisition, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires:

Jan 5, 2024



Carrie L Konczal
Notary Public

EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)

Tract H, Southshore at Aurora Sub Flg No. 10 Ex M/R's

Tract G, Southshore at Aurora Sub Flg No. 10 Ex M/R's

Tract F, Southshore at Aurora Sub Flg No. 10 Ex M/R's

**EXHIBIT B TO ORDER BY BOARD OF DIRECTORS
(PROOF OF PUBLICATION)**

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned Nicole Maestas
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in The Denver Post
on the following date(s):

May 22, 2021

Nicole Maestas
Signature

Subscribed and sworn to before me this
25 day of May, 2021.

Kay C Dapice
Notary Public

(SEAL)

KAY C DAPICE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944012554
MY COMMISSION EXPIRES AUGUST 19, 2022

**NOTICE OF OPEN MEETING FOR HEARING ON PETITION
FOR INCLUSION OF ADDITIONAL REAL PROPERTY
WITHIN THE SOUTHSORE METROPOLITAN DISTRICT NO. 1**

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of additional real property has been filed with the Board of Directors of the Southshore Metropolitan District No. 1. The Board of Directors has fixed Tuesday, the 25th day of May, 2021, at the hour of 3:00 p.m., which will be held via Zoom webinar due to the COVID pandemic: <https://us02web.zoom.us/j/85171999251>, Or join by phone: US:+1 253 215 8782 or +1 346 248; International numbers available: <https://us02web.zoom.us/j/85171999251>; Webinar ID: 851 7199 9251, as the date, time and place of an open meeting at which such Petition shall be heard. In light of current public health restrictions, there will be no physical location for attendance at the meeting or hearing. The name and address of the Petitioner is:

Southshore Recovery Acquisition, LLC, a Delaware limited liability company
1166 Avenue of the Americas, Floor 21
New York City, New York 10036-2718

The property to be included into the District is generally described as follows:

Tract H, Southshore at Aurora Sub Flg No. 10 Ex M/R's
Tract G, Southshore at Aurora Sub Flg No. 10 Ex M/R's
Tract F, Southshore at Aurora Sub Flg No. 10 Ex M/R's

All interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

BY ORDER OF THE BOARD OF DIRECTORS OF THE SOUTHSORE
METROPOLITAN DISTRICT NO. 1.

SOUTHSORE METROPOLITAN DISTRICT NO. 1

By: /s/ Kevin Stadler
Secretary

Published in: *Denver Post*
Published on: May 22, 2021

**ORDER BY BOARD OF DIRECTORS OF THE
SOUTHSHORE METROPOLITAN DISTRICT NO. 2
FOR INCLUSION OF REAL PROPERTY**

WHEREAS, there was filed with the Board of Directors of the Southshore Metropolitan District No. 2 (“**District**”) a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of Southshore Recovery Acquisition, LLC, a Delaware limited liability company (“**Petitioner**”), one hundred percent (100%) fee owner of the real property described in the Petition attached hereto, and requesting that the Board of Directors include such property within the District; and

WHEREAS, the Petition was heard at an open meeting of the Board of Directors of the District on May 25, 2021, at the hour of 3:00 p.m., virtually via Zoom at <https://us02web.zoom.us/j/85171999251>, after publication of notice of the filing of such Petition, and the place, time and date of such meeting, the name of the Petitioner and a general description of the property to be included, in the *Denver Post* on May 22, 2021, which proof of publication is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no objection has been filed to the inclusion of the property into the District; and

WHEREAS, the subject property is capable of being served by the District facilities; and

WHEREAS, it is deemed to be in the best interests of the District and the taxpaying electors thereof that such Petition be granted.

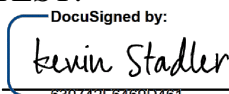
IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein; that the boundaries of the District shall be enlarged by the inclusion of the real property described herein; and that the Arapahoe County District Court, in which Court an Order was entered establishing this District, be requested to enter an Order that the real property described herein be included within the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the Southshore Metropolitan District No. 2, duly called and held on May 25, 2021, at the hour of 3:00 p.m. and that the undersigned is the duly acting and authorized Chairman of the District.

SOUTHSORE METROPOLITAN
DISTRICT NO. 2

By: 
Chairman

ATTEST:

By: 
Secretary

**EXHIBIT A TO ORDER BY BOARD OF DIRECTORS
(PETITION FOR INCLUSION)**

PETITION FOR INCLUSION

IN THE MATTER OF SOUTHSORE METROPOLITAN DISTRICT NO. 2

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described, hereby petitions that such property be included within the Southshore Metropolitan District No. 2, as provided by law, and for cause, states:

1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitutes the fee owner of one hundred percent (100%) of such property.
3. That there shall be no withdrawal from this Petition after publication of notice by the Board without the consent of the Board, nor shall further objections be filed thereto by the Petitioner.
4. That the inclusion of such property into the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner, and to all duly promulgated rules, regulations and rates of the District.
5. That the property owned by Petitioner and sought to be included in the District is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

PETITIONER:

SOUTHSORE RECOVERY
ACQUISITION, LLC, a Delaware limited
liability company

By: 

Name: Jon Shumaker, Authorized Signatory

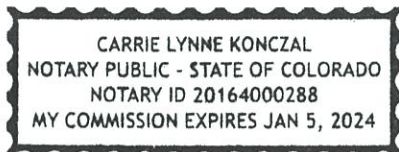
Address: _____

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 20th day of May, 2021 by Jon Shumaker as authorized signatory of Southshore Recovery Acquisition, LLC, a Delaware limited liability company

Witness my hand and official seal.

My commission expires: Jan. 5, 2024



Carrie L Konczal
Notary Public

EXHIBIT A
(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)

Tract H, Southshore at Aurora Sub Flg No. 10 Ex M/R's

Tract G, Southshore at Aurora Sub Flg No. 10 Ex M/R's

Tract F, Southshore at Aurora Sub Flg No. 10 Ex M/R's

**EXHIBIT B TO ORDER BY BOARD OF DIRECTORS
(PROOF OF PUBLICATION)**

The Denver Post, LLC

PUBLISHER'S AFFIDAVIT

City and County of Denver)
State of Colorado)
)

The undersigned Nicole Maestas
being first duly sworn under oath, states
and affirms as follows:

1. He/she is the legal Advertising Reviewer
of The Denver Post, LLC, publisher
of The Denver Post and Your Hub.
2. The Denver Post and Your Hub are
newspapers of general circulation that
have been published continuously and
without interruption for at least
fifty-two weeks in Denver County
and meet the legal requisites for a legal
newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto
is a true copy, published in The Denver Post
on the following date(s):

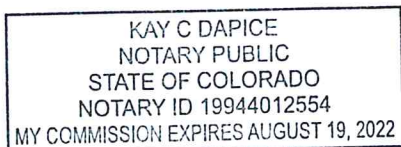
May 22, 2021

Nicole Maestas
Signature

Subscribed and sworn to before me this
25 day of May, 2021.

Kay C Dapice
Notary Public

(SEAL)



**NOTICE OF OPEN MEETING FOR HEARING ON PETITION
FOR INCLUSION OF ADDITIONAL REAL PROPERTY
WITHIN THE SOUTHSORE METROPOLITAN DISTRICT NO. 2**

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of additional real property has been filed with the Board of Directors of the Southshore Metropolitan District No. 2. The Board of Directors has fixed Tuesday, the 25th day of May, 2021, at the hour of 3:00 p.m., which will be held via Zoom webinar due to the COVID pandemic: <https://us02web.zoom.us/j/85171999251>. Or join by phone: US: +1 253 215 8782 or +1 346 248; International numbers available: <https://us02web.zoom.us/j/85171999251>; Webinar ID: 851 7199 9251, as the date, time and place of an open meeting at which such Petition shall be heard. In light of current public health restrictions, there will be no physical location for attendance at the meeting or hearing. The name and address of the Petitioner is:

Southshore Recovery Acquisition, LLC, a Delaware limited liability company
1166 Avenue of the Americas, Floor 21
New York City, New York 10036-2718

The property to be included into the District is generally described as follows:

Tract H, Southshore at Aurora Sub Flg No. 10 Ex M/R's
Tract G, Southshore at Aurora Sub Flg No. 10 Ex M/R's
Tract F, Southshore at Aurora Sub Flg No. 10 Ex M/R's

All interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

BY ORDER OF THE BOARD OF DIRECTORS OF THE SOUTHSORE
METROPOLITAN DISTRICT NO. 2

SOUTHSORE METROPOLITAN DISTRICT NO. 2

By: /s/ Kevin Stadler
Secretary

Published in: *Denver Post*
Published on: May 22, 2021

QUITCLAIM DEED

THIS DEED is made this 20th day of May, 2021, between Southshore Recovery Acquisition, LLC, a Delaware limited liability company, whose address is 1166 Avenue of the Americas, 21st Floor, New York, NY 10036, hereinafter referred to as "**Grantor**" and Southshore Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is c/o Collins Cockrel & Cole, P.C., 390 Union Boulevard, Ste. 400, , Lakewood, CO 80228, hereinafter referred to as "**Grantee**".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

27301 East Southshore Drive, Aurora Colorado 80016

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

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:

SOUTHSHORE RECOVERY
ACQUISITION, LLC, a Delaware limited
liability company

By: 
Title: Jon Shumaker, Authorized Signatory

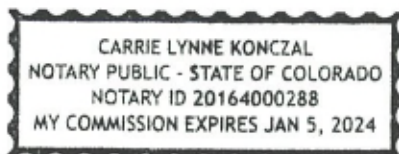
STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 2021, by Jon Shumaker as authorized signatory of Southshore Recovery Acquisition, LLC, a Delaware limited liability company.

Witness my hand and official seal.

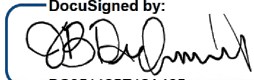
My commission expires:

Jan 5, 2024
Carrie L Konczal
Notary Public



ACCEPTANCE

The Southshore Metropolitan District No. 1 hereby accepts the property, improvements, and maintenance obligation conveyed herein this 10th day of June, 2021.

By: 
BC051125E12A485...

Name: Jerry Richmond

Title: Board President