

LARKRIDGE METROPOLITAN DISTRICT NO. 2 (“DISTRICT”)

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898

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Website: <https://larkridgemd1-2.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jonathan Perlmutter	President	2027/May 2027
Brian S. Heinze	Treasurer	2027/May 2027
Shell D. Cook	Assistant Secretary	2025/May 2025
Jay Perlmutter	Assistant Secretary	2025/May 2025
Darrin Keslar	Assistant Secretary	2027/May 2027
Steve Beck	Secretary (not an elected position)	

DATE: October 10, 2023

TIME: 11:00 a.m.

PLACE:

<i>Physical Location</i>	<i>Conference Call</i>
Jordon Perlmutter & Co. 1601 Blake Street, Suite 600 Denver, Colorado 80202	Phone Number: 720-931-4262 Passcode: 2462

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum, location of the meeting and posting of meeting notices. Approve Agenda

C. Review and approve the Minutes of the July 26, 2023 Regular Meeting (enclosure).

D. Discuss business to be conducted in 2024 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution No. 2023-10-01; Resolution Establishing Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

E. Insurance Discussion

a. Cyber Security and Increased Crime Coverage.

b. Establish Insurance Committee to make final determinations regarding insurance, if necessary.

- c. Authorize renewal of District’s insurance and Special District Association (SDA) membership for 2024.
-

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.
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III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for periods indicated below (enclosures):

Fund	Period ending July 31, 2023	Period ending Aug. 31, 2023	Period ending Sept. 30, 2023
General	\$ 8,521.91	\$ 13,013.61	\$ 6,096.99
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,521.91	\$ 13,013.61	\$ 6,096.99

- B. Review and accept unaudited quarterly financial statements through the period ending September 30, 2023 and the schedule of cash position statement _____, 2023 (to be distributed).
-

- C. Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution No. 2023-10-__; Resolution to Amend the 2023 Budget and Appropriate Expenditures.
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- D. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-10-__; Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-10-__; Resolution to Set Mill Levies (enclosures).
-

- E. Authorize District Accountant to prepare, and appoint Board Member to sign, the DLG-70 Certification of Tax Levies Form (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
-

- F. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (to be distributed).
-

- G. Review and consider approval of Statement of Work (SOW) between the District and CliftonLarsonAllen LLP for 2024 Accounting Services (to be distributed).
-

- H. Consider appointment of District Accountant to prepare 2025 Budget.
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- I. Discuss statutory requirements for an audit. Consider engagement of Dazzio & Associates, P.C. for preparation of 2023 Audit, in the amount of \$_____ (to be distributed).
-

IV. LEGAL MATTERS

- A. Discuss and consider adoption of Resolution No. 2023-10-__; Resolution Amending Policy on Colorado Open Records Act Requests (enclosure).
-

- B. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2024 (District Transparency Notice).
-

- C. Review and consider approval of Operation Funding Agreement by and between the District and Thornton 164 LLC (to be distributed).
-

- D. Rescind approval of Easement Agreement (District Roads 1, 2, 3, 4, 5, 6, 7, 8, and 9) by and between the District and Thornton 164 LLC.
-

- E. Review and consider approval of the Special Warranty Deed by and between the District and K1 Thornton Realty LLC (District Road – Tract D-1F) (enclosure).
-

- F. Review and consider approval of the Bill of Sale by K1 Thornton Realty LLC to the District (District Road – Tract D-1F) (enclosure).
-

- G. Review and consider approval of Easement Agreement (District Road – Tract D-1F) by and between the District and Thornton 164 LLC (enclosure).
-

H. Discuss status of conveyance of Easements.

I. Consider approval of Service Agreement for Landscape Maintenance Services with Terracare Associates, LLC (to be distributed).

G. Discuss District's services for 2024 and consider approval of necessary service agreements for related services.

V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE LARKRIDGE METROPOLITAN DISTRICT NO. 2 HELD JULY 26, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Larkridge Metropolitan District No. 2 (the “District”) was convened on Wednesday, the 26th day of July, 2023 at 10:00 a.m. at Jordon Perlmutter & Co., 1601 Blake Street, Suite 600, Denver, Colorado 80202 and via conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Shell D. Cook
Jonathan Perlmutter
Jay Perlmutter
Brian S. Heinze
Darrin Keslar

Also In Attendance Were:

Steve Beck; Special District Management Services, Inc.

MaryAnn M. McGeady, Esq., Kate Olson, Esq. (in person) and Zander Myers; McGeady Becher P.C. (by telephone, for a portion of the meeting)

Jason Carroll; CliftonLarsonAllen LLP

David Dansky, Esq.; Foster, Graham, Milstein & Calisher, LLP (by telephone, for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested 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 statute. It was noted by Attorney McGeady that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Cook, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Agenda was approved, as presented.

Quorum/Confirm Location of Meeting/Posting of Meeting Notices: Mr. Beck confirmed the presence of a quorum.

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. Following discussion, upon motion duly made by Director Cook, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location, which is within 20 miles of the District. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Cook, seconded by Director Jonathan Perlmutter, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://larkridgemd1-2.colorado.gov/> or if posting on the website is unavailable, notice will be posted at the southwest corner of the intersection of North Washington Street and E. 162nd Avenue.

Minutes: The Board reviewed the Minutes of the October 26, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Cook and, upon vote, unanimously carried, the Board approved the Minutes of the October 26, 2022 Special Meeting.

May 2, 2023 Election: Mr. Beck noted for the Board that the May 2, 2023 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Board of Directors. Directors Brian Heinze, Jay Perlmutter and Jonathan Perlmutter were deemed elected to 4-year terms ending in May 2027.

Resignation of Ann Finn as Secretary to the Board: The Board discussed the resignation of Ann Finn as Secretary to the Board and considered the appointment of Steve Beck as Secretary to the Board.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Cook and, upon vote, unanimously carried, the Board acknowledged the resignation of Ann Finn and appointed Steve Beck as Secretary to the Board.

Board Resignation: The Board acknowledged the resignation of Director Douglas Ernst, effective May 31, 2023.

Board Appointment: The Board discussed the vacancy on the Board. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, eligible elector, Darrin Keslar, was nominated to serve on the Board. Following discussion, upon motion duly made, seconded and unanimously carried, the Board appointed Darrin Keslar to fill the vacancy on the Board. The Oath of Office was administered by Director Jonathan Perlmutter and filed with the Adams County Clerk and Recorder by Ms. Myers concurrent with the meeting.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers. Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Cook and, upon vote, unanimously carried, the following slate of officers were appointed for the District:

President	Jonathan Perlmutter
Treasurer	Brian S. Heinze
Secretary	Steve Beck (non-elected position)
Assistant Secretary	Shell D. Cook
Assistant Secretary	Darrin Keslar
Assistant Secretary	Jay Perlmutter

2023 Special District Association’s Annual Conference: Mr. Beck discussed the SDA Conference with the Board and noted the information concerning the details of the conference will be emailed to them once the information is available.

**PUBLIC
COMMENTS**

There were no public comments.

**FINANCIAL
MATTERS**

Claims: The Board considered ratifying the approval of the payment of claims as follows:

RECORD OF PROCEEDINGS

Fund	Period ending Nov. 14, 2022	Period ending Dec. 12, 2022	Period ending January 11, 2023	Period ending February 9, 2023
General	\$ 4,929.49	\$ 12,118.24	\$ 2,532.32	\$ 2,698.02
Debt	\$ -0-	\$ -0-	\$ 4,000.00	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 4,929.49	\$ 12,118.24	\$ 6,532.32	\$ 2,698.02

Fund	Period ending March 9, 2023	Period ending April 12, 2023	Period ending May 9, 2023	Period ending June 30, 2023
General	\$ 3,336.70	\$ 5,533.95	\$ 2,296.83	\$ 6,826.10
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 3,336.70	\$ 5,533.95	\$ 2,296.83	\$ 6,826.10

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

Unaudited Financial Statements: Mr. Carroll reviewed with the Board the Board accepted the unaudited quarterly financial statements through period December 31, 2022 and the schedule of cash position statement updated May 30, 2023.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Shell and, upon vote, unanimously carried, the Board accepted the unaudited quarterly financial statements through period December 31, 2022 and the schedule of cash position statement updated May 30, 2023.

2022 Audit: Mr. Carroll reviewed with the Board the draft 2022 Audit.

Following review and discussion, upon motion duly made by Director Cook, seconded by Director Jay Perlmutter, and upon vote, unanimously carried, the Board approved the 2022 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an unmodified opinion letter from Auditor.

Possible Bond Issuance: The Board discussed a future bond issuance in anticipation of completing vertical build-out within the next few years. The Board directed the District Accountant to provide a presentation to the Board at the October Budget Meeting.

2024 Budget Hearing: The Board set the date for the 2024 Budget Public Hearing for Tuesday, October 10, 2023 at 11:00 AM to be held in person at Jordon Perlmutter & Co., 1601 Blake Street, Suite 600, Denver, Colorado 80202.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Conveyance of Easements: Attorney Dansky discussed with the Board the status and timing of the easements and conveyances.

OPERATIONS

Operations and Maintenance Agreement between Thornton 164 LLC and the District: The Board deferred discussion and no action was taken.

CAPITAL MATTERS

There were no capital matters.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Cook, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Regular Meeting was adjourned.

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2023-10-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LARKRIDGE METROPOLITAN DISTRICT NO. 2 ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Larkridge Metropolitan District No. 2 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2024 shall be held on _____ at _____, at Jordan Perlmutter & Co., 1601 Blake Street, Suite 600, Denver, Colorado 80202 and via conference call.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://larkridgemd1-2.colorado.gov/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) Northwest corner of the intersection of North Washington Street and E. 162nd Avenue.

9. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**LARKRIDGE METROPOLITAN
DISTRICT NO. 2**

By: _____
President

Attest:

Secretary

Funds Available
7.20.23
By Robert J Campbell

Released
7.20.23
Chm

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1860 <i>m</i>						
07/13/2023	CliftonLarsonAllen LLP	3768219	Accounting	1-7000	3,332.70	3,332.70
07/13/2023	CliftonLarsonAllen LLP	3797611	Accounting	1-7000	3,126.38	3,126.38
Total 1860:						<u>6,459.08</u>
1861 <i>m</i>						
07/13/2023	McGeedy Becher P.C.	699M 5-2023	Legal Services	1-7460	1,088.78	1,088.78
Total 1861:						<u>1,088.78</u>
1862 <i>C</i>						
07/13/2023	Special Dist Mgmt Services	06-2023	District Manage	1-7440	974.05	974.05
Total 1862:						<u>974.05</u>
Grand Totals:						<u><u>8,521.91</u></u>

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1860						
07/13/2023	CliftonLarsonAllen LLP	3768219	Accounting	1-7000	3,332.70	3,332.70
07/13/2023	CliftonLarsonAllen LLP	3797611	Accounting	1-7000	3,126.38	3,126.38
Total 1860:						6,459.08
1861						
07/13/2023	McGeady Becher P.C.	699M 5-2023	Legal Services	1-7460	1,088.78	1,088.78
Total 1861:						1,088.78
1862						
07/13/2023	Special Dist Mgmt Services	06-2023	District Manage	1-7440	974.05	974.05
Total 1862:						974.05
Grand Totals:						8,521.91

Larkridge Metropolitan District No. 2
July-23

	General	Capital	Debt	Totals
Disbursements	\$ 8,521.91			\$ 8,521.91
<u>Total Disbursements from Checking Acct</u>	<u>\$ 8,521.91</u>	<u>\$ -</u>		<u>\$ 8,521.91</u>

*Funds Available
8.10.23
Robert J. Campbell*

*Released
8.17.23
Chu*

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1863 08/09/2023	CliftonLarsonAllen LLP	3829184	Accounting	1-7000	2,196.08	2,196.08
Total 1863:						2,196.08
1864 08/09/2023	Dazzio & Associates	632	Audit Fees	1-7020	5,200.00	5,200.00
Total 1864:						5,200.00
1865 08/09/2023	Foster Graham Milstein & C	213082	Legal Services	1-7460	1,012.50	1,012.50
Total 1865:						1,012.50
1866 08/09/2023	McGeady Becher P.C.	699M 6-2023	Legal Services	1-7460	2,845.68	2,845.68
Total 1866:						2,845.68
1867 08/09/2023	Special Dist Mgmt Services	07-2023	District Manage	1-7440	1,759.35	1,759.35
Total 1867:						1,759.35
Grand Totals:						13,013.61

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1863						
08/09/2023	CliftonLarsonAllen LLP	3829184	Accounting	1-7000	2,196.08	<u>2,196.08</u>
Total 1863:						<u>2,196.08</u>
1864						
08/09/2023	Dazzio & Associates	632	Audit Fees	1-7020	5,200.00	<u>5,200.00</u>
Total 1864:						<u>5,200.00</u>
1865						
08/09/2023	Foster Graham Milstein & C	213082	Legal Services	1-7460	1,012.50	<u>1,012.50</u>
Total 1865:						<u>1,012.50</u>
1866						
08/09/2023	McGeady Becher P.C.	699M 6-2023	Legal Services	1-7460	2,845.68	<u>2,845.68</u>
Total 1866:						<u>2,845.68</u>
1867						
08/09/2023	Special Dist Mgmt Services	07-2023	District Manage	1-7440	1,759.35	<u>1,759.35</u>
Total 1867:						<u>1,759.35</u>
Grand Totals:						<u><u>13,013.61</u></u>

Larkridge Metropolitan District No. 2
August-23

	General	Capital	Debt	Totals
Disbursements	\$ 13,013.61			\$ 13,013.61
Total Disbursements from Checking Acct	\$ 13,013.61	\$ -		\$ 13,013.61

*Funds Available
Robert Campbell
9.19.2023*

*Released
9.20.23
Cru*

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1868 09/08/2023	McGeady Becher P.C.	699M 07-2023	Legal Services	1-7460	5,299.82	5,299.82
Total 1868:						5,299.82
1869 09/08/2023	Special Dist Mgmt Services	08-2023	District Manage	1-7440	797.17	797.17
Total 1869:						797.17
Grand Totals:						6,096.99

Check No/Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1868 09/08/2023	McGeady Becher P.C.	699M 07-2023	Legal Services	1-7460	5,299.82	<u>5,299.82</u>
Total 1868:						<u>5,299.82</u>
1869 09/08/2023	Special Dist Mgmt Services	08-2023	District Manage	1-7440	797.17	<u>797.17</u>
Total 1869:						<u>797.17</u>
Grand Totals:						<u><u>6,096.99</u></u>

Larkridge Metropolitan District No. 2
September-23

	General	Capital	Debt	Totals
Disbursements	\$ 6,096.99			\$ 6,096.99
Total Disbursements from Checking Acct	\$ 6,096.99	\$ -		\$ 6,096.99

RESOLUTION NO. 2023-10-02

**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF LARKRIDGE
METROPOLITAN DISTRICT NO. 2, ADAMS COUNTY, COLORADO, PURSUANT TO
SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND REVENUES FOR
EACH FUND, ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY
FOR THE BUDGET YEAR 2024**

A. The Board of Directors of Larkridge Metropolitan District No. 2 (the “**District**”) has appointed the District Accountant to prepare and submit a proposed budget to said governing body at the proper time.

B. The District Accountant has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 10, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. Whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LARKRIDGE METROPOLITAN DISTRICT NO. 2, ADAMS COUNTY, COLORADO:

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**LARKRIDGE METROPOLITAN
DISTRICT NO. 2**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

I, James Steven Beck, hereby certify that I am the duly appointed Secretary of the Larkridge Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Larkridge Metropolitan District No. 2 held on October 10, 2023.

Secretary

RESOLUTION NO. 2023-10-03

RESOLUTION TO SET MILL LEVIES

**RESOLUTION OF THE LARKRIDGE METROPOLITAN DISTRICT NO. 2 LEVYING
GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE
YEAR 2023, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2024
BUDGET YEAR**

A. The Board of Directors of the Larkridge Metropolitan District No. 2 (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on October 10, 2023.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of the Larkridge Metropolitan District No. 2, Adams County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on October 10, 2023.

**LARKRIDGE METROPOLITAN
DISTRICT NO. 2**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, James Steven Beck, hereby certify that I am the duly appointed Secretary of the Larkridge Metropolitan District No. 2, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Larkridge Metropolitan District No. 2 held on October 10, 2023.

Secretary

RESOLUTION NO. 2023-10-04
LARKRIDGE METROPOLITAN DISTRICT NO. 2
AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS

A. On June 8, 2021, Larkridge Metropolitan District No. 2 (the “**District**”) adopted Second Amendment to Resolution No. 2013-11-03; Resolution Regarding Colorado Open Records Act Requests (the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Larkridge Metropolitan District No. 2, Adams County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 1 of the Resolution. Section 1 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“1. James Steven “Steve” Beck, the District Manager for the District, is hereby designated as the “**Official Custodian**” of the public records of the District, as such term is defined in Section 24-72-202(2). Contact information for the Official Custodian is: James Steven “Steve” Beck, 141 Union Boulevard, Suite 150, Lakewood, CO 80228 – Phone: 303-987-0835. Fax: 303-987-2032. Email: sbeck@sdmsi.com.”

(b) Amendment to Section 3 of the Resolution. Section 3 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the custodian. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall send the record(s) to the requester

as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(c) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(d) Amendment to Section 7 of the Resolution. Section 7 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2023-10-04]

RESOLUTION APPROVED AND ADOPTED ON October 10, 2023.

**LARKRIDGE METROPOLITAN
DISTRICT NO. 2**

By: _____
President

Attest:

Secretary

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

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this day of _____, 2023, is by and between K1 THORNTON REALTY LLC, a Colorado limited liability company, whose legal address is 17221 Von Karman Ave, Irvine, CA 92614, as the grantor, and, LARKRIDGE METROPOLITAN DISTRICT NO. 2, whose legal address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228, as the grantee.

WITNESSETH, that the grantor, for and in the consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors, and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, State of COLORADO described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all and singular 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 the grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances, and subject to all reservations, covenants, declarations, easements, restrictions, conditions, encumbrances and rights of way as appear on prior instruments of record.

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

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[signature page to follow]

EXHIBIT A

Legal Description

TRACT D-1F, LARKRIDGE SUBDIVISION FILING NO. 2 TENTH AMENDMENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 2023 AT RECEPTION NO. 2023000048718, COUNTY OF ADAMS, STATE OF COLORADO.

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

(Space above this line is for recorder's use)

**EASEMENT AGREEMENT
(District Road – Tract D-1F)**

DATE: October ____, 2023

GRANTOR: **Larkridge Metropolitan District No. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado.

GRANTEE: **Thornton 164 LLC**, a Colorado limited liability company.

RECITALS

A. Grantor is the owner of certain real property located within the boundaries of Larkridge Metropolitan District No. 2 (the “**District**”).

B. Grantee constructed and installed the District Road located on the property more specifically shown and described in **Exhibit A** and incorporated herein by this reference (respectively, the “**District Road**” and the “**District Road Easement Property**”).

C. Grantee constructed and installed the District Road and the appurtenances within the District Road Easement Property (“**Improvements**”).

D. Grantor is authorized to construct, install, acquire, operate, maintain, repair and replace certain public improvements and facilities, within and without its boundaries.

E. Grantee, its employees, contractors and agents will continue to operate, maintain, repair and replace, from time to time, the District Road upon, across, over and under the District Road Easement Property, at Grantee's sole expense, until such time as the Grantor and Grantee have formally entered until a written agreement providing the terms by which the Grantor will assume the responsibility and incur the costs related thereto (“**District Road Operation Agreement**”).

F. District Road, as shown and described in **Exhibit A-1** and **Exhibit A-2**, is the subject of that certain Restrictions and Easements Agreement recorded on September 6, 2018 at Reception No. 2018000072824, as may be amended or restated from time to time (“**District Road Declaration**”). This Easement Agreement does not affect the terms, conditions, provisions, obligations, easements, and agreements set forth in the District Road Declaration.

G. Grantee has requested, and Grantor desires to grant to Grantee, a permanent easement, in, over, and under the District Road Easement Property and to allow reasonable access to and from the District Road Easement Property, and the parties have agreed to the terms and consideration for the grant of the Easement.

GRANT

Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants to Grantee, its successors and assigns, defined below, a permanent easement, in, over, and under the District Road Easement Property and to allow reasonable access to and from the District Road Easement Property, all in accordance with this Easement Agreement (the “**Easement**” or “**Easement Agreement**”).

TERMS

1. Grantor represents to Grantee that Grantor is the record owner of the District Road Easement Property and that Grantor has the power and authority to grant the Easement.

2. Grantee, its employees, contractors and agents will continue to operate, maintain, repair and replace, from time to time, the District Road upon, across, over and under the District Road Easement Property, at Grantee’s sole expense, until such time as the Grantor and Grantee enter into the District Road Operation Agreement.

3. Grantee shall not permit any mechanic’s lien or materialman’s lien of any kind to be enforced against the District Road Easement Property for any work done and materials furnished at the request of or on behalf of the Grantee.

4. Grantor reserves the right to use the District Road Easement Property for all purposes that do not materially interfere with Grantee’s use and enjoyment of the Easement, including, but not limited to, granting other easements on the District Road Easement Property, provided, however, Grantor shall not have the right to grant such additional easements to the extent such additional easement materially interfere with Grantee’s use of the District Road Easement Property.

5. To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all liability, costs or expenses incurred as a result of Grantee’s use of the District Road Easement Property or Grantee’s violation of this Easement Agreement, or otherwise related to the District Road Easement Property. Grantee shall obtain and keep in full force and effect general liability insurance protecting Grantee against liability for bodily injury, death and property damage occurring upon or in the District Road Easement Property, with a minimum combined single limit of \$2,000,000 and a general aggregate limit of \$4,000,000, and shall name Grantor as additional insured on such policies. Grantee shall deliver certificates of such insurance to Grantor before occupying the District Road Easement Property within 10 days after the signing of this Agreement, and at any date the prior policy expires. All such policies shall include a provision that Grantor shall receive at least 30 days’ advance written notice prior to material changes or cancellation thereof. Grantee’s insurance shall be issued by an insurance company of recognized standing, authorized to do business in the State of Colorado and having a

Best's Insurance Guide rating of at least A:X. All public liability property damage, liability and casualty policies maintained by Grantee shall be written as primary policies, not contributing with and not supplemental to coverage that Grantor may carry.

6. Grantee hereby waives any and all rights of recovery against Grantor and against the officers, members, managers, employees, agents or representatives of Grantor for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (or required to be in force) at the time of such loss or damage. Grantor hereby waives any and all rights of recovery against Grantee, and against the officers, employees, agents or representatives of Grantee, for loss of or damage to property, if such loss or damage is covered by any insurance policy of Grantor's in force (or required to be in force) at the time of such loss or damage. Grantor and Grantee, from time to time, shall cause their respective insurers to issue appropriate endorsements to all policies of insurance carried in connection with the District Road Easement Property, which endorsements waive such insurer's subrogation rights under such policies against the beneficiaries of this waiver.

7. Any breach of this Easement Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages, actual damages, or all of the foregoing, which shall be the parties sole and exclusive remedies; and any breach (or default in the performance) by any party of its obligations under this Easement Agreement will not result in the termination of and will not entitle any non-breaching party to terminate the Easement granted herein or all or any part of this Easement Agreement. In the event of such action, the prevailing party shall be awarded its reasonable attorneys' fees and costs from the other party.

8. In the event Grantee is in breach of this Easement Agreement, Grantor shall provide Grantee with written notice that shall specifically describes the breach (respectively the "**Breach Notice**" and the "**Breach**"). If Grantee does not cure its Breach within thirty (30) days of the receipt by Grantee of the Breach Notice, or if the nature of such Breach renders cure of the Breach impractical or impossible within such 30-day period, such time period as may be reasonably required to cure such Breach (but not to exceed 60 days) provided that Grantee commences such cure within such 30-day period and continuously pursues such cure to completion (the "**Correction Period**"), Grantor shall have the right to correct the Breach, in which event all costs incurred by the Grantor shall be reimbursed by the Grantee, including without limitation their respective reasonable attorneys' fees and costs; provided the obligation of the Grantee to make such reimbursement shall be subject to annual appropriation by the Grantee; and Grantor shall have the further right to pursue their respective rights and remedies in Section 7 above.

9. In the event Grantor is in breach of this Easement Agreement, Grantee shall provide Grantor with a Breach Notice that shall specifically describe the Breach. If Grantor does not cure its Breach within the Correction Period, Grantee shall have the right to pursue its rights and remedies in Section 7 above, which shall be its sole and exclusive rights for any Breach by Grantor.

10. This Easement Agreement runs with the land and shall continue in full force and effect unless sooner terminated by separate written agreement executed by Grantor, or its successors and assigns, and the Grantee, or its successors and assigns.

11. Any notice, demand or election under this Easement Agreement shall be in writing and shall be given in person, mailed by registered or certified mail, or mailed by nationally recognized overnight courier service, and addressed as follows:

If to Grantor: Larkridge Metropolitan District No. 2
c/o Special District Management Services, Inc.
141 Union Boulevard, #150
Lakewood, CO 80228
Phone: (720) 214-3967
Email: sbeck@sdmsi.com
Attn: Steve Beck

With a copy to: McGeedy Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

If to Grantee: Thornton 164 LLC
Jordon Perlmutter & Co.
P.O. Box 480070
Denver, CO 80248-0070
Phone: (303) 595-9919
Email: jsperlmutter@jp-co.com
Attn: Jay Perlmutter

With a copy to: Foster, Graham, Milstein & Calisher, LLP
360 South Garfield Street, Suite 600
Denver, CO 80209
Phone: (303) 333-9810
Email: ddansky@fostergraham.com
Attn: David Dansky

or as otherwise provided by notice given as herein provided. All notices, demands or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

12. This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Grantor and the Grantee.

13. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws principles thereof.

14. Exclusive jurisdiction and venue for any legal action relating to this Easement Agreement shall lie in the District court in and for the County of Adams, Colorado.

15. This Easement Agreement shall be recorded by Grantor with the Adams County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

16. Time is of the essence of this Easement Agreement.

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EXHIBIT A-1

Location of District Road

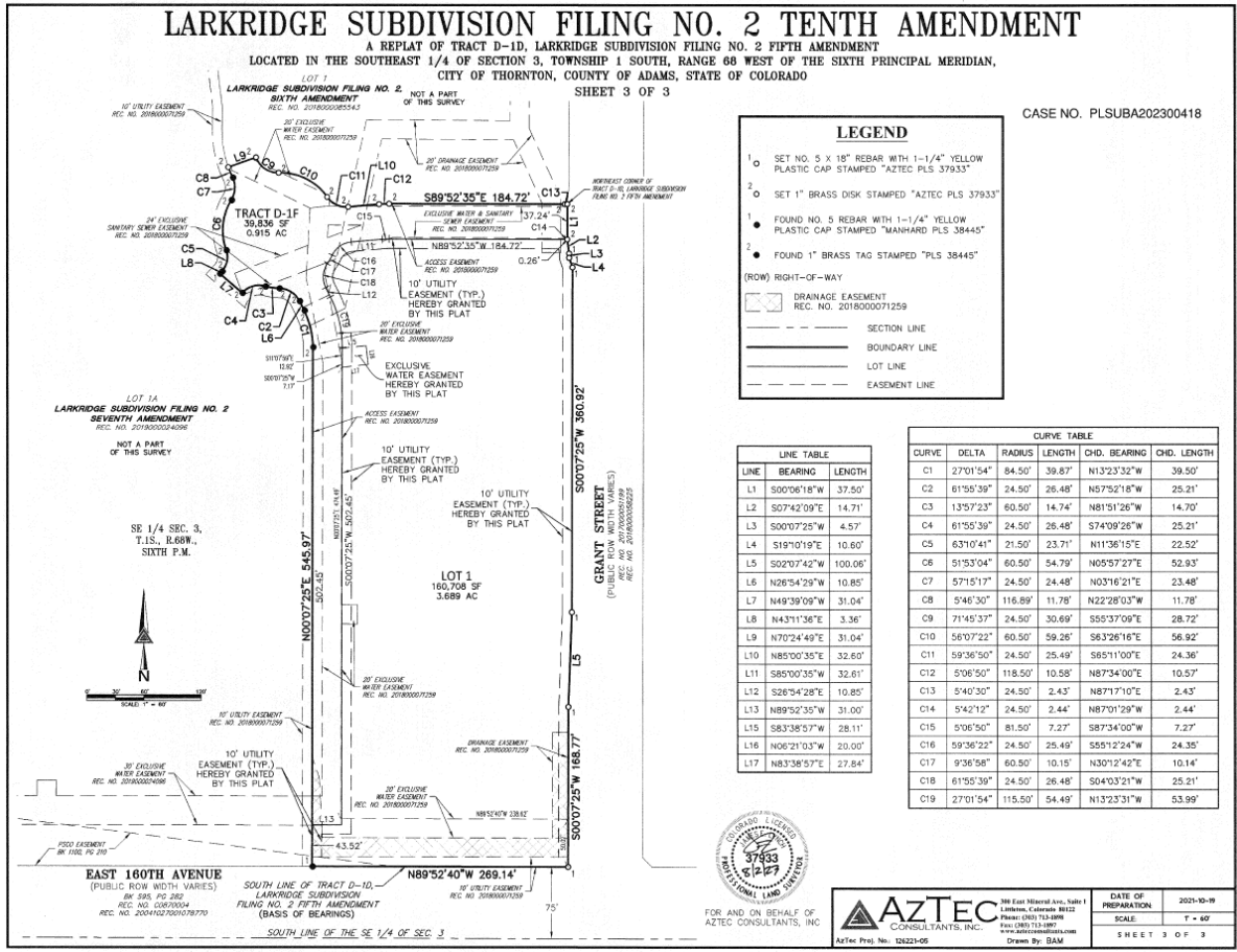


EXHIBIT A-2

Legal Description of District Road Easement Property

TRACT D-1F, LARKRIDGE SUBDIVISION FILING NO. 2 TENTH AMENDMENT,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED AUGUST 25, 2023 AT RECEPTION NO. 2023000048718, COUNTY
OF ADAMS, STATE OF COLORADO.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **K1 THORNTON REALTY LLC**, hereinafter referred to as “**Grantor**,” a Colorado limited liability company, whose legal address is 17221 Von Karman Ave, Irvine, CA 92614, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by **LARKRIDGE METROPOLITAN DISTRICT NO. 2**, hereinafter referred to as the “**District**,” a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Lakewood, CO 80228, organized and existing under the laws of the State of Colorado, County of Adams, has bargained and sold, and by these presents, does grant and convey unto the District, its successors and assigns, all of its right, title and interest in and to the facilities, personal property and the improvements located on the tract described and shown on **Attachment 1** 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 property, improvements, services and facilities made unto the District, its successors or assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the property, improvements, services and facilities to the District, its successors or assigns, is made free from any claim or demand whatsoever.

IN WITNESS WHEREOF, Grantor, by and through its authorized representatives, hereby executes this Bill of Sale and sets it seal as of this ____ day of October, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR BILL OF SALE]

GRANTOR:
K1 THORNTON REALTY LLC, a Colorado
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of October, 2023, by
_____, as _____ of K1 THORNTON REALTY LLC, a Colorado
limited liability company.

Witness my hand and
official seal.

My commission expires: _____

Notary Public

ATTACHMENT 1

TRACT D-1F, LARKRIDGE SUBDIVISION FILING NO. 2 TENTH AMENDMENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 2023 AT RECEPTION NO. 2023000048718, COUNTY OF ADAMS, STATE OF COLORADO.

