

## NOTICE OF SPECIAL MEETING

### WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 CITY AND COUNTY OF DENVER, COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that the special meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (the “**District**”), City and County of Denver, Colorado, will be held on March 24, 2025, at 9:00 a.m., via telephone conference call no. 1-800-853-9595, access code 303497, for the purpose of addressing those matters set forth below, and conducting such other business as may properly come before the Boards.

The meeting is open to the public.

#### AGENDA

1. Call to Order.
2. Declaration of Quorum.
3. Disclosures of Conflicts of Interest.
4. Approval of Agenda.
5. Approval of February 24, 2025 Special Meeting Minutes.
6. Consider Resolution Accepting Certification Report #41, Accepting Certified Costs and Requesting Requisition of Funds.
7. Consider Approval of IDES TO07 Task Order.
8. Ratify approval of engagement letter with BiggsKofford for preparation of 2024 Audit.
9. Consider Approval of Conveyance Deed from Vita Fox North, L.P. related to Lot 2, Block 1, Fox Park Subdivision, according to the plat thereof recorded October 24, 2023 under Reception No. 2023101860, City and County of Denver, State of Colorado.
10. Consider Approval of License Agreement with Vita Fox North, L.P. related to Tracts A-H, J-N, and P and Lots 2, Block 1, Fox Park Subdivision, according to the plat thereof recorded October 24, 2023 under Reception No. 2023101860, City and County of Denver, State of Colorado.
11. Any other matter to properly come before the Board.
12. Adjournment.

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS FOR WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 24, 2025

A special meeting of the Board of Directors (the “**Board**”) of the West Globeville Metropolitan District No. 1 (“**District**”) was held via telephone conference call on February 24, 2025 at 9:00 a.m.

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#### ATTENDANCE

#### Directors in Attendance Were:

Jose Carredano, Jr.  
Donald J. Cloutier  
Charles L. Cloutier, III

#### Also in Attendance:

Matt Ruhland of Cockrel Ela Glesne Greher & Ruhland, P.C.  
Allison Williams of CliftonLarsonAllen  
Michael Wolfersperger of IDES, LLC  
Diego Trujillo of Pure Development

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#### DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Mr. Ruhland advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which each director confirmed the contents of written disclosures previously made, stating the fact and summary nature of any matters, as required by Colorado law, to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Each Director had previously filed Disclosure of Potential Conflict of Interest Statements with the Board and the Secretary of State in accordance with statutory requirements. These disclosures are associated with the approval of items on the agenda that may affect their interests.

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## RECORD OF PROCEEDINGS

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### NOTICE

Mr. Ruhland stated that notice had been properly posted at least 24 hours prior to the meeting on the District's official website. The notice also included the agenda items.

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### APPROVAL OF AGENDA

The Board reviewed the meeting agenda. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the agenda.

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### APPROVAL OF MINUTES

The Board reviewed the minutes from the regular meeting held on January 24, 2025. Upon motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the meeting minutes.

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### RESOLUTION ACCEPTING CERTIFICATION REPORTS #40, ACCEPTING CERTIFIED COSTS AND REQUESTING REQUISITION OF FUNDS

Mr. Ruhland reviewed the Resolution Accepting Certification Reports #40, Accepting Certified Costs and Requesting Requisition of Funds. After discussion and upon a motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously adopted the Resolution Accepting Certification Reports #40, Accepting Certified Costs and Requesting Requisition of Funds, accepting a total certified amount of \$1,894,905.95 and approving the requisition of \$1,894,905.95 from the bond project fund, subject to final legal review and confirmation with CLA and IDES on the certified and requisitioned amounts and approval of the Board Chair.

## RECORD OF PROCEEDINGS

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CONVEYANCE OF  
PROPERTY FROM  
VITA FOX NORTH, LP  
TO DISTRICT

Mr. Ruhland presented the Special Warranty Deed conveying certain property within the development that is intended to be public to the District from the current property owner, Vita Fox North, LP. The property will be owned and maintained by the District. Upon a motion duly made by Director Carredano and seconded by Director Cloutier, the Board unanimously approved the conveyance of the property and accepted the responsibility of maintenance of such property.

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ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned.



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Secretary for the Meeting

# WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 PROFESSIONAL SERVICES AGREEMENT TASK ORDER

**AGREEMENT TITLE** Independent Contractor Agreement – IDES

**AGREEMENT NO.** IDES01 **AGREEMENT DATE** 11/18/20 **TASK ORDER NO.** 07

**CONSULTANT** Independent District Engineering Services, LLC

**TASK ORDER NAME** Cost Certification Services Proposal

**TASK ORDER DATE** 02/12/2025

**BASIS OF COMPENSATION** Fixed Fee Basis, plus Time & Materials and Reimbursables per the Charge Rate Schedule

**SCHEDULE** As Required through 2025

## AGREEMENT PRICE

Previously Approved Change Orders/Amendments/Task Orders	<u>\$ 236,500.00</u>
Current Task Order Price	<u>\$ 65,000.00</u>
Total Agreement Price	<u>\$ 301,500.00</u>

## AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the Metro District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

## APPROVAL

Recommended by \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to the above terms and conditions:

Independent District Engineering Services, LLC  
Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent

Director  
Title

February 12, 2025

West Globeville Metropolitan District No. 1 Board  
Attn: Matt Ruhland  
Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Suite 620  
Denver, Colorado 80206

## **WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION SERVICES PROPOSAL**

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Cost Certification Services for the West Globeville Metropolitan District No. 1 (District) in the City and County of Denver, Colorado.

### **SCOPE OF SERVICES**

**Cost Certification** – IDES will review the documentation provided by the District and Developer to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District and Developer will provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other documents as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for Cost Certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete these reports. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

This proposal is for periodic Cost Certification Reports. While the Not To Exceed recommended in this Report is expected to cover multiple Reports, it should be noted that additional task orders will be necessary as this process goes on.

**Aerial Photography** – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

**Meetings** – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

**Additional Services** – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

## FEE

IDES proposes to perform Cost Certification Services on a Fixed Fee Basis of \$6,500.00 per month. This includes Monthly Aerial Photography, two project meetings and one Board Meeting per month. Additional Services and reimbursables will be provided in accordance with the Charge Rate Schedule below. Based on our experience, a Not to Exceed amount of \$65,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

## CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

### Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Senior Contract Administrator	\$ 150.00 per hour
Project Engineer	\$ 150.00 per hour
Project Engineer II	\$ 155.00 per hour
Assistant Project Manager	\$ 160.00 per hour
Project Manager	\$ 165.00 per hour
Project Manager II	\$ 180.00 per hour
Professional Engineer	\$ 180.00 per hour
Senior Project Manager	\$ 205.00 per hour
District Engineer	\$ 210.00 per hour
Director	\$ 215.00 per hour

### Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,  
Independent District Engineering Services, LLC

Brandon Collins, PE  
Director

# Attachment

## IDES ADDITIONAL SERVICES

**Pre-Qualification Bid and Award of Project** – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the board for contractor selection.

**Constructability Reviews** – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

**Project Cost Estimating and Control** – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

**Project Scheduling Services** – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

**Construction Observation** – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

**Construction Administration and Coordination** – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

**Project Administration and Coordination** – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

**District Compliance** – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stakeholders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

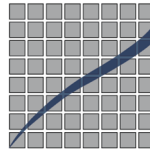
**Consultant Administration** – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.



**Draw Reports** – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

**Dry Utility Coordination** – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

**Evaluation and Recommendation of Existing Infrastructure** – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.



**BiggsKofford**  
CERTIFIED PUBLIC ACCOUNTANTS

October 18, 2024

Board of Directors

**West Globeville Metropolitan District No. 1**  
City and County of Denver, Colorado

We are pleased to confirm our understanding of the services we are to provide for West Globeville Metropolitan District No. 1 ("District") as of and for the year ended December 31, 2024.

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**Audit Scope and Objectives**

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We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

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### **Users of the Financial Statements**

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We understand that these financial statements will be used by the State of Colorado and the City and County of Denver to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

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### **Auditor's Responsibilities for the Audit of the Financial Statements**

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We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

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### **Audit Procedures – Internal Control**

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We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

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### **Audit Procedures – Compliance**

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As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

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### **Other Services**

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We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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### **Responsibilities of Management for the Financial Statements**

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Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees

who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

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#### **Engagement Administration, Fees, and Other**

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You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$6,270. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

This engagement letter was drafted under the assumption that CliftonLarsonAllen is the manager for the District and will draft the financial statements. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

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### Reporting

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We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

*BiggsKofford, P.C.*

BiggsKofford, P.C.

**RESPONSE:**

**This letter correctly sets forth the understanding of West Globeville Metropolitan District No. 1.**

Officer signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

When recorded, return to:  
Brownstein Hyatt Farber Schreck, LLP  
675 15th Street, Suite 2900  
Denver, CO 80202  
Attn: Blair Lichtenfels, Esq.

### SPECIAL WARRANTY DEED

This Special Warranty Deed (this “Deed”) is dated this \_\_\_\_\_ day of March, 2025, between the VITA FOX NORTH, L.P., a Delaware limited partnership (“Grantor”), whose legal address is 1801 Wewatta Street, 11<sup>th</sup> Floor, Denver, Colorado 80202 and WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), whose legal address is 44 Cook Street, Suite 620, Denver, Colorado 80206.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other consideration the receipt whereof is hereby confessed and acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee and its successors and assigns forever, all of that certain real property, together with improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, and more particularly described as follows:

Lot 2, Block 1, Fox Park Subdivision, according to the plat thereof recorded October 24, 2023 under Reception No. 2023101860, City and County of Denver, State of Colorado (the “Property”);

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property above bargained and described unto Grantee and its successors and assigns forever;

Grantor, for Grantor and Grantor’s successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained Property in the quiet and peaceable possession of Grantee and its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to Statutory Exceptions (as defined under C.R.S. Section 38-30-113(5)(a)).

[Signature on Following Page]



IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

GRANTOR:

VITA FOX NORTH, L.P.

By: Vita Fox North GP, LLC, an Indiana limited liability company, its General Partner

By: \_\_\_\_\_  
Jose Carredano Jr.  
Manager

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

This instrument was acknowledged before me on this \_\_ day of March, 2025, by Jose Carredano Jr., as manager of Vita Fox North GP, LLC, as general partner of Vita Fox North, L.P., a Delaware limited partnership, on behalf of said partnership.

WITNESS my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has executed this Special Warranty Deed as of the day and year first written above.

GRANTEE:

WEST GLOBEVILLE  
METROPOLITAN DISTRICT NO. 1

By: \_\_\_\_\_  
Jose Carredano Jr.  
Chair

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

This instrument was acknowledged before me on this \_\_ day of March, 2025, by Jose Carredano Jr. as Chair of West Globeville Metropolitan District No. 1.

WITNESS my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

## TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT (this “License Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2025, by WEST GLOBEVILLE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantor”) whose legal address is 44 Cook Street, Suite 620, Denver, Colorado 80206 and VITA FOX NORTH, L.P., a Delaware limited partnership (“Grantee”) whose legal address is 1801 Wewatta Street, 11<sup>th</sup> Floor, Denver, Colorado 80202.

### RECITALS

WHEREAS, Grantor owns those certain tracts of real property located in the City and County of Denver, State of Colorado, more fully described and depicted on EXHIBIT A attached hereto and incorporated herein by this reference (the “License Property”).

WHEREAS, Grantee desires a license over the License Property for the purpose of ingress, egress, staging of construction materials and construction trailers, parking of construction vehicles, installation of traffic and safety control measures (including those to prevent access of public to the License Property), movement of construction materials and equipment, and construction of temporary facilities, utilities, lighting and fencing (the “License Activity”).

WHEREAS, Grantor is willing to grant Grantee a temporary, non-exclusive license for the purpose of the License Activity on the terms and conditions set forth herein over the License Property.

### GRANT OF LICENSE

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby confessed and acknowledged, Grantor and Grantee agree as follows:

1. License for the License Activity. Grantor, by these presents, does hereby grant Grantee a temporary, non-exclusive license (the “License”) on, over and across the License Property (a) for the purpose of conducting the License Activity, (b) if necessary, to restore those portions of the License Property damaged or destroyed by the completion of the License Activity (the “Restoration Work”), and (c) for access, ingress and egress reasonably necessary to accomplish the foregoing.

2. Performance of the License Activity. The performance of the License Activity shall be undertaken by Grantee subject to and in accordance with the covenants contained in Section 5 hereof.

3. Restoration Work. If within the performance of the License Activity, Grantee causes damage or destruction to the License Property or other property belonging to Grantor (“Damage”), Grantee shall promptly, at its sole cost and expense, restore the License Property or property belonging to Grantor to substantially the same condition of such property prior to

commencement of the License Activity. Grantee shall take such necessary measures to, at all times, minimize damage or disturbance caused by performance of the License Activity. Grantee shall provide written notice to Grantor within 24 hours of any Damage of the License Property by Grantee, its employees, agents, contractors, subcontractors, assigns, lessees and agents (collectively and together with Grantee, "Grantee's Responsible Parties").

4. Reserved Rights. Subject to the other terms and provisions of this License Agreement, Grantor retains all rights to the use and occupancy of the License Property for any and all purposes (the "Reserved Rights"), except that any such Reserved Rights and/or any other use by Grantor of the Licensed Property shall not be inconsistent with, or materially and adversely interfere with, the License and the use thereof by Grantor, and their members, managers, directors, officers, owners, partners, shareholders, employees, agents, attorneys and affiliates and their successors and assigns (collectively with Grantor, the "Indemnitees"). Without limiting the foregoing, the Reserved Rights shall include the right of Grantor and the Indemnitees to: (i) enter upon the License Property at any hour of the day for the purpose of inspecting the same; (ii) construct, maintain or repair infrastructure improvements to the License Property and Grantor's adjacent property; (iii) take such other action as Grantor deems reasonably necessary for the protection of its interest in the License Property; and (iv) grant such easements or other licenses as Grantor may reasonably require in connection with its intended development of the License Property and/or its development of any property adjacent thereto owned by Grantor; provided, however, in each case, any such use shall not be inconsistent with or materially and adversely interfere with the License and the use thereof for the License Activity by Grantee and Grantee's Responsible Parties.

(a) Emergency Repairs. Grantor reserves the right, upon the occurrence of an emergency or other eminent threat of damage or harm to the License Property, or any improvements or persons situated thereon, to access, modify, repair, interrupt, shut down, or otherwise affect the License Activity if, in Grantor's reasonable judgment, such actions are necessary to preserve or protect the operation, function, safety or well-being of any of the foregoing improvements or persons. Grantee hereby releases Grantor from any and all claims, damages, liabilities, losses, actions, judgments, suits, costs or expenses arising from any maintenance, repairs, access, interruption, shut down, modification, or other impact of the License Activity which result from Grantor's exercise of its rights pursuant to this Section 4, except to the extent the same were caused by the gross negligence or willful misconduct of Grantor.

5. Covenants of Grantee. In exercising the rights granted hereunder, utilizing the License, performing the License Activity, and otherwise accessing the License Property, Grantee agrees to each of the following covenants:

(a) Grantee shall protect the License Property from Damage caused in whole or in part by acts or omissions of Grantee or Grantee's Responsible Parties. Grantee shall clean, cure, repair and correct any such Damage to any elements of the License Property.

(b) All License Activity shall be performed at Grantee's sole cost and expense.

(c) Grantee's Responsible Parties shall enter onto the License Property and utilize the License granted hereunder at their own risk and they further ASSUME ALL RISKS related to the same. Grantor shall have no liability to Grantee's Responsible Parties, for any claims, damages, losses, liens, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs), damage to or destruction of property, and death of or injury to any person (collectively, "Losses") related to or arising from entry onto the License Property and use of the License, and Grantor is hereby irrevocably and forever released from the same.

(d) In all actions undertaken on property belonging to Grantor by any of Grantee's Responsible Parties, all work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic's liens) and encumbrances on the License Property.

(e) Grantee shall not cause, or permit to be caused by any of Grantee's Responsible Parties, any Hazardous Materials (defined below) to be transported to, or dumped, spilled, released, permanently stored, or deposited on, over or beneath the License Property or any other lands owned by Grantor. "Hazardous Materials" means substances, materials or waste the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant," or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

(f) Grantee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the License Property and shall obtain all permits and approvals required by applicable governmental or quasi-governmental entities in connection with Grantee's License Activity and use of the License Property as permitted hereunder.

(g) Grantee shall be solely responsible for locating all existing overhead, above ground and underground utilities, including without limitation electrical, cable, sewer, water lines and other utilities. Grantee shall take all necessary precautions to avoid damage to, or injury from, such utilities in performing the License Activity. Grantee agrees to be solely responsible for any such damage to, or injury from, any such utilities on the License Property, which result from the License Activity conducted by Grantee and Grantee's Responsible Parties.

(h) The License and rights granted herein shall not be used in such a manner as to violate any county regulation, city ordinance or state or federal law, rule or regulation.

(i) Grantee shall obtain, keep in force and maintain or cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantor, commercial general liability, combined single limit, bodily injury and property damage and liability insurance (which insurance shall be primary and non-contributing) insuring Grantee and Grantor against all liability arising out of this License Agreement (including Grantee's contractual indemnity obligations hereunder) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000

in the aggregate. Grantee also shall obtain, keep in force and maintain or cause each of its contractors to obtain, keep in force and maintain a policy or policies of insurance covering loss or damage to the License Property, in the amount of the full replacement value thereof against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (“all risk” as such term is used in the insurance industry). All policies required hereunder shall (i) name Grantor and such other parties as Grantor shall require to be named as an additional insured, (ii) contain a waiver of subrogation provision, pursuant to which the insurer(s) waives all expressed and implied rights of subrogation against the named insured and each additional insured and the respective affiliates of each, (iii) name Grantor as loss payee, (iv) shall not be cancelled, lapsed or materially reduced, except where the insurer(s) have provided Grantor at least 30 days advance written notice thereof. In addition, Grantee shall maintain and cause its contractors to maintain workers’ compensation insurance in conformity with applicable state law. The foregoing policies shall all be written by insurance companies licensed to do business in the state in which the License Property is located and having general policyholder’s ratings of at least “A” and a financial rating of at least “V” or greater in the most current Best’s Insurance reports available on the date that the party obtains or renews the insurance policy (or, if such report is no longer published, comparable financial quality of insurance company). Grantee and its contractors shall provide before the expiration of any certificates of coverage, up-to-date certificates of such coverage and subsequent renewals or replacement thereof evidencing the above-described insurance. Any insurance to be provided hereunder may be affected by a policy or policies of blanket insurance covering additional items or locations or insureds.

6. Indemnification.

(a) To the extent permitted by law, Grantee shall indemnify, protect, hold harmless and, in Grantor’s discretion, defend Grantor and the Indemnities from and against any and all Losses, caused by, arising out of or resulting from (i) the breach by Grantee or Grantee’s Responsible Parties of any covenant hereunder, (ii) the exercise by any of Grantee’s Responsible Parties of the rights granted hereunder, (iii) any damage caused by any of Grantee’s Responsible Parties to the License Property or property belonging to Grantor arising out of Grantee’s use of the License or (iv) mechanics liens filed against the License Property as a result of the actions or inactions of any of Grantee’s Responsible Parties.

(b) To the extent permitted by law, without limiting the generality of the foregoing indemnity, Grantee further agrees to indemnify, protect, hold harmless and, in the Indemnitees’ sole discretion, defend the Indemnitees against and in respect of any and all Losses that may be imposed on, incurred by, or asserted against the Indemnitees by any other party or parties (including, without limitation, a governmental entity) arising out of, in connection with, or relating to the presence of any Hazardous Materials on the License Property caused or permitted by any of Grantee’s Responsible Parties.

(c) The rights to indemnification set forth in this License Agreement running to the benefit of the owner of any of the License Property shall continue with respect to any person or entity which has owned an interest in the License Property, notwithstanding the fact that such person or entity has disposed of its interest in the License Property.

(d) The indemnities set forth in this Section 6 shall survive the termination of this License Agreement and the termination of the License granted herein for a period of one (1) year.

7. Termination.

(a) This License Agreement and the rights granted to Grantee hereunder will automatically terminate in part upon the date of a sale, conveyance or other transfer of a portion of the License Property (a “Partial License Property”) as to such Partial License Property on the date of a sale, conveyance or other transfer of the Partial License Property to the City and County of Denver (the “City”).

(b) This License Agreement and the rights granted to Grantee hereunder will automatically terminate in their entirety on the date of a sale, conveyance or other transfer of all or any remaining portion of the License Property that is still subject to the License to the City.

(c) Upon request of Grantor, Grantee shall cooperate to execute any documents necessary to terminate or evidence the termination of this License.

(d) Grantee shall, at its own expense, remove all materials, equipment, and other property related to the License Activity conducted by Grantee and Grantee’s Responsible Parties from the License Property upon the expiration or termination of this License Agreement. If Grantee fails to remove such property within 30 days after the expiration or termination of this License Agreement Grantor shall have the right to remove the property at Grantee's expense. In such event, Grantor may retain any proceeds from the sale or disposal of the property, if applicable, without any obligation to account for or return such proceeds to Grantee. Grantor shall not be liable for any loss, damage, or destruction of such property during removal, storage, or disposal, and Grantee agrees to indemnify and hold Grantor harmless from any claims arising therefrom. Grantee shall have reasonable access to the License Property within the 30 day period to remove the property described herein, but after such period, Grantor shall have no further obligation to provide access.

8. Miscellaneous.

(a) Counterparts. This License Agreement may be executed in several counterparts, and each counterpart shall constitute one License Agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart.

(b) Successors and Assigns. This License Agreement shall be binding on Grantee’s and Grantor’s respective successors and assigns.

(c) Section Headings. The Section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this License Agreement.

(d) Entire Agreement. This License Agreement, together with the exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the subject

matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the parties hereto.

(e) Severability. If any portion of this License 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 License 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 License Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

(f) Governing Law. The terms and provisions of this License Agreement shall be construed under and governed by the laws of the State of Colorado (to which all parties hereto consent to venue and jurisdiction). If any action or proceeding is brought concerning this License Agreement, it shall be brought in, and the sole and exclusive venue of any such action shall be, a court of competent jurisdiction sitting in the location of the License Property. If any action or proceeding shall be brought in any forum in any other location, then it shall, to the fullest extent permitted by law, be stayed upon initiation of any action or proceeding concerning this License Agreement in the foregoing forum.

(g) Waivers. No provision of this License Agreement shall be deemed waived except by a writing executed by the party against whom the waiver is sought to be enforced. No waiver of any provision of this License Agreement shall be deemed a continuing waiver of such provision or deemed a waiver of any other provision of this License Agreement.

(h) Notices. All notices, requests, consents and other formal communication between the parties that are required or permitted under this License Agreement (“Notices”) shall be in writing and shall be sent to the address for the respective addressee provided in the preamble to this License Agreement (each a “Notice Address”). Notices shall be (i) delivered personally with a written receipt of delivery, (ii) sent by a recognized overnight delivery service requiring a written acknowledgment of receipt or providing a certification of delivery or attempted deliver, (iii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iv) delivered by electronic mail (email). All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its Notice Address from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of Notices.

(i) Amendment. This License Agreement may not be amended or terminated except by a written instrument signed by Grantee and Grantor.

(j) Default. If any party hereto breaches any provision of this License Agreement and fails to cure such breach within 10 days after written notice thereof (or in the case of a default that would reasonably take longer than 10 days to cure, such additional time as



is necessary to cure such default, provided that the breaching party has begun the cure of such default within such 10 day period and thereafter diligently and continuously pursues the cure of such default to completion), the non-breaching party shall be entitled to any and all remedies, legal or equitable, which may be available including, without limitation, specific performance. All such remedies, including those set forth in this License Agreement, shall be cumulative. Without limiting the generality of the foregoing, upon a breach of this License Agreement by Grantee and after expiration of the cure period referenced in this Section 8(j), Grantor may immediately terminate this License Agreement and all rights granted to Grantee hereunder.

(k) Attorney Fees. The substantially prevailing party in any action or arbitration brought to enforce or interpret this License Agreement shall be awarded its costs and reasonable documented attorney's fees (including those of in-house counsel), including for any appellate review.

(l) Usage of Terms. When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders.

(m) Authority to Execute. Each person executing this License Agreement represents and warrants that it is duly authorized to execute this License Agreement by the party on whose behalf it is so executing.

(n) No Recording. The provisions hereof shall not constitute a lien or encumbrance on the License Property and neither this License Agreement nor any memorandum thereof shall be placed or suffered to be placed for recording with the recording office for the county (or any other jurisdiction) in which the License Property is located. Grantee hereby appoints Grantor as Grantee's true and lawful attorney-in-fact, coupled with an interest and irrevocable, for the purposes of the execution of such documents and doing such acts as shall be necessary to effect the discharge of the recording of this License Agreement if such recording shall have been accomplished in violation of this paragraph. Recordation of this License Agreement or any memorandum hereof shall constitute a breach of this License Agreement and shall entitle the non-breaching party at its option to terminate this License Agreement and to pursue its remedies resulting from such breach.

(o) Disclaimer of Joint Venture. This License Agreement is not intended to create a joint venture, partnership or agency relationship between Grantee and Grantor, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

(p) Licenses Not Exclusive. The License Agreement and rights granted herein are not exclusive, and the right is hereby reserved to Grantor to grant such other licenses, rights or privileges across, on or pertaining to the License Property to such persons and for such purposes as the then owner(s) of the License Property may, in their sole discretion, select.

(q) Survival. All terms, covenants, releases, and indemnities which are intended to survive termination or expiration of this License Agreement shall survive such termination or expiration, including, without limitation, Grantee's obligations under , Section 3, Section 5 (to the extent any of the same are reasonably applicable after such termination or

expiration), Section 6, and Section 8(a)-(r) of this License Agreement. Under no circumstances, however, shall the License granted to Grantee pursuant to Section 1 survive any such termination or expiration.

(r) Construction. The parties hereto have participated jointly in the negotiation and drafting of this License Agreement. In the event an ambiguity or question of intent or interpretation arises, this License Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this License Agreement.

(s) Governmental Immunity. Nothing in this License Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Grantor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of Grantor and, in particular, governmental immunity afforded or available to Grantor, pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF Grantor and Grantee have executed this License Agreement  
on the date first above written.

**GRANTOR:**

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

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

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

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

**GRANTEE**

VITA FOX NORTH, L.P.,  
a Delaware limited partnership

By: Vita Fox North GP, LLC,  
an Indiana limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: Jose Carredano Jr.  
Title: Manager

## **EXHIBIT A**

### Description and Depiction of License Property