

TIMNATH LAKES METROPOLITAN DISTRICT (“TLMD”) NO. 6

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032
<https://timnathlakesmetrodistricts1-6.com/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Janis Emanuel	President	2025/May 2025
Robert Bol	Treasurer	2027/May 2027
Theodore Antenucci	Assistant Secretary	2025/May 2025
Nick Montalbano	Assistant Secretary	2025/May 2025
VACANT		2027/May 2025
David Solin	Secretary	

DATE: Wednesday, April 17, 2024

TIME: 1:00 p.m.

PLACE: Zoom Meeting: This meeting will be held via Zoom. The meeting can be joined through the directions below:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial in: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
-

- B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.
-

- C. Review and consider approval of the Minutes of the November 8, 2023 Special Meeting (enclosure).
-

II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
-

III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosures):

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Period Ending Jan. 31, 2024
General	\$ 17,283.51	\$ 11,012.85	\$ 11,246.61
Debt Service	\$ -0-		\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 17,283.51	\$ 11,012.85	\$ 11,246.61

Fund	Period Ending Feb. 29, 2024	Period Ending Mar. 31, 2024
General	\$ 25,325.79	\$ 11,950.32
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total Claims	\$ 25,325.79	\$ 11,950.32

- B. Review and accept Unaudited Financial Statements through the period ending December 31, 2023 and Schedule of Cash Position as of _____ (to be distributed).

IV. LEGAL MATTERS

- A. **Conveyance to the District of Tracts J, K, L and N in Timnath Landing Filing No. 1; Tracts A, B and D in Timnath Landing Filing No. 2, and Tract B in Timnath Landing Filing No. 5, Town of Timnath, Larimer County, Colorado.** Review and consider approval or acceptance (as appropriate) of the following documents (enclosed unless otherwise noted):

1. Landscape Acceptance Report dated November 6, 2023 for Timnath Landing Filing Nos. 1, 2 and 5, prepared by PCS Group, Inc.

2. Landscape Acceptance Report dated November 6, 2023 for Timnath Landing Filing No. 6, prepared by PCS Group, Inc.

3. Letter from the District to Lennar Colorado, LLC regarding Conditions to Acceptance of Special Warranty Deed and Bill of Sale (to be distributed).

4. Landscape Installation License Agreement between the District and Lennar Colorado, LLC.

5. Indemnification Agreement (Mechanics' Liens and Public Infrastructure) made and entered into by Lennar Colorado, LLC in favor of the District.

6. Special Warranty Deed between CAC Timnath LLC as Grantor and the District as Grantee.

7. Bill of Sale (for facilities, personal property and improvements) between CAC Timnath LLC as Grantor and the District.

8. Assignment of Warranties (for public infrastructure improvements) between CAC Timnath LLC as Grantor and the District.

V. COVENANT CONTROL MATTERS

- A. _____

VI. CAPITAL MATTERS

- A. Discuss service agreements and maintenance services required for acceptances.

VII. OPERATIONS AND MAINTENANCE

- A. _____

VIII. OTHER BUSINESS

- A. Discuss status of development.

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 16, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TIMNATH LAKES METROPOLITAN DISTRICT NO. 6 HELD NOVEMBER 8, 2023

A Special Meeting of the Board of Directors of the Timnath Lakes Metropolitan District No. 6 (referred to hereafter as "Board") was convened on Wednesday, November 8, 2023 at 3:00 p.m. via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Janis L. Emanuel
Robert Bol
Nick Montalbano

Following discussion, upon motion duly made by Director Emanuel seconded by Director Bol and, upon vote, unanimously carried, the absence of Director Theodore Antenucci was excused.

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Paula Williams, Esq., Kate Olson, Esq., and Craig Sorensen; McGeady Becher P.C.

Curtis Bourgouin; CliftonLarsonAllen LLP

Michael Kuykendall; Catellus Development Corporation

ADMINISTRATIVE MATTERS

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Solin. noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Williams noted that all Directors' Disclosure Statements have been filed, and that no new conflicts were disclosed at the meeting.

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Agenda was approved.

Location of Meeting and Posting of Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by video/telephonic means, and encouraged public participation via video or telephone. The Board further noted that notice of the time, date and location of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Minutes: The Board reviewed the Minutes of the August 17, 2023 Special Meeting.

Following discussion, upon motion duly made by Director Emanuel and seconded by Director Bol and, upon vote, unanimously carried, the Minutes of the August 17, 2023 Special Meeting were approved.

Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: The Board considered Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Mr. Solin reviewed the business to be conducted in 2024 to meet the statutory compliance requirements. Following discussion, the Board determined to schedule regular meetings for 2024 on January 17, April 17, and October 16, 2024 at 1:00 p.m. Meetings will be held virtually.

Following review, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Section 32-1-809, C.R.S., Requirements and Compliance for 2024 (Transparency Notice): Mr. Solin discussed with the Board the Section 32-1-809, C.R.S., requirements and compliance for 2024 (Transparency Notice).

Following discussion, upon motion duly made by Director Emanuel seconded by Director Bol and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website and the District website.

RECORD OF PROCEEDINGS

Insurance Matters:

Cyber Security and Increased Crime Coverage: Attorney Williams discussed cyber security and increased crime coverage options with the Board. No action was taken by the Board.

Insurance Committee: The Board discussed establishing an insurance committee to make final determinations regarding insurance. Following discussion, the Board appointed Mr. Solin to be the Advisory Committee to the Board regarding insurance matters.

District's Insurance and Special District Association Membership: The Board discussed the renewal of the District's insurance and Special District Association ("SDA") membership for 2024.

Following discussion, upon motion duly made by Director Montalbano seconded by Director Emanuel and, upon vote, unanimously carried, the Board approved the renewal of the District's insurance and SDA membership for 2024.

PUBLIC COMMENTS

There were no public comments.

FINANCIAL MATTERS

Payment of Claims: The Board reviewed the payments of claims for the periods ending as follows:

Fund	Period Ending Aug. 31, 2023	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023
General	\$ 22,546.36	\$ 39,738.04	\$ 36,913.37
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-
Total Claims	\$ 22,549.36	\$ 39,738.04	\$ 36,913.37

Following review and discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented.

Unaudited Financial Statements and Schedule of Cash Position: Mr. Bourgouin reviewed with the Board the unaudited financial statements through the period ending September 30, 2023 and the schedule of cash position as of September 30, 2023, updated as of October 31, 2023.

Following review and discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board accepted the unaudited financial statements, through the period ending

RECORD OF PROCEEDINGS

September 30, 2023 and the schedule of cash position as of September 30, 2023, updated as of October 31, 2023, as presented.

Preparation of 2023 Audit: The Board discussed the engagement of Wipfli LLP to prepare the 2023 Audit.

Following discussion, upon motion duly made by Director Montalbano, seconded by Director Emanuel and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to prepare the 2023 Audit, for an amount not to exceed \$6,500.00.

2023 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Mr. Bourgouin informed the Board that an amendment to the 2023 Budget was required.

Following review and discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-06, Resolution to Amend the 2023 Budget.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the public hearing was closed.

Mr. Bourgouin reviewed the estimated 2023 revenues and expenditures and the proposed 2024 revenues and expenditures. It was noted that no mill levy will be certified.

Following discussion, the Board considered the adoption of Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-11-03 to Set Mill Levies. Upon motion duly made by Director Montalbano, seconded by Director Emanuel and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution

RECORD OF PROCEEDINGS

of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before January 3, 2024. Mr. Bourgouin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Larimer County and the Division of Local Government not later than January 10, 2024. Mr. Bourgouin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024.

DLG-70 Certification of Tax Levies Form (“Certification”): Following discussion, upon motion duly made by Director Montalbano, seconded by Director Emanuel and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the Certification, and directed the District Accountant to file the Certification with the Board of County Commissioners and other interested parties.

CliftonLarsonAllen LLP Master Service Agreement and 2024 Statements of Work: The Board reviewed the CliftonLarsonAllen LLP Master Service Agreement and 2024 Statements of Work for accounting services.

Following discussion, upon motion duly made by Director Montalbano, seconded by Director Montalbano and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Service Agreement and 2024 Statements of Work for accounting services.

2025 Budget Preparation: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Montalbano, seconded by Director Emanuel and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget. The Board determined to hold the public hearing to consider adoption of the 2025 Budget on October 16, 2024, at 1:00 p.m., via Zoom.

Statutory Directors’ Fees: It was noted that the District will continue the current practice of paying statutory directors’ fees to Director Bol, but that none of the directors employed by Catellus will receive fees.

LEGAL MATTERS

Engineer’s Report: There was no report available. The Board deferred discussion.

Rules and Regulations Regarding Dedication and Acceptance of Public Improvements: Attorney Williams reviewed with the Board the proposed Rules and Regulations Regarding Dedication and Acceptance of Public Improvements, and the Resolution adopting same.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board approved the Rules and Regulations Regarding Dedication and Acceptance of Public Improvements, and adopted Resolution No. 2023-11-04 Resolution Establishing Rules and Regulations Regarding Dedication and Acceptance of Public Improvements.

Resolution No. 2023-11-05, Resolution Amending Policy on Colorado Open Records Act Requests: Attorney Williams reviewed with the Board the policy amendments contained in Resolution No. 2023-11-05, Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-05, Resolution Amending Policy on Colorado Open Records Act Requests.

CAPITAL MATTERS

Akin Lateral Irrigation Ditch Relocation: The Board deferred discussion.

Service Agreements and Maintenance Services: The Board discussed the need for service agreements and maintenance services for the improvements in areas to be conveyed to the District. Following discussion, the Board directed Mr. Solin to work with Director Montalbano on this matter.

OPERATIONS AND MAINTENANCE

There were no operations and maintenance matters.

OTHER BUSINESS

Status of Development: Director Montalbano provided an update on the status of development in the District's service area and on the anticipated transfer of improvements to the District.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Emanuel, seconded by Director Bol and, upon vote, unanimously carried, the meeting was adjourned at 5:48 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

Timnath Lakes Metropolitan District No.6
November-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CliftonLarsonAllen LLP	3957027	11/7/2023	11/7/2023	\$ 4,457.08	Accounting	7000
McGeady Becher P.C	1434W 9.2023	9/30/2023	9/30/2023	\$ 2,331.45	Legal	7460
Special District Management Services, Inc.	10.2023	10/31/2023	10/31/2023	\$ 10,494.98	District management	7440
				\$ 17,283.51		

Timnath Lakes Metropolitan District No.6
November-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 17,283.51	-	-	\$ 17,283.51
Total Disbursements	\$ 17,283.51	\$ -	\$ -	\$ 17,283.51

**Timnath Lakes Metropolitan District No.6
December-23**

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CliftonLarsonAllen LLP	D1 3986099	11/29/2023	11/29/2023	\$ 984.39	Accounting	7000
CliftonLarsonAllen LLP	D6 3987474	11/29/2023	11/29/2023	\$ 2,066.14	Accounting	7000
Erb Law, LLC	392 D1	10/31/2023	11/30/2023	\$ 15.00	Legal	7460
Erb Law, LLC	422 D1	11/30/2023	12/30/2023	\$ 1,996.00	Legal	7460
Special District Management Services, Inc.	D6 11.2023	11/30/2023	11/30/2023	\$ 2,545.38	District management	7440
Special District Management Services, Inc.	D1 11.2023	11/30/2023	11/30/2023	\$ 3,393.72	District management	7440
The Fort Collins Coloradoan	6011038	10/1/2023	10/1/2023	\$ 12.22	Miscellaneous	7480
				\$ 11,012.85		

Timnath Lakes Metropolitan District No.6
December-23

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,012.85	-		\$ 11,012.85
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Total Disbursements	\$ 11,012.85	\$ -	\$ -	\$ 11,012.85

Timnath Lakes Metropolitan District No.6
January-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Erb Law, LLC	446	12/31/2023	12/31/2023	\$ 1,323.86	Legal	7460
McGeady Becher P.C	1434W 12-2023	12/31/2023	12/31/2023	\$ 1,468.03	Legal	7460
McGeady Becher P.C	1434W 11-2023	11/30/2023	11/30/2023	\$ 2,672.05	Legal	7460
Schedio Group	220501-2445	1/2/2024	2/1/2024	\$ 30.00	Engineering	7857
Special District Management Services, Inc.	D6 12-2023	12/31/2023	12/31/2023	\$ 1,798.15	District management	7440
Special District Management Services, Inc.	D1 12-2023	12/31/2023	12/31/2023	\$ 3,878.42	District management	7440
The Fort Collins Coloradoan	6082360	11/30/2023	11/30/2023	\$ 76.10	Miscellaneous	7480
				\$ 11,246.61		

Timmath Lakes Metropolitan District No.6
January-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,246.61	-		\$ 11,246.61
Total Disbursements	\$ 11,246.61	\$ -	\$ -	\$ 11,246.61

Timnath Lakes Metropolitan District No.6

February-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Colorado Special Districts Property & Liability Pool C/O McGriff, Seibels & Williams, Inc.	D5 24WC-160-0335	8/14/2023	8/14/2023	\$ 450.00	Insurance	7360
Erb Law, LLC	479	1/31/2024	3/1/2024	\$ 5,614.00	Legal	7460
Schedio Group	220501-2520	2/5/2024	3/6/2024	\$ 1,340.00	Engineering	7857
Special District Management Services, Inc.	D6 01.2024	1/31/2024	1/31/2024	\$ 3,029.96	District management	7440
Special District Management Services, Inc.	D1 01.2024	1/31/2024	1/31/2024	\$ 4,891.83	District management	7440
Umb Bank N.A.	D3 966759	1/9/2024	1/9/2024	\$ 3,000.00	Due from Other Districts	1230
Umb Bank N.A.	D1 966760	1/9/2024	1/9/2024	\$ 4,000.00	Due from Other Districts	1230
Umb Bank N.A.	D1 966761	1/9/2024	1/9/2024	\$ 3,000.00	Due from Other Districts	1230
				\$ 25,325.79		

Timmath Lakes Metropolitan District No.6
February-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 25,325.79	-	-	\$ 25,325.79
Total Disbursements	\$ 25,325.79	\$ -	\$ -	\$ 25,325.79

Timnath Lakes Metropolitan District No.6

March-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Gannett Colorado LocalIQ	6208101	1/31/2024	3/31/2024	\$ 52.13	Miscellaneous	7480
McGeady Becher P.C	D6 1434W 01.2024	1/31/2024	1/31/2024	\$ 4,521.15	Legal	7460
Special District Association	D1 2024 Renewal	2/14/2024	2/14/2024	\$ 301.42	Dues and membership	7350
Special District Association	D4 2024 Renewal	2/14/2024	2/14/2024	\$ 225.01	Dues and membership	7350
Special District Association	D2 2024 Renewal	2/14/2024	2/14/2024	\$ 300.52	Dues and membership	7350
Special District Association	D3 2024 Renewal	2/14/2024	2/14/2024	\$ 300.00	Dues and membership	7350
Special District Association	D6 2024 Renewal	2/14/2024	2/14/2024	\$ 591.38	Dues and membership	7350
Special District Association	D5 2024 Renewal	2/14/2024	2/14/2024	\$ 225.01	Dues and membership	7350
Special District Management Services, Inc.	D1 2.2024	2/29/2024	2/29/2024	\$ 3,722.74	District management	7440
Special District Management Services, Inc.	D6 02.2024	2/29/2024	2/29/2024	\$ 1,710.96	District management	7440
				\$ 11,950.32		

Timmath Lakes Metropolitan District No.6
March-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 11,950.32	-		\$ 11,950.32
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Total Disbursements	\$ 11,950.32	\$ -	\$ -	\$ 11,950.32



pcs group inc. www.pcsgroupco.com

community design | entitlement | site design | landscape architecture | community imaging

November 6, 2023

Attn: Travis Hunsaker

Assistant Community Manager - Timnath Lakes Metropolitan District #6

RE: TIMNATH LAKES FILINGS 1, 2 & 5 - LANDSCAPE PLANS - GENERAL LANDSCAPE INSPECTION ITEMS

Travis,

At the request of CAC Timnath LLC, PCS Group Inc., as the Project Landscape Architect for Timnath Lakes, inspected the landscape depicted on the landscape construction drawings (named TIMNATH LANDING FILING 1 - LANDSCAPE PLANS_2017-11-18 / TIMNATH LANDING FILING 2 - LANDSCAPE PLANS_2020-05-08 / TIMNATH LANDING FILING 5 - LANDSCAPE PLANS_2021-06-30) within Timnath Lakes Phase 1.

PCS Group assumes no liability for the work performed or materials installed by the Landscape Contractor or any Subcontractors. The intent of these landscape inspections is to help ensure general conformance with the design intent of the approved landscape plans. Inspection approval by PCS Group shall not relieve the landscape contractor or his work from conforming to county codes, industry standards, or the requirements set forth in the approved landscape plans. Fine grading was inspected from an aesthetic standpoint only. Spot elevations, slopes, drainage patterns, structural design, installation of walls, stairs, pavement, footings and irrigation were also not inspected by PCS Group.

Landscape Acceptance Report:

This Landscape inspection for Timnath Lakes Metro District #6 occurred on October 25, 2023 with a representative from Special District Management Services (Travis Hunsaker - Assistant Community Manager), and myself. Punch list items were addressed on November 1, 2023.

At this time PCS Group is recommending acceptance of the Landscape Improvements within Timnath Landing Filing 1, Filing 2 & Filing 5. The landscape improvements installed were found to be to be in conformance with the approved construction plans and in good condition.

Sincerely,

Jeff Norberg

PCS Group, Inc. - Senior Associate

(720) 443-6222 - jeff@pcsgroupco.com



pcs group inc. www.pcsgroupco.com

community design | entitlement | site design | landscape architecture | community imaging

November 6, 2023

Attn: Travis Hunsaker

Assistant Community Manager - Timnath Lakes Metropolitan District #6

RE: TIMNATH LAKES FILING 6 - LANDSCAPE PLANS - GENERAL LANDSCAPE INSPECTION ITEMS

Travis,

At the request of CAC Timnath LLC, PCS Group Inc., as the Project Landscape Architect for Timnath Lakes, inspected the landscape depicted on the landscape construction drawings (named TIMNATH LANDING FILING NO. 6 - LANDSCAPE PLANS_2021-12-03) within Timnath Lakes Phase 1. Please note, this letter only applies to the landscaping within the area highlighted green on the attached Exhibit A. All other landscaping will be installed by Lennar Homes.

PCS Group assumes no liability for the work performed or materials installed by the Landscape Contractor or any Subcontractors. The intent of these landscape inspections is to help ensure general conformance with the design intent of the approved landscape plans. Inspection approval by PCS Group shall not relieve the landscape contractor or his work from conforming to county codes, industry standards, or the requirements set forth in the approved landscape plans. Fine grading was inspected from an aesthetic standpoint only. Spot elevations, slopes, drainage patterns, structural design, installation of walls, stairs, pavement, footings and irrigation were also not inspected by PCS Group.

Landscape Acceptance Report:

This Landscape inspection for Timnath Lakes Metro District #6 occurred on October 25, 2023 with a representative from Special District Management Services (Travis Hunsaker - Assistant Community Manager), and myself. Punch list items were addressed on November 1, 2023.

At this time PCS Group is recommending acceptance of the Landscape Improvements within Timnath Landing Filing 1, Filing 2 & Filing 5. The landscape improvements installed were found to be in conformance with the approved construction plans and in good condition.

Sincerely,

Jeff Norberg

PCS Group, Inc. - Senior Associate

Exhibit A



LANDSCAPE INSTALLATION LICENSE AGREEMENT

THIS LANDSCAPE INSTALLATION LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2023, by and between **TIMNATH LAKES METROPOLITAN DISTRICT NO. 6**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o SDMS, 141 Union Blvd., Suite 150, Lakewood, CO 80228 (“**Grantor**”) and **LENNAR COLORADO, LLC**, whose address is 9193 Jamaica Street, 4th Floor, Englewood, Colorado 80112 (“**Grantee**”).

RECITALS

- A. Grantor is the owner of Tract A, Timnath Landing Filing No. 6, Town of Timnath, County of Larimer, State of Colorado (the “**Tract**”); and
- B. Pursuant to the authority granted to the Grantor by its Service Plan, as approved by the Town Council of the Town of Timnath, Colorado, as it may be amended from time to time (the “**Service Plan**”), the District may own and operate public improvements, including, but not limited to, open space and landscaping improvements to benefit property owners, residents and guests within its service area.
- C. Grantee has an obligation to complete certain landscaping improvements within the Tract, which landscaping improvements are identified on Exhibit B attached hereto and incorporated herein by reference (the “**Landscaping Improvements**”).
- D. Grantor desires to grant to Grantee a license agreement for the installation of such Landscaping Improvements, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, all of which are fully incorporated and made an integral part of this Agreement, the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (each a “**Party**” and collectively, the “**Parties**”) agree as follows:

- 1. Grant. Grantor hereby grants to Grantee, for it and its contractors, subcontractors, materialmen and suppliers, a temporary non-exclusive license (the “**License**”) over, across and through the Tract solely for the purposes of installation of the Landscaping Improvements. In no event shall Grantee be entitled to use the Tract for any other purposes without the prior written consent of the Grantor.
- 2. Maintenance and Restoration Obligations. Grantee shall be solely responsible to ensure that, during the License Term (as defined below) and immediately upon expiration or termination of this Agreement, the Tract is left in a clean and orderly fashion, free from all trash and other debris, in the same condition as the Tract appeared upon the commencement of the

License Term, excluding the changed condition resulting from the installation of the Landscaping Improvements.

3. Representations or Warranties. Grantor represents and warrants to Grantee that it owns fee title to the Tract and that Grantor has the right and authority to enter into this License Agreement. Except as aforesaid, Grantee accepts the Tract in its “as is” condition and configuration, with all faults, and accepts all risks related thereto. No representations or warranties have been or are being made by Grantor regarding the condition of the Tract or the suitability of the Tract for any purpose and Grantor hereby disclaims any and all warranties, whether express or implied by law, with regard to the Tract.

4. Insurance. Upon execution of this Agreement, Grantee shall deliver to Grantor a certificate of insurance (in a form acceptable to Grantor) showing that Grantee currently carries such commercial general liability and other risk insurance coverages with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and naming Grantor as an additional insured thereon. In the event such certificate is not delivered by Grantee or Grantor determines that the coverages and amounts are not acceptable, Grantor may terminate the License immediately and without prior notice.

5. Certain Reserved Rights. Grantor reserves the right to use the Tract so long as such use does not materially or unreasonably interfere with the use of Grantee as permitted herein.

6. Damages; Indemnification. Except as may be prohibited or limited by applicable law, (i) Grantee will be responsible for all costs required to repair damages to the Tract caused by Grantee or its permittees in the exercise of the rights granted under this Agreement and (ii) Grantee shall indemnify and hold Grantor harmless from and against actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor (collectively, “Claims”) which result from or arise out of any grossly negligent act or omission or the willful misconduct of Grantee or its permittees from the exercise of the rights granted under this Agreement; provided, however, such indemnification shall not extend to any Claims caused by or arising from Grantor’s gross negligence or willful misconduct. Grantor does not waive, and no provision of this Agreement shall be deemed a waiver of, the immunities and limitations of liabilities to which Grantor is entitled as a matter of law, including, without limitation, the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

7. Assignment. Neither Party shall assign or transfer this Agreement or the License granted herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Term. The License granted herein shall commence on the date of mutual execution hereof by the Parties and expire on the earlier to occur of: (a) delivery to Grantor of a certificate of the landscape architect that prepared the landscaping plans for the Tract confirming the completion of the Landscaping Improvements; or (b) July 15, 2024 unless otherwise extended by mutual agreement of the Parties. Notwithstanding the foregoing, in the event that

Grantee breaches this Agreement, including the use of the Tract for uses not permitted by this Agreement or otherwise in a manner that violates applicable Colorado law, Grantor may immediately terminate this Agreement and the License granted hereby, provided however, that Sections 2, 3 and 6 through 17 shall survive and not be affected by the termination of this Agreement.

9. No Third Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement shall be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action under this Agreement by any other or third person.

10. Amendments. No modification, waiver or amendment of any of the terms or conditions of this Agreement shall be binding upon a Party unless in writing and signed by such Party.

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

12. Entire Agreement. This 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.

13. Disclaimer of Joint Venture. This 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.

14. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys' fees and costs.

15. Section Headings. The section headings contained herein are included for reference purposes only.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement.

17. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Snow Plow Storage License Agreement as of the date first set forth above.

[Signatures appear on the following page.]

GRANTOR:

**TIMNATH LAKES METROPOLITAN DISTRICT,
NO. 6**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

GRANTEE:

LENNAR COLORADO, LLC

By: _____
Name: _____
Title: _____

**INDEMNIFICATION AGREEMENT
(Mechanics' Liens and Public Infrastructure)**

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into effective as of _____, 2023 ("Effective Date"), by Lennar Colorado, LLC, a Colorado limited liability company ("Indemnitor" or "Lennar"), in favor of Timnath Lakes Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado ("Indemnitee" or "District").

RECITALS:

- A. Lennar owns certain real property within the service area of the District upon which it has constructed Public Infrastructure (defined below).
- B. Pursuant to the District's Rules and Regulations Regarding Dedication of Public Improvements, prior to the District accepting real property or Public Infrastructure, Lennar is required to provide lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers for the Public Infrastructure have been paid in full.
- C. Lennar and the District desire to enter into this Agreement whereby Lennar provides assurance to the District that no contractors, subcontractors, material providers or suppliers that performed any work on or provided materials for the Public Infrastructure have any claim for any mechanics' or materialmans' liens related to the Public Infrastructure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged and accepted by the parties, the parties to this Agreement agree as follows:

AGREEMENT:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:

TERM:

DEFINITION:

Construction: Any and all work, construction and/or placement or segregation of materials performed by or on behalf of Indemnitor on the Property related to the Public Infrastructure.

Public Infrastructure: Pursuant to the District's Service Plan, as approved by the Town of Timnath, Colorado, the District is authorized to construct, acquire and install public improvements, including water, sanitation (including storm drainage), street, safety protection, park and recreation transportation, television relay and translation, and mosquito control and other facilities and services, which benefit property within the District's boundaries and/or service area. As used herein, the term "Public Infrastructure" means all public improvements described in the

preceding sentence that Lennar has agreed to construct (and has in fact caused to be constructed).

Mechanics' Liens: All liens or rights to lien existing against the Property or which subsequently attach or are claimed against the Public Infrastructure or the Property by reason of Indemnitor's Construction of the Public Infrastructure.

Property: That certain real property as described on Exhibit A attached hereto.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. As of the Effective Date, Indemnitor represents and warrants to Indemnitee as to the Public Infrastructure that: (a) all sums due and owing for Construction of the Public Infrastructure have been paid or will be paid promptly and in full before the respective times for filing Mechanics' Liens affecting the Property or the Public Infrastructure; (b) Indemnitor has funds sufficient to pay all Construction costs applicable to the Public Infrastructure; (c) as of the Effective Date, there are no Mechanics' Liens against the Property or the Public Infrastructure; and (d) no claims have been made to Indemnitor and no suits are now pending on behalf of any contractor, subcontractor, material provider or supplier in relation to the Construction.

3. TERM. This Agreement shall remain in effect for a period of one (1) year after the Effective Date; provided that no claim of Mechanics' Lien has been asserted at such time. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed to expire if a claim of Mechanics' Lien has been asserted at such time and such expiration shall be stayed until the claim of Mechanics' Lien has been resolved pursuant to this Agreement.

4. INDEMNIFICATION OBLIGATIONS.

4.1. Indemnity. Indemnitor shall at all times indemnify, defend and hold Indemnitee and its directors, officers, managers, agents and employees harmless against any liabilities, claims of liability, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments and damages of any kind or character whatsoever, including, but not limited to, reasonable attorneys' fees and costs incurred or sustained by Indemnitee, and actual attorneys' fees awarded against Indemnitee by reason of Mechanics' Liens for labor performed or materials used or furnished in the Construction of the Public Infrastructure or in any action at law or equity under any theory of recovery by reason of the existence of Mechanics' Liens for labor performed or materials used or furnished in the Construction of the Public Infrastructure. Insurance coverage carried by Indemnitor shall in no way lessen or limit the liability of Indemnitor under the terms of this indemnification obligation.

4.2. Duty To Notify Indemnitee. If any action is filed at law or in equity or any judicial or non-judicial proceeding (including arbitration) is commenced against the Property that triggers Indemnitor's indemnification obligation in Section 4.1, Indemnitor agrees to promptly notify Indemnitee in writing of such claim, action or proceeding as soon as possible of Indemnitor's acquisition of knowledge thereof but, in no event, later than thirty (30) days from receipt of said knowledge.

4.3. Rights and Obligations. Indemnitor shall cause any Mechanic's Lien to be removed from the Property and/or the Public Infrastructure, as applicable, within thirty (30) days of written notice to Indemnitor of recordation thereof. In the event Indemnitor fails to do so, Indemnitee is authorized to use whatever means in its discretion it may deem appropriate to cause said Mechanics' Lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by Indemnitor. If the payment of a sum of money or bonding will discharge, eliminate or remove the effect of the Mechanics' Lien as to the Property, Indemnitor shall pay such sum or obtain such bond as is sufficient to discharge, eliminate or remove the Mechanics' Lien in a manner legally sufficient to effect the release of the Mechanics' Lien of record, and shall deliver documents to Indemnitee, in a form reasonably satisfactory to Indemnitee.

5. LIEN WAIVERS. Indemnitor's indemnification obligations set forth herein are given in lieu of providing lien waivers from all of the contractors who performed labor or supplies materials for the construction of the Public Infrastructure shall hereby be deemed satisfied.

6. REMEDIES. Indemnitor specifically acknowledges that upon any default by the Indemnitor under this Agreement after demand by Indemnitee, Indemnitee shall have the right to exercise any and all remedies available at law, in equity or under this Agreement against the Indemnitor, including, but not limited to, injunctive relief, specific performance, damages and/or self-help.

7. NOTICE. Any notices, demands or communications under this Agreement between Indemnitor and Indemnitee shall be in writing and may be given either by personal service, electronic-mail, by overnight delivery, or by mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth on the signature page of this Agreement. If the address for Indemnitee is not completed on the signature page, notice to Indemnitee shall be given to Indemnitee's State office. All notices given in accordance with the requirements in this Section shall be deemed to be received as of the earlier of actual receipt by the addressee thereof or the expiration of ninety-six (96) hours after depositing same in the United States Postal System.

8. MISCELLANEOUS.

8.1. No Waiver. No delay or omission by Indemnitee in exercising any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Indemnitee of a breach of any of the covenants, agreements, restrictions, obligations or conditions of this Agreement to be performed by the Indemnitor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, obligations or conditions under this Agreement.

8.2. No Third-Party Beneficiaries. This Agreement is only between Indemnitor and Indemnitee, and is not intended to be, nor shall it be construed as being, for the benefit of any third-party.

8.3. Partial Invalidity. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.4. Modification or Amendment. Any alteration, change, modification or amendment of this Agreement or any documents incorporated herein, in order to become effective, shall be made by written instrument executed by all parties this Agreement.

8.5. Execution in Counterpart. This Agreement and any modification, amendment or supplement to this Agreement may be executed by Indemnitor in several counterparts, and as so executed, shall constitute one agreement binding on all Indemnitors, notwithstanding that all Indemnitors are not signatories to the original or the same counterpart.

8.6. Merger of Prior Agreements And Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding and agreement between the parties relating to the obligations of Lennar and the District with respect to Mechanics' Liens, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, shall be of no force or effect.

8.7. Other. This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Exclusive venue shall be in the Larimer County District Court. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At Indemnitee's request, Indemnitor shall carry on its duties and obligations under this Agreement during any legal proceedings until and unless this Agreement is otherwise terminated. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. The recitals set forth hereinabove are incorporated into this Agreement. This Agreement shall inure to the benefit of and bind the personal representatives, successors and assigns of the parties hereto.

8.8. Governmental Immunity. Nothing in this 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 the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

The parties to this Agreement execute the same to become effective as of the Effective Date.

INDEMNITOR:

Lennar Colorado, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

9193 S. Jamaica Street, 4th Fl.
Englewood, CO 80112

INDEMNITEE:

Timnath Lakes Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Name: _____

Title: _____

Address:

Exhibit A

Property

Tract A, Timnath Landing Filing No. 6, Town of Timnath, Larimer County, Colorado

Assessor's Schedule or Parcel Number: 8735324001

After Recording Return To:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80237
Attn: Paula Williams

No Documentary Fee - Exempt

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2024, between CAC TIMNATH LLC, a Delaware limited liability company (the “Grantor”), and TIMNATH LAKES METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the “Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Larimer, State of Colorado, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

EXCEPTING AND RESERVING unto the Grantor from the above-described conveyances:

1. Mineral Rights. Any and all Grantor’s right, title and interest in and to any and all oil, gas, rights in producing and nonproducing wells, geothermal rights and other minerals and mineral rights of every kind or character (whether similar or dissimilar) lying in, on, or under or that may be produced from the Property, including, without limitation, any and all royalties, bonus amounts, delay rentals and other payments due and payable under any existing or future oil, gas or mineral lease.
2. Water Rights. Any and all of Grantor’s right, title and interest in and to any and all water and water rights of any nature whatsoever, appurtenant to, associated with or historically used on the Property, including without limitation all surface and subsurface rights and all wells and well permits, springs and spring rights, reservoir and reservoir rights of every kind or nature, water storage rights, irrigation rights, sub-irrigation rights, return flows, conditional rights, ditches, ditch rights-of-way, and ditch rights of any type, including all shares or certificates of any type in ditch, reservoir, irrigation or water delivery companies or associations.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto 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 the Grantor, either in law or in equity, of, in and to the Property;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, and Grantee's 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 Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to those matters in the real property records of Larimer County, Colorado;

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

GRANTOR:

CAC TIMNATH LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2024, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
to Special Warranty Deed

Legal Description

Tracts J, K, L, and N in Timnath Landing Filing No. 1, according to the Plat recorded August 28, 2019 at Reception No. 20190051031, County of Larimer, State of Colorado.

Tracts A, B and D in Timnath Landing Filing No. 2, according to the Plat recorded June 30, 2020 at Reception No. 20200047375, County of Larimer, State of Colorado.

Tract B in Timnath Landing Filing No. 5, according to the Plat recorded September 7, 2021 at Reception No. 20210083894, County of Larimer, State of Colorado.

BILL OF SALE

KNOW ALL BY THESE PRESENTS that CAC Timnath LLC, a Delaware 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 Timnath Lakes Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (“**District**”), 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 (“**Improvements**”), excluding therefrom those Improvements previously conveyed to other jurisdictions for perpetual ownership.

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the sale of said Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever, and warrants that (i) the conveyance of the Improvements to the District, its successors and assigns, is made free from any known existing claims or demands; and (ii) the Improvements were constructed and installed in material conformance with plans and specifications reviewed and approved by the District and all applicable Rules and Regulations of the District.

IN WITNESS WHEREOF, Grantor executes this Bill of Sale this _____ day of _____, 2024.

GRANTOR:

CAC TIMNATH LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
IMPROVEMENTS

District Improvements includes streets, sidewalks, landscaping, lighting, water lines, storm drains, sanitary and sewer lines and related dry utility (e.g., gas, electric and telephone) improvements necessary for the installation and/or operation of other District Improvements constructed within and adjacent to:

Tracts J, K, L, and N in Timnath Landing Filing No. 1, according to the Plat recorded August 28, 2019 at Reception No. 20190051031, County of Larimer, State of Colorado.

Tracts A, B and D in Timnath Landing Filing No. 2, according to the Plat recorded June 30, 2020 at Reception No. 20200047375, County of Larimer, State of Colorado.

Tract B in Timnath Landing Filing No. 5, according to the Plat recorded September 7, 2021 at Reception No. 20210083894, County of Larimer, State of Colorado.

ASSIGNMENT OF WARRANTIES

“District Improvements”: Those public infrastructure improvements described on **Exhibit A**.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **CAC TIMNATH LLC**, a Delaware limited liability company (“Grantor”), hereby assigns to **TIMNATH LAKES METROPOLITAN DISTRICT NO. 6** (“District”) any and all contractual warranties, equipment warranties, and product warranties issued in connection with the District Improvements, and authorizes the District to enforce such warranties. The Grantor further agrees to cooperate in the prosecution of any and all such warranty claims, including providing records, drawings, blueprints, specifications, results of materials tests and inspections, and testimony of such witnesses as may be necessary to document any and all warranty claims. Additionally, in the event and to the extent that any contractor or supplier does not honor the District’s right to enforce any warranties hereunder assigned, Grantor shall reasonably cooperate with the District to enforce such rights for and on behalf of the District.

GRANTOR:

CAC TIMNATH LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

DISTRICT IMPROVEMENTS

District Improvements includes streets, sidewalks, landscaping, lighting, water lines, storm drains, sanitary and sewer lines and related dry utility (e.g., gas, electric and telephone) improvements necessary for the installation and/or operation of other District Improvements constructed within and adjacent to:

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