

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
POWHATON COMMUNITY AUTHORITY**

**REGARDING ACCEPTANCE AND ACQUISITION OF PUBLIC INFRASTRUCTURE  
PURSUANT TO INFRASTRUCTURE ACQUISITION AND PROJECT FUND  
DISBURSEMENT AGREEMENT  
(Harmony Subdivision Filing No. 12 and CSP No. 2)**

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WHEREAS, the Powhaton Community Authority, City of Aurora, State of Colorado (the “**Authority**”) was created by virtue of that certain Establishment Agreement by and among Powhaton Road Metropolitan District Nos. 1-11, dated March 24, 2021 (the “**Establishment Agreement**”), pursuant to § 29-1-203, C.R.S., and in conformity with § 29-1-203.5, C.R.S.; and

WHEREAS, the Authority and Melcor/TC Aurora, LLC, a Colorado limited liability company (the “**Property Owner**”) are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated August 12, 2021 as amended (the “**Reimbursement Agreement**”); and

WHEREAS, the Reimbursement Agreement, *inter alia*, establishes the terms and conditions for the reimbursement of Authority Eligible Costs to the Property Owner from the Project Fund, and, as applicable, for the acquisition of Public Infrastructure that is to be conveyed to the Authority; and

WHEREAS, the Authority, Powhaton Road Metropolitan District No. 1, Powhaton Road Metropolitan District No. 2, Powhaton Road Metropolitan District No. 3, Powhaton Road Metropolitan District No. 4, and Powhaton Road Metropolitan District No. 7 adopted an Amended and Restated Joint Resolution Establishing the Policies and Procedures for the Acceptance of Public Improvements on October 1, 2024 (the “**Joint Acceptance Resolution**”); and

WHEREAS, the Acceptance Resolution, *inter alia*, establishes the terms and conditions for the acquisition of Public Improvements from third-party developers or builders; and

WHEREAS, capitalized terms not defined herein shall have the meanings set forth in the Reimbursement Agreement or Joint Acceptance Resolution as applicable; and

WHEREAS, Public Infrastructure and Public Improvements shall be used interchangeably in this Authority Acceptance Resolution (defined below); and

WHEREAS, the Board desires to adopt this resolution declaring satisfaction of the conditions to acquisition of the Public Infrastructure as set forth in the Reimbursement Agreement and Acceptance Resolution, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the “**Authority Acceptance Resolution**”).

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Authority Acceptance Resolution.

2. Acknowledgment of Documents Received. With respect to Public Infrastructure that is being acquired by the Authority for ownership, operations, and maintenance the Board makes the following findings:

- a. The Property Owner has submitted a completed Application for Acceptance of Authority Eligible Costs/Authority Acquired Public Infrastructure attached hereto as Exhibit A;
- b. The Connexion Group, LLC (the “**Property Owner’s Representative**”) and representatives for the Authority jointly inspected the Public Infrastructure and following the inspection the Authority Representative has provided written certification that: (1) the Public Infrastructure has been constructed in substantial accordance with the Construction Drawings (subject to any reasonable punch list items to correct any defective work); and (2) the Public Infrastructure is fit for its intended purpose (the “**Authority Inspection Certification**”) attached hereto as Exhibit B.

2. Correction of Defective Work.

- a. Defective work was identified by the Authority’s Representative during the inspection and the Authority’s Representative has prepared a punch list of items requiring remedial action to correct the defective work all as set forth the Authority Inspection Certification.
- b. Section 4.c. of the Reimbursement Agreement requires the Property Owner to perform the corrective work within 60 days of the Authority Inspection Certification and in accordance with any warranty agreement.
- c. In lieu of the Property Owner performing the corrective work the Authority and the Property Owner agree that the Property Owner will pay the Authority \$36,000 for corrective work in Filing No. 12 and \$144,260.01 for corrective work in CSP No. 2 (collectively, the “**Payment**”) so the Authority can complete the necessary corrective work identified in the Authority Inspection Certification. Upon receipt of the Payment by the Authority, the Authority and Property Owner agree to release one another from any and all liabilities, obligations or duties regarding the corrective work identified in the Authority Inspection Certification that may have arisen or have been contemplated by the Reimbursement Agreement, Joint Acceptance Resolution, or this Authority Acceptance Resolution.

3. Acquisition of Public Infrastructure. Pursuant to Section 5 of the Reimbursement Agreement, the Authority and the Property Owner hereby agree to coordinate to transfer the Public Infrastructure to be acquired by the Authority to the Authority via special warranty deed and/or

bill of sale within 60 days of adoption of this Authority Acceptance Resolution. The form of special warranty deed is attached hereto as **Exhibit C** and the form of bill of sale is attached hereto as **Exhibit D**. As of the date of recording of the special warranty deed, the Authority shall be responsible for operating and maintaining the Public Infrastructure in good condition and repair including during the Warranty Period (defined below).

4. Warranty Obligations of the Property Owner. Pursuant to the Application for Acceptance of Authority Eligible Costs/Authority Acquired Public Infrastructure Schedule 1 Number 9 the Property Owner commits to repair, replace or fund the repair or replacement of any defective portion of such Public Infrastructure during a period of two years from the date of adoption of this Authority Acceptance Resolution; provided that, in the event that corrective work has been required and is performed, the two year period shall be subject to extension at the election of the Authority for an additional 1 year period with the respect to that portion of the Public Infrastructure that was the subject of such corrective work (the “**Warranty Period**”). Notwithstanding the foregoing, the Property Owner is not required to repair, replace or fund the repair or replacement of any defective work identified in the Authority Inspection Certification.

5. No Reimbursement for Public Infrastructure. Pursuant to the Joint Acceptance Resolution, the Authority and the Property Owner agree that the Property Owner is not seeking reimbursement for the Public Infrastructure that is acquired pursuant to this Authority Acceptance Resolution. The Property Owner may submit additional information later to seek reimbursement for the Public Infrastructure pursuant to the Reimbursement Agreement.

*[Signature pages follow.]*

ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER, 2024.

POWHATON ROAD COMMUNITY  
AUTHORITY

38C0A904DAC6490  
*James Spehalski*  
DocuSigned By: James Spehalski

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Officer of the Authority

ATTEST:

Signed by:  
*Roger Holland*  
E4AA8EE66E1E485...

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**AGREEMENT AND ACKNOWLEDGEMENT BY THE PROPERTY OWNER**

IN WITNESS WHEREOF, Melcor TC/Aurora, LLC, a Colorado limited liability company (the “**Property Owner**”) by its signature below hereby agrees with the terms and conditions of the Authority Acceptance Resolution including Section 2.b. that requires the Property Owner to make the Payment and Section 4 regarding the Warranty Period.

MELCOR/TC AURORA, LLC, a Colorado limited liability company

By: Melcor Developments Arizona Inc., an Arizona Corporation, Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Application for Acceptance of Authority Eligible Costs/Authority Acquired Public Infrastructure

Exhibit B

Authority Inspection Certification

Exhibit C

Special Warranty Deed

After Recording, Return to:  
Powhaton Community Authority  
c/o White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80112

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is effective as of \_\_\_\_\_, 2024 and is made between Melcor/TC Aurora, LLC, a Colorado limited liability company ("**Grantor**") and Powhaton Community Authority, a political subdivision of the State of Colorado ("**Grantee**").

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's successors and assigns forever all the real property, together with any improvements thereon, located in the City and County of Broomfield and State of Colorado, described as follows:

Tract A, Harmony Subdivision Filing No. 2;

Tract D, Harmony Subdivision Filing No. 7;

Tracts A, B, and C, Harmony Subdivision Filing No. 9;

Tract A, Harmony Subdivision Filing No. 10; and

Tracts A, M, N, O, P, and Q Harmony Subdivision Filing No. 12,

City of Aurora, County of Arapahoe, State of Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises in the quiet and peaceable possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the date set forth above.



GRANTOR:

MELCOR/TC AURORA, LLC, a Colorado limited liability company

By: Melcor Developments Arizona Inc., an Arizona Corporation, Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Melcor/TC Aurora, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit D

Bill of Sale

**BILL OF SALE**

**KNOW ALL BY THESE PRESENTS** that Melcor/TC Aurora, LLC, a Colorado limited liability company (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Powhaton Community Authority, a political subdivision of the State of Colorado, whose address is c/o WHITE BEAR ANKELE TANAKA & WALDRON, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122 (“**Authority**”), its successors and assigns, all of Grantor’s right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Public Infrastructure**”) effective as of October 1, 2024.

**TO HAVE AND TO HOLD** the same unto the Authority, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the sale of said Improvements made unto the Authority, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Public Infrastructure to the District, its successors and assigns, is made free from any claim or demand whatsoever.

**IN WITNESS WHEREOF**, Grantor executes this Bill of Sale this \_\_\_\_ day of October, 2024.

GRANTOR:

MELCOR/TC AURORA, LLC, a Colorado limited liability company

By: Melcor Developments Arizona Inc., an Arizona Corporation, Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Melcor/TC Aurora, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit A to Bill of Sale

Public Infrastructure