

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

www.raindancemetrodistrict.org

Raindance MD No. 1	Raindance MD No. 2	Raindance MD No. 3	Raindance MD No. 4
Martin Lind, President May 2023	Martin Lind, President May 2023	Martin Lind, President May 2023	Martin Lind, President May 2023
Justin Donahoo, Secretary/Treasurer May 2025	Justin Donahoo, Secretary/Treasurer May 2025	Justin Donahoo, Secretary/Treasurer May 2025	Justin Donahoo, Secretary/Treasurer May 2025
Austin Lind, Asst. Secretary May 2025	Austin Lind, Asst. Secretary May 2025	Alan MacGregor May 2025	Austin Lind, Asst. Secretary May 2025
Ryan Scallon, Asst. Secretary May 2025	Nate Kvamme May 2023	Kris Kazian May 2023	Vacant May 2025
Vacant May 2023	Garrett Scallon May 2025	Ryan Scallon May 2025	Vacant May 2023

NOTICE OF MEETING

via teleconference

Thursday, July 21, 2022 at 10:30 A.M.

This meeting will be held via teleconferencing and can be joined through the directions below:

<https://us06web.zoom.us/j/83068537145?pwd=MktoTEtlSFFqRFJmTUUpDNGgrQTVsdz09>

Meeting ID: 830 6853 7145; Passcode: 186548; Call-in Number: 1(720)707-2699

AGENDA

1. Call to Order
2. Declaration of Quorum/Director Conflict of Interest Disclosures/Affirmation of Qualifications
3. Consider Election of Officers
4. Approval of Agenda
5. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per person.
6. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Boards. An item may be removed from the consent agenda to the regular agenda, by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Boards.
 - a. Approval of March 24, 2022 Joint Meeting Minutes (**enclosure**)
 - b. Temporary Easement Agreement between Eagle Crossing Development, INC., Raindance Metropolitan District No. 1, and Poudre Tech Metropolitan District (Temporary Trail Easement) (**enclosure**)
 - c. Temporary Easement Agreement between Frye Farms Investments, LLC, Raindance Metropolitan District No. 1, and Poudre Tech Metropolitan District (Temporary Trail Easement) (**enclosure**)

- d. Temporary Easement Agreement between Eagle Crossing Development, Inc., Raindance Metropolitan District No. 1, and Poudre Tech Metropolitan District (Bridge Landing and Concrete Trails) **(enclosure)**
 - e. Lease Agreement between Raindance Aquatic Investments, LLC (Golf Course and Hoedown Hill) **(enclosure)**
 - f. Independent Contractor Agreement between Pelican Lakes, LLC and Raindance Metropolitan District No. 1 for Golf Course Management and Operations Services **(enclosure)**
 - g. Ground Lease Agreement between Vertical Bridge Towers, LLC and Raindance Metropolitan District No. 1 (Overflow Parking) **(enclosure)**
 - h. Independent Contractor Agreement between Ranger Engineering, LLC and Raindance Metropolitan District No. 1 for Cost Certification Services **(enclosure)**
 - i. Independent Contractor Agreement between Randy Schwalm and Raindance Metropolitan District No. 1 for Farming Services **(enclosure)**
 - j. 2021 Audit Exemption (District No. 4) **(enclosure)**
7. Manager/Operations Matters
- a. Manager's Report
 - b. Raindance River Resort Report
 - c. Capital Improvements Update
 - d. Other
8. Legal Matters
- a. Consider Adoption of Resolution re Acceptance of District Eligible Costs Incurred by Raindance Aquatic Investments, LLC (Golf Course Soft Costs #1) **(enclosure)**
9. Financial Matters
- a. Consider Approval of Payables/Financials (*if any*)
 - b. 2021 Audit Presentation (District Nos. 1-3)
 - i. Consider Approval of 2021 Audits (District Nos. 1-3) **(enclosure)**
10. Other Business
11. Adjourn

MINUTES OF A JOINT SPECIAL MEETING OF THE
BOARDS OF DIRECTORS

OF

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

Held: Monday, March 24, 2022 at 10:30 a.m.

This meeting was held via teleconference.

Attendance

The joint special meeting of the Boards of Directors of Raindance Metropolitan District Nos. 1-4 was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

Martin Lind, President (District Nos. 1-4)
Justin Donahoo, Secretary/Treasurer (District Nos. 1-4)
Austin Lind, Assistant Secretary (District Nos. 1-4)
Ryan Scallon, Assistant Secretary (District No. 1 & 3)
Kris Kazian, Assistant Secretary (District No. 3)
Ryan Bach, Assistant Secretary (District No. 1)

Also present were William P. Ankele, Jr., Esq., and Zachary P. White, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law; Lara Wynn, Gary Kerr, Water Valley Land Company; Gigi Pangindian, CliftonLarsonAllen; and Hannah Barker, Scott Southard, Judy Smeltzer and Melissa Ehrlich, Advance HOA Management

Call to Order/Declaration
of Quorum

It was noted that a quorum of the Boards was present and the meeting was called to order.

Conflict of Interest
Disclosures

Mr. White advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided White Bear White Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Mr. White inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a

quorum or to otherwise enable the Boards to act.

Combined Meetings

The Boards of Directors of the Districts have determined to hold joint meetings of the Districts and to prepare joint minutes of action taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes is the action of each of the Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

Approval of Agenda

Mr. White presented the proposed agenda to the Boards for consideration. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the agenda as presented.

Public Comment

None.

Consent Agenda

Mr. White reviewed the items on the consent agenda with the Boards. Mr. White advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, adopted and ratified:

- November 29, 2021 Joint Meeting Minutes
- Acceptance of Conveyance of Tracts

Manager/Operation Items

Manager's Report No report.

Raindance River Resort Report No report.

Legal Matters

Consider Approval of Resolution Adopting Rules and Regulations for Raindance Metropolitan District Nos. 1-4 Mr. White presented the Resolution Adopting Rules and Regulations for Raindance Metropolitan District Nos. 1-4 to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously adopted the resolution.

Discussion and Consider Approval of Request for Reservation of Park Mr. White Discussed the Approval of Request for Reservation of the Park with the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the reservation request.

Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Golf Course #2) from Raindance Aquatic Investments, LLC

Mr. White presented the Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Golf Course #2) from Raindance Aquatic Investments, LLC to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously adopted the resolution.

Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Labue Farm Trail) from Raindance Development LLC

Mr. White presented the Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Labue Farm Trail) from Raindance Development LLC to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously adopted the resolution.

Financial Matters

Conduct Public Hearing on 2021 Budget Amendments and Consider Adoption of Resolutions Amending 2021 Budget

Director Martin Lind opened the public hearing on the 2021 Budget Amendments. Mr. White noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Kerr reviewed the Resolution Amending the 2021 Budget with the Board of District No. 1. Following discussion, upon a motion duly made and seconded, the Board of District No. 1 unanimously adopted the resolution amending the General Fund to \$4,470,000.

Mr. Kerr reviewed the Resolution Amending the 2021 Budget with the Board of District No. 2. Following discussion, upon a motion duly made and seconded, the Board of District No. 2 unanimously adopted the resolution amending the General Fund to \$58,296.

Mr. Kerr reviewed the Resolution Amending the 2021 Budget with the Board of District No. 3. Following discussion, upon a motion duly made and seconded, the Board of District No. 3 unanimously adopted the resolution amending the General Fund to \$54,040 and the Capital Projects Fund to \$37.

Mr. Kerr reviewed the Resolution Amending the 2021 Budget with the Board of District No. 4. Following discussion, upon a motion duly made and seconded, the Board of District No. 4 unanimously

adopted the resolution amending the General Fund to \$15,446.

Consider Approval of None.
Payables/Financials

Other Business Next Regular Meeting – July 21 , 2022

Adjourn There being no further business to come before the Boards, and following discussion and upon a motion duly made, seconded and unanimously carried, the Boards determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting Districts

The foregoing minutes were approved on the 21st day of July, 2022.

**TEMPORARY EASEMENT AGREEMENT
(TEMPORARY TRAIL)**

This TEMPORARY EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____, 2022, by and between **EAGLE CROSSING DEVELOPMENT, INC.**, a Colorado corporation (“**Owner**”), **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **POUDRE TECH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively the “**Districts**”). Owner and the Districts may be referred to each as a “**Party**” and together as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the fee owner of certain real property located in the Town of Windsor, Weld County, Colorado (the “**Property**”).

B. The Districts and Owner have agreed to enter into this Agreement to create an easement over and across certain portions of the Property as more particularly shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the purpose of allowing the Districts to install, construct, operate, maintain, repair and replace certain trail improvements including but not limited pedestrian trails (the “**Improvements**”), and for recreational purposes by the public, and to set forth their agreement with respect to such easement and related matters.

C. Owner desires to grant to the Districts a non-exclusive, temporary easement for such purposes, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Districts covenant and agree as follows:

1. Grant of Easement. Owner hereby grants, declares, bargains, and conveys to the Districts a temporary, non-exclusive easement, together with all rights and privileges as or incidental to the Districts’ full use and enjoyment of its easement rights, on, over, above, across, and through the Easement Area (the “**Easement**”), for the purpose of accessing, constructing, maintaining, operating, reconstructing, replacing, and repairing the Improvements and for recreational purposes by the public.

2. Compliance with Laws: Dangerous Conditions. All activities carried on by the Districts in the Easement Area shall be conducted in accordance with all applicable laws. The Districts shall (i) undertake and perform all activities on the Easement Area in a good and workmanlike manner, (ii) obtain and maintain in full force and effect all required licenses and

permits, and (iii) comply with all applicable laws. The Districts' contractors and subcontractors shall be responsible for traffic control in compliance with all applicable jurisdictional regulations.

3. Mutual Indemnification. Subject to Section 4 below, the Districts, Owner and their successors and assigns, to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Easement Area.

4. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the Districts, their respective officials, employees, contractors or agents, and in particular, the Districts' rights and protections under the Colorado Governmental Immunity Act, as amended from time to time.

5. Insurance. For so long as this Easement remains in effect, the Districts shall, at the Districts' sole cost and expense, coordinate to insure the Improvements located on the Easement Area at full replacement value. In addition, the Districts shall, from and after the date hereof, and for so long as this Easement remains in effect, at the Districts' sole cost and expense, coordinate to maintain insurance covering the risks that are customary in the Districts' business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall insure the Districts against claims, demands, or actions for loss, damage, or injury arising out of use of the Easement, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

6. Restoration. The Districts will promptly repair any damage to the Easement Area and Owner improvements located thereon (including, without limitation, any and all structures, landscaping, trees, fences, signs, and lighting) caused by the Districts and/or the Districts' contractors, subcontractors, or agents, and the Districts will restore the Easement Area and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by the Districts or the Districts' contractors, subcontractors, or agents.

7. Maintenance. As partial consideration for Owner granting the Easement, the Districts agree to maintain all Improvements on the Easement Area to standard that is necessary and appropriate in the reasonable judgement of the Districts. Provided, however, that Owner shall have the right, in Owner's sole discretion and at the Owner's sole cost and expense, to perform such additional maintenance and repair as Owner deems necessary. Maintenance shall specifically include, without limitation, (a) keeping the Easement Area in a clean and un-littered condition; (b) removing when reasonable and necessary, snow, ice, and other debris; (c)

repairing, replacing, and renewing the landscaping; and (d) keeping the Improvements in good order, condition, and repair.

8. Utilities. The Districts shall be responsible for, and shall pay before delinquency, all charges for any and all utility services that are supplied to the Easement Area related to the Improvements.

9. Reservation of Rights. Owner reserves the right to use, and to grant to others the right to use, the Easement Area for any and all purposes not inconsistent with the use of the Easement by the Districts, pursuant to the terms of this Agreement. Owner further reserves the right to use the Improvements in accordance with applicable law and subject to the Districts' rules and regulations.

10. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors, and assigns.

11. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Owner and the Districts.

12. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

13. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

14. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

15. Modification: Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by Owner and the Districts or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

16. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Districts are located. 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.

17. Subject To Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Districts pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Districts, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Districts or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of district funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

18. 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. In addition, 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.

19. Recording. This Agreement shall be recorded in the real property records of Weld County, Colorado.

20. Owner Authority. Owner covenants and agrees with the Districts that the Owner has full power and lawful authority to grant, bargain, declare and convey the Easement to the Districts. The Owner further promises and agrees to warrant and forever defend the Districts in the exercise of the Districts' rights hereunder against any defect in the Owner's title to the Easement Area and the Owner's right to make the grant herein described, except matters of record.

21. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any Party as the drafter hereof.

22. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, Owner and the Districts have executed this Agreement as of the date first set forth above.

OWNER:

EAGLE CROSSING DEVELOPMENT, INC., a Colorado corporation

By: _____
Name: _____
Its: _____

Attest:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by _____, as _____ of Eagle Crossing Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

DISTRICTS:

POUDRE TECH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by _____, as _____ of the Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

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

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____
2022, by _____, as _____ of the Raindance Metropolitan
District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33 AND THE EAST HALF OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, FROM WHICH THE SOUTHEAST QUARTER CORNER OF SAID SECTION 32 BEARS S14°10'02"E A DISTANCE OF 2745.91 FEET;

THENCE S40°11'33"E, A DISTANCE OF 827.62 FEET, TO THE NORTHEAST CORNER OF LOT 4, SOUTH HILL SUBDIVISION EIGHTH FILING DESCRIBED AT RECEPTION #4730607, AND THE POINT OF BEGINNING.

THENCE S 14°46'41" W, ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 12.45 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 42°08'04", AN ARC LENGTH OF 47.06 FEET, AND A CHORD THAT BEARS S75°52'35"W A DISTANCE OF 46.01 FEET;

THENCE S 54°48'33" W, A DISTANCE OF 44.70 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 97°52'13", AN ARC LENGTH OF 41.00 FEET, AND A CHORD THAT BEARS S 5°52'27" W A DISTANCE OF 36.19 FEET;

THENCE S 43°03'40" E, A DISTANCE OF 19.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 81°44'44", AN ARC LENGTH OF 49.94 FEET, AND A CHORD THAT BEARS S 2°11'18"E A DISTANCE OF 45.81 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 31.00 FEET, A CENTRAL ANGLE OF 50°40'59", AN ARC LENGTH OF 27.42 FEET, AND A CHORD THAT BEARS S 64°01'33" W A DISTANCE OF 26.54 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 37°43'12", AN ARC LENGTH OF 29.63 FEET, AND A CHORD THAT BEARS N 71°46'21" W A DISTANCE OF 29.09 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 30°28'10", AN ARC LENGTH OF 16.45 FEET, AND A CHORD THAT BEARS N 58°08'50" W A DISTANCE OF 16.42 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 11°53'18", AN ARC LENGTH OF 70.55 FEET, AND A CHORD THAT BEARS N 69°19'35" W A DISTANCE OF 70.42 FEET;

THENCE N 75°16'13" W, A DISTANCE OF 79.97 FEET;

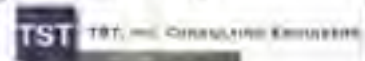
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 14°00'15", AN ARC LENGTH OF 46.44 FEET, AND A CHORD THAT BEARS N 82°16'21" W A DISTANCE OF 46.32 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 41°48'51", AN ARC LENGTH OF 116.77 FEET, AND A CHORD THAT BEARS N 68°22'03" W A DISTANCE OF 114.19 FEET;

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



EXHIBIT A
DATE: DECEMBER 2021
JOB NO. 803.0465.00
SHEET 1 OF 5



746 Miles Way, Suite 200
Fort Collins, Colorado
Phone: 970.225.0507

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EXHIBIT A

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 27°48'23", AN ARC LENGTH OF 237.80 FEET, AND A CHORD THAT BEARS N 61°21'49" W A DISTANCE OF 235.48 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 13°13'04", AN ARC LENGTH OF 34.60 FEET, AND A CHORD THAT BEARS N 81°52'32" W A DISTANCE OF 34.53 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 56°22'42", AN ARC LENGTH OF 113.16 FEET, AND A CHORD THAT BEARS N 60°17'43" W A DISTANCE OF 108.65 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 22°19'15", AN ARC LENGTH OF 35.06 FEET, AND A CHORD THAT BEARS N 43°16'00" W A DISTANCE OF 34.84 FEET;

THENCE N 54°25'38" W, A DISTANCE OF 10.32 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 8°56'27", AN ARC LENGTH OF 79.58 FEET, AND A CHORD THAT BEARS N 49°57'24" W A DISTANCE OF 79.50 FEET;

THENCE N 45°29'10" W, A DISTANCE OF 59.29 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 30°21'38", AN ARC LENGTH OF 121.87 FEET, AND A CHORD THAT BEARS N 30°18'21" W A DISTANCE OF 120.45 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 12°30'13", AN ARC LENGTH OF 106.93 FEET, AND A CHORD THAT BEARS N 21°22'39" W A DISTANCE OF 106.72 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 14°17'07", AN ARC LENGTH OF 251.82 FEET, AND A CHORD THAT BEARS N 20°29'12" W A DISTANCE OF 251.17 FEET;

THENCE N 13°20'39" W, A DISTANCE OF 42.17 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 84°05'48", AN ARC LENGTH OF 146.78 FEET, AND A CHORD THAT BEARS N 55°23'32" W A DISTANCE OF 133.95 FEET;

THENCE S 82°33'34" W, A DISTANCE OF 26.95 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 26°20'43", AN ARC LENGTH OF 20.69 FEET, AND A CHORD THAT BEARS N 5°21'39" E A DISTANCE OF 20.51 FEET;

THENCE N 82°33'34" E, A DISTANCE OF 22.41 FEET, ON A LINE NON-TANGENT TO THE AFORESAID CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 84°05'48", AN ARC LENGTH OF 176.13 FEET, AND A CHORD THAT BEARS S 55°23'32" E A DISTANCE OF 160.74 FEET;

THENCE S 13°20'39" E, A DISTANCE OF 42.17 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF 14°17'07", AN ARC LENGTH OF 246.83 FEET, AND A CHORD THAT BEARS S 20°29'12" E A DISTANCE OF 246.19 FEET;

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



EXHIBIT A
DATE: DECEMBER 2021
JOB NO: 803.0405.00
SHEET 2 OF 8



748 Shores Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0027

S:\M03\0405\08_Dryden\08_0405\Legal_Docs\1110001\Accessories\Sheet_Trial_Access_Environment

EXHIBIT A

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 12°30'13", AN ARC LENGTH OF 111.30 FEET, AND A CHORD THAT BEARS S 23°22'39" E A DISTANCE OF 111.08 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 30°21'38", AN ARC LENGTH OF 111.28 FEET, AND A CHORD THAT BEARS S 30°18'21" E A DISTANCE OF 109.98 FEET;

THENCE S 45°29'10" E, A DISTANCE OF 59.29 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 8°56'27", AN ARC LENGTH OF 76.46 FEET, AND A CHORD THAT BEARS S 49°57'24" E A DISTANCE OF 76.39 FEET;

THENCE S 54°25'38" E, A DISTANCE OF 10.32 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 22°19'15", AN ARC LENGTH OF 42.85 FEET, AND A CHORD THAT BEARS S 43°16'00" E A DISTANCE OF 42.58 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 56°22'42", AN ARC LENGTH OF 93.48 FEET, AND A CHORD THAT BEARS S 60°17'43" E A DISTANCE OF 89.75 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 13°13'04", AN ARC LENGTH OF 39.22 FEET, AND A CHORD THAT BEARS S 81°52'32" E A DISTANCE OF 39.13 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 27°48'23", AN ARC LENGTH OF 247.51 FEET, AND A CHORD THAT BEARS S 61°21'49" E A DISTANCE OF 245.09 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 41°48'51", AN ARC LENGTH OF 102.17 FEET, AND A CHORD THAT BEARS S 68°22'03" E A DISTANCE OF 99.92 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 14°00'15", AN ARC LENGTH OF 51.33 FEET, AND A CHORD THAT BEARS S 82°16'21" E A DISTANCE OF 51.20 FEET;

THENCE S 75°16'13" E, A DISTANCE OF 79.97 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 11°53'18", AN ARC LENGTH OF 74.70 FEET, AND A CHORD THAT BEARS S 69°19'35" E A DISTANCE OF 74.56 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 10°28'10", AN ARC LENGTH OF 20.10 FEET, AND A CHORD THAT BEARS S 58°08'50" E A DISTANCE OF 20.07 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 37°43'12", AN ARC LENGTH OF 16.46 FEET, AND A CHORD THAT BEARS S 71°46'21" E A DISTANCE OF 16.16 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 50°40'59", AN ARC LENGTH OF 9.73 FEET, AND A CHORD THAT BEARS N 64°01'33" E A DISTANCE OF 9.42 FEET;

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37953
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



EXHIBIT A
DATE: DECEMBER 2021
JOB NO. 803.0405.00
SHEET 3 OF 6

TST

THE TST GROUP, INC. CONSULTING ENGINEERS

740 Meigs City, Suite 200
Fort Collins, Colorado
Phone: 970.226.0827

EXHIBIT A

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 81°44'44", AN ARC LENGTH OF 21.40 FEET, AND A CHORD THAT BEARS N 2°11'18" W A DISTANCE OF 19.63 FEET;

THENCE N 43°03'40" W, A DISTANCE OF 19.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 97°52'13", AN ARC LENGTH OF 75.16 FEET, AND A CHORD THAT BEARS N 5°52'27" E A DISTANCE OF 66.35 FEET;

THENCE N 54°48'33" E, A DISTANCE OF 44.70 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 33°02'28", AN ARC LENGTH OF 48.44 FEET, AND A CHORD THAT BEARS N 71°19'47" E A DISTANCE OF 47.77 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 4;

THENCE S 59°13'55" E, ON SAID NORTHERLY LINE, A DISTANCE OF 16.37 FEET, ON A LINE NON-TANGENT TO THE AFORESAID CURVE, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.8511 ACRES (37,073 SQUARE FEET) MORE OR LESS.

\\s:\work\0451\05 - Bradshaw\Colorado\Legal - Description\Colorado\Temporary\Colors\Title Access - Exhibit A

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



EXHIBIT A
DATE: DECEMBER 2021
JOB NO. 803.0405.00
SHEET 4 OF 6



TST, INC. CONSULTING ENGINEERS

348 Wheeler Way, Suite 200
Fort Collins, Colorado
Phone: 970.225.0547

EXHIBIT A

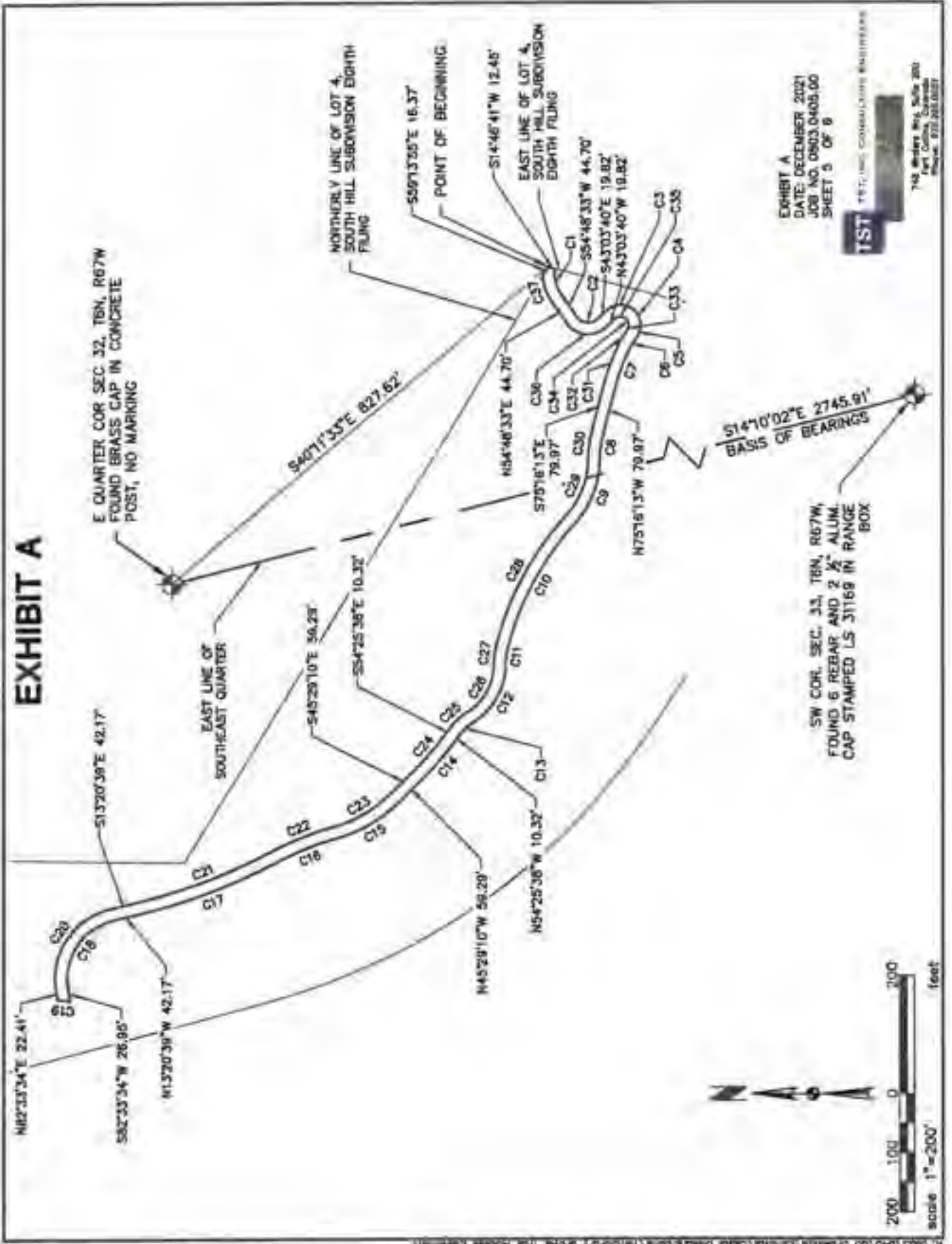


EXHIBIT A
 DATE: DECEMBER 2021
 JOB NO. 0903.0405.00
 SHEET 5 OF 9

TST
 TST, INC. CONSULTING ENGINEERS
 742 Sanders Blvd, Suite 200
 Fort Collins, CO 80521
 Phone: 970-226-0221

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EXHIBIT A

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	64.00'	47.06'	42°08'04"	S75°52'35"W	48.00'
C2	24.00'	41.00'	97°52'13"	S5°52'27"W	38.18'
C3	35.00'	49.94'	81°44'44"	S71°18'E	42.81'
C4	31.00'	27.42'	50°40'59"	S84°01'33"W	26.54'
C5	45.00'	29.63'	37°43'12"	N71°46'21"W	29.09'
C6	90.00'	16.45'	10°28'10"	N58°08'50"W	16.42'
C7	340.00'	70.56'	11°53'18"	N68°19'35"W	70.42'
C8	190.00'	46.44'	14°00'15"	N02°16'21"W	46.32'
C9	160.00'	116.77'	41°46'51"	N68°22'03"W	114.16'
C10	460.00'	237.60'	27°46'23"	N61°21'46"W	235.48'
C11	150.00'	34.60'	13°13'04"	N81°52'32"W	34.53'
C12	115.00'	113.16'	50°22'42"	N60°17'43"W	108.65'
C13	90.00'	35.06'	22°19'15"	N43°16'00"W	34.84'
C14	510.00'	79.38'	8°56'27"	N49°57'24"W	79.50'
C15	230.00'	121.87'	30°21'38"	N30°18'21"W	120.45'
C16	490.00'	106.83'	12°30'13"	N21°22'39"W	106.72'
C17	1010.00'	251.82'	14°17'07"	N20°29'13"W	251.17'
C18	100.00'	146.78'	84°03'48"	N85°23'32"W	133.95'
C19	45.00'	20.89'	26°20'43"	N5°21'39"E	20.51'
C20	120.00'	176.13'	84°08'48"	S55°23'32"E	160.74'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	990.00'	246.83'	14°17'07"	S20°29'12"E	246.19'
C22	510.00'	111.30'	13°30'13"	S21°22'38"E	111.08'
C23	210.00'	111.26'	30°21'35"	S30°16'21"E	109.98'
C24	490.00'	76.46'	6°56'27"	S49°57'24"E	76.39'
C25	110.00'	42.85'	22°19'15"	S43°16'00"E	42.58'
C26	95.00'	93.45'	56°22'42"	S60°17'43"E	89.75'
C27	170.00'	39.22'	13°13'04"	S81°52'32"E	38.13'
C28	510.00'	247.51'	27°46'23"	S61°21'46"E	245.08'
C29	140.00'	102.17'	41°46'51"	S68°22'03"E	99.92'
C30	210.00'	51.33'	14°00'15"	S82°16'21"E	51.20'
C31	390.00'	74.70'	11°53'18"	S65°19'35"E	74.56'
C32	110.00'	20.10'	10°28'10"	S58°08'50"E	20.07'
C33	25.00'	16.46'	37°43'12"	S71°46'21"E	16.16'
C34	11.00'	9.73'	50°40'59"	N64°01'33"E	9.42'
C35	15.00'	21.40'	81°44'44"	N21°18'W	19.63'
C36	44.00'	75.16'	97°52'13"	N5°52'27"E	66.35'
C37	84.00'	48.44'	33°02'38"	N71°18'47"E	47.77'

EXHIBIT A
 DATE: DECEMBER 2021
 JOB NO: 0903.0403.00
 SHEET 6 OF 6



**TEMPORARY EASEMENT AGREEMENT
(TEMPORARY TRAIL)**

This TEMPORARY EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____, 2022, by and between **FRYE FARM INVESTMENTS, LLC**, a Colorado limited liability company (“**Owner**”), **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **POUDRE TECH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively the “**Districts**”). Owner and the Districts may be referred to each as a “**Party**” and together as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the fee owner of certain real property located in the Town of Windsor, Weld County, Colorado (the “**Property**”).

B. The Districts and Owner have agreed to enter into this Agreement to create an easement over and across certain portions of the Property as more particularly shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the purpose of allowing the Districts to install, construct, operate, maintain, repair and replace certain trail improvements including but not limited pedestrian trails (the “**Improvements**”), and for recreational purposes by the public, and to set forth their agreement with respect to such easement and related matters.

C. Owner desires to grant to the Districts a non-exclusive, temporary easement for such purposes, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Districts covenant and agree as follows:

1. Grant of Easement. Owner hereby grants, declares, bargains, and conveys to the Districts a temporary, non-exclusive easement, together with all rights and privileges as or incidental to the Districts’ full use and enjoyment of its easement rights, on, over, above, across, and through the Easement Area (the “**Easement**”), for the purpose of accessing, constructing, maintaining, operating, reconstructing, replacing, and repairing the Improvements and for recreational purposes by the public.

2. Compliance with Laws: Dangerous Conditions. All activities carried on by the Districts in the Easement Area shall be conducted in accordance with all applicable laws. The Districts shall (i) undertake and perform all activities on the Easement Area in a good and workmanlike manner, (ii) obtain and maintain in full force and effect all required licenses and

permits, and (iii) comply with all applicable laws. The Districts' contractors and subcontractors shall be responsible for traffic control in compliance with all applicable jurisdictional regulations.

3. Mutual Indemnification. Subject to Section 4 below, the Districts, Owner and their successors and assigns, to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Easement Area.

4. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the Districts, their respective officials, employees, contractors or agents, and in particular, the Districts' rights and protections under the Colorado Governmental Immunity Act, as amended from time to time.

5. Insurance. For so long as this Easement remains in effect, the Districts shall, at the Districts' sole cost and expense, coordinate to insure the Improvements located on the Easement Area at full replacement value. In addition, the Districts shall, from and after the date hereof, and for so long as this Easement remains in effect, at the Districts' sole cost and expense, maintain insurance covering the risks that are customary in the Districts' business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall coordinate to insure the Districts against claims, demands, or actions for loss, damage, or injury arising out of use of the Easement, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

6. Restoration. The Districts will promptly repair any damage to the Easement Area and Owner improvements located thereon (including, without limitation, any and all structures, landscaping, trees, fences, signs, and lighting) caused by the Districts and/or the Districts' contractors, subcontractors, or agents, and the Districts will restore the Easement Area and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by the Districts or the Districts' contractors, subcontractors, or agents.

7. Maintenance. As partial consideration for Owner granting the Easement, the Districts agree to maintain all Improvements on the Easement Area to standard that is necessary and appropriate in the reasonable judgement of the Districts. Provided, however, that Owner shall have the right, in Owner's sole discretion and at the Owner's sole cost and expense, to perform such additional maintenance and repair as Owner deems necessary. Maintenance shall specifically include, without limitation, (a) keeping the Easement Area in a clean and un-littered condition; (b) removing when reasonable and necessary, snow, ice, and other debris; (c)

repairing, replacing, and renewing the landscaping; and (d) keeping the Improvements in good order, condition, and repair.

8. Utilities. The Districts shall be responsible for, and shall pay before delinquency, all charges for any and all utility services that are supplied to the Easement Area related to the Improvements.

9. Reservation of Rights. Owner reserves the right to use, and to grant to others the right to use, the Easement Area for any and all purposes not inconsistent with the use of the Easement by the Districts, pursuant to the terms of this Agreement. Owner further reserves the right to use the Improvements in accordance with applicable law and subject to the Districts' rules and regulations.

10. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors, and assigns.

11. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Owner and the Districts.

12. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

13. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

14. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

15. Modification: Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by Owner and the Districts or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

16. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Districts are located. 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.

17. Subject To Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Districts pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Districts, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Districts or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of district funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

18. 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. In addition, 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.

19. Recording. This Agreement shall be recorded in the real property records of Weld County, Colorado.

20. Owner Authority. Owner covenants and agrees with the Districts that the Owner has full power and lawful authority to grant, bargain, declare and convey the Easement to the Districts. The Owner further promises and agrees to warrant and forever defend the Districts in the exercise of the Districts' rights hereunder against any defect in the Owner's title to the Easement Area and the Owner's right to make the grant herein described, except matters of record.

21. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any Party as the drafter hereof.

22. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, Owner and the Districts have executed this Agreement as of the date first set forth above.

OWNER:

FRYE FARM INVESTMENTS, LLC, a Colorado limited liability company

By: _____
Name: _____
Its: _____

Attest:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by _____, as _____ of Frye Farm Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

DISTRICTS:

POUDRE TECH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by _____, as _____ of the Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

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

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____
2022, by _____, as _____ of the Raindance Metropolitan
District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHWEST QUARTER CORNER OF SAID SECTION 33 BEARS S14°10'02"E A DISTANCE OF 2745.91 FEET;

THENCE S40°37'52"E, A DISTANCE OF 823.23 FEET, TO THE POINT OF BEGINNING.

THENCE S 14°46'41" W, A DISTANCE OF 7.69 FEET, TO THE NORTHEAST CORNER OF LOT 4, SOUTH HILL SUBDIVISION EIGHTH FILING DESCRIBED AT RECEPTION #4730607;

THENCE N59°13'55"W, ON THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 16.37 FEET, TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF 10°57'59", AN ARC LENGTH OF 16.08 FEET, AND A CHORD THAT BEARS S86°39'59" E A DISTANCE OF 16.05 FEET, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 65.64 SQUARE FEET MORE OR LESS

K:\803\048\03_Drawings\Exhibit A\Land Description\Territory_Paved_Thru_Lessons_Easements.dwg

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



EXHIBIT A
DATE: DECEMBER 2021
JOB NO. 803.0405.00
SHEET 1 OF 2



748 Wiles Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.8887

EXHIBIT A

W QUARTER COR SEC 33, 16N,
R67W FOUND BRASS CAP IN
CONCRETE POST, NO MARKING

WEST LINE OF SOUTHWEST QUARTER

NORTHERLY LINE OF LOT 4,
SOUTH HILL SUBDIVISION EIGHTH
FILING

SW COR. SEC. 33, T6N, R67W,
FOUND 6 REBAR AND 2 1/2" ALUM.
CAP STAMPED LS 31169 IN RANGE
BOX

$\Delta=10^{\circ}57'59''$
 $R=84.00'$
 $L=16.08'$
 $CH=16.05'$
 $S86^{\circ}39'59''E$

$S40^{\circ}37'52''E$ 823.23'

POINT OF BEGINNING

$N59^{\circ}13'55''W$ 16.37'

$S14^{\circ}46'41''W$ 7.69'

$S14^{\circ}10'01''E$ 2749.91'
BASIS OF BEARINGS

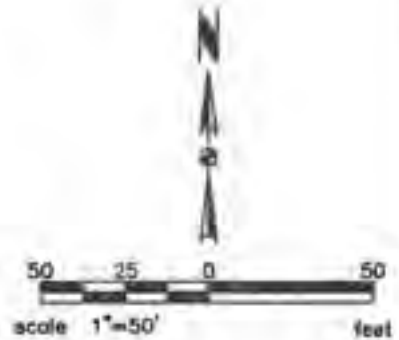


EXHIBIT A
DATE: DECEMBER 2021
JOB NO. 803.0405.00
SHEET 2 OF 2

TST TST, INC. CONSULTING ENGINEERS

140 Whelan Way, Suite 200
Fort Collins, Colorado
Phone 970.229.0297

K:\8033\0405\00_Drawing\Exhibit A\Legal_Descriptions\Transcript_Paved_Trail_Access_Emment32

**TEMPORARY EASEMENT AGREEMENT
(BRIDGE LANDING AND CONCRETE TRAIL)**

This TEMPORARY EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____, 2022, by and between **EAGLE CROSSING DEVELOPMENT, INC.**, a Colorado corporation (“**Owner**”), **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, and **POUDRE TECH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (each a “**District**” and collectively the “**Districts**”). Owner and the Districts may be referred to each as a “**Party**” and together as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the fee owner of certain real property located in the Town of Windsor, Weld County, Colorado (the “**Property**”).

B. The Districts and Owner have agreed to enter into this Agreement to create an easement over and across certain portions of the Property as more particularly shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Easement Area**”) for the purpose of allowing the Districts to install, construct, operate, maintain, repair and replace certain trail improvements including but not limited pedestrian trails (the “**Improvements**”), and for recreational purposes by the public, and to set forth their agreement with respect to such easement and related matters.

C. Owner desires to grant to the Districts a non-exclusive, temporary easement for such purposes, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Districts covenant and agree as follows:

1. Grant of Easement. Owner hereby grants, declares, bargains, and conveys to the Districts a temporary, non-exclusive easement, together with all rights and privileges as or incidental to the Districts’ full use and enjoyment of its easement rights, on, over, above, across, and through the Easement Area (the “**Easement**”), for the purpose of accessing, constructing, maintaining, operating, reconstructing, replacing, and repairing the Improvements and for recreational purposes by the public.

2. Compliance with Laws: Dangerous Conditions. All activities carried on by the Districts in the Easement Area shall be conducted in accordance with all applicable laws. The Districts shall (i) undertake and perform all activities on the Easement Area in a good and workmanlike manner, (ii) obtain and maintain in full force and effect all required licenses and

permits, and (iii) comply with all applicable laws. The Districts' contractors and subcontractors shall be responsible for traffic control in compliance with all applicable jurisdictional regulations.

3. Mutual Indemnification. Subject to Section 4 below, the Districts, Owner and their successors and assigns, to the extent permitted by law and without waiving any provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Easement Area.

4. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the Districts, their respective officials, employees, contractors or agents, and in particular, the Districts' rights and protections under the Colorado Governmental Immunity Act, as amended from time to time.

5. Insurance. For so long as this Easement remains in effect, the Districts shall, at the Districts' sole cost and expense, coordinate to insure the Improvements located on the Easement Area at full replacement value. In addition, the Districts shall, from and after the date hereof, and for so long as this Easement remains in effect, at the Districts' sole cost and expense, maintain insurance covering the risks that are customary in the Districts' business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall coordinate to insure the Districts against claims, demands, or actions for loss, damage, or injury arising out of use of the Easement, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

6. Restoration. The Districts will promptly repair any damage to the Easement Area and Owner improvements located thereon (including, without limitation, any and all structures, landscaping, trees, fences, signs, and lighting) caused by the Districts and/or the Districts' contractors, subcontractors, or agents, and the Districts will restore the Easement Area and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by the Districts or the Districts' contractors, subcontractors, or agents.

7. Maintenance. As partial consideration for Owner granting the Easement, the Districts agree to maintain all Improvements on the Easement Area to standard that is necessary and appropriate in the reasonable judgement of the Districts. Provided, however, that Owner shall have the right, in Owner's sole discretion and at the Owner's sole cost and expense, to perform such additional maintenance and repair as Owner deems necessary. Maintenance shall specifically include, without limitation, (a) keeping the Easement Area in a clean and un-littered condition; (b) removing when reasonable and necessary, snow, ice, and other debris; (c)

repairing, replacing, and renewing the landscaping; and (d) keeping the Improvements in good order, condition, and repair.

8. Utilities. The Districts shall be responsible for, and shall pay before delinquency, all charges for any and all utility services that are supplied to the Easement Area related to the Improvements.

9. Reservation of Rights. Owner reserves the right to use, and to grant to others the right to use, the Easement Area for any and all purposes not inconsistent with the use of the Easement by the Districts, pursuant to the terms of this Agreement. Owner further reserves the right to use the Improvements in accordance with applicable law and subject to the Districts' rules and regulations.

10. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors, and assigns.

11. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Owner and the Districts.

12. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Area.

13. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

14. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

15. Modification: Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by Owner and the Districts or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

16. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Districts are located. 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.

17. Subject To Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Districts pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Districts, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Districts or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of district funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

18. 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. In addition, 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.

19. Recording. This Agreement shall be recorded in the real property records of Weld County, Colorado.

20. Owner Authority. Owner covenants and agrees with the Districts that the Owner has full power and lawful authority to grant, bargain, declare and convey the Easement to the Districts. The Owner further promises and agrees to warrant and forever defend the Districts in the exercise of the Districts' rights hereunder against any defect in the Owner's title to the Easement Area and the Owner's right to make the grant herein described, except matters of record.

21. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any Party as the drafter hereof.

22. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, Owner and the Districts have executed this Agreement as of the date first set forth above.

OWNER:

EAGLE CROSSING DEVELOPMENT, INC., a Colorado corporation

By: _____
Name: _____
Its: _____

Attest:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, as _____ of Eagle Crossing Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

DISTRICTS:

POUDRE TECH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by _____, as _____ of the Poudre Tech Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

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

By: _____
President

Attest:

Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, as _____ of the Raindance Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Signature page to Easement Agreement]

EXHIBIT A
Legal Description of Easement Area

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 32, FROM WHICH THE SOUTHEAST QUARTER CORNER OF SAID SECTION 32 BEARS S14°10'02"E A DISTANCE OF 2745.91 FEET;

THENCE N86°28'46" W, A DISTANCE OF 764.21 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF SEVENTH STREET DESCRIBED AT RECEPTION #3563934, AND THE POINT OF BEGINNING.

THENCE N 74°58'06" E, A DISTANCE OF 33.79 FEET;

THENCE N 6°15'02" W, A DISTANCE OF 53.64 FEET;

THENCE N 28°23'19" E, A DISTANCE OF 87.88 FEET;

THENCE N 7°30'18" W, A DISTANCE OF 59.94 FEET;

THENCE N 38°10'07" E, A DISTANCE OF 19.46 FEET;

THENCE N 8°21'17" E, A DISTANCE OF 34.12 FEET;

THENCE N 61°58'06" E, A DISTANCE OF 7.58 FEET;

THENCE N 5°30'35" E, A DISTANCE OF 8.63 FEET;

THENCE N 30°34'41" W, A DISTANCE OF 49.48 FEET;

THENCE N 53°06'50" W, A DISTANCE OF 38.51 FEET;

THENCE N 63°41'18" W, A DISTANCE OF 77.09 FEET;

THENCE N 39°17'37" W, A DISTANCE OF 73.54 FEET;

THENCE S 60°28'59" W, A DISTANCE OF 25.47 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF SEVENTH STREET;

THENCE S 15°01'54" E, ON SAID RIGHT OF WAY, A DISTANCE OF 418.59 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.85763 ACRES (37,358 SQUARE FEET) MORE OR LESS.



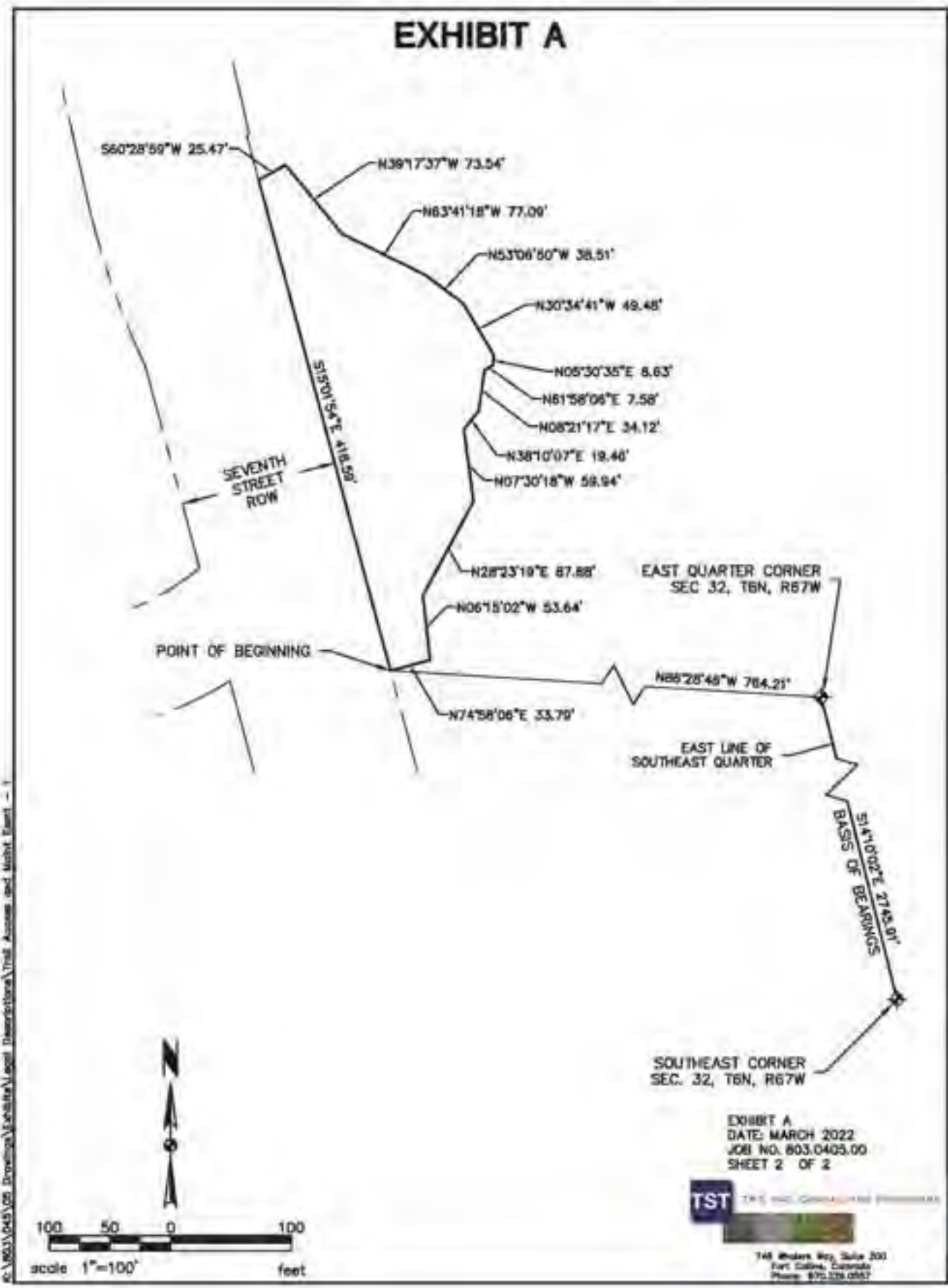
CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

EXHIBIT A
DATE: MARCH 2022
JOB NO. 803.0403.00
SHEET 1 OF 2

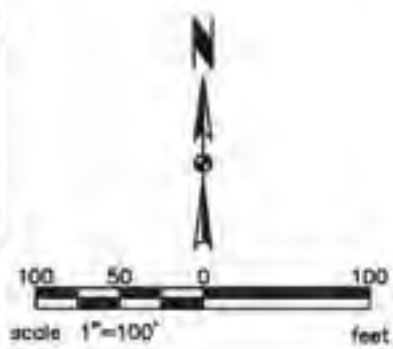


746 Windsor Way, Suite 201
Fort Collins, Colorado
Phone: 970.228.0287

EXHIBIT A



c:\803\0405\05 Drawings\Exhibits\Legal Descriptions\Trail Access and Mohr Easement - 1



SOUTHEAST CORNER
SEC. 32, T6N, R67W

EXHIBIT A
DATE: MARCH 2022
JOB NO. 803.0405.00
SHEET 2 OF 2



745 Waders Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557

**PROPERTY LEASE
(Raindance National Golf Course/Hoe Down Hill)**

This Property Lease (the “Lease” or “Agreement”) is made and entered into and made effective as of July 11, 2022, by and between the RAINDANCE METROPOLITAN DISTRICT NO. 1 (“District”), a quasi-municipal corporation and political subdivision of the State of Colorado, and RAINDANCE AQUATIC INVESTMENTS, LLC (“RAI”), a Colorado corporation. The District and RAI are referred to collectively in this Lease as the “Parties”.

RECITALS

WHEREAS, the District was organized concurrently with the Raindance District Nos. 2-4 (the “Raindance Districts”, and collectively with the District, the “Districts”) pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. (the “Special District Act”), in part for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements including recreational amenities for itself, its taxpayers, residents and users; and

WHEREAS, Raindance Aquatic Investments, Inc. (“RAI”) is the owner of certain real property within the boundaries of the District; and

WHEREAS, the District has undertaken to finance the development and construction of the Raindance National Golf Course, a public golf course and other golf related amenities and facilities (the “Golf Course”), on property owned by RAI within the boundaries of the District, for the use, enjoyment, and benefit of the public; and

WHEREAS, the District desires to construct additional recreational amenities and facilities commonly known as Hoe Down Hill on property owned by RAI within the boundaries of the District, for the use, enjoyment, and benefit of the public (“Hoe Down Hill”); and

WHEREAS, RAI and Pelican Lakes, LLC (“Pelican Lakes”) share a common owner, and such owner desires for Pelican Lakes to operate the Golf Course; and

WHEREAS, Pelican Lakes is the owner and operator of two golf courses within the immediate vicinity of the District’s service area comprised of one eighteen-hole golf course and one nine-hole golf course and has the experience and expertise to operate the Golf Course; and

WHEREAS, the District is authorized pursuant to Section 32-1-1001, C.R.S., as amended, to enter into leases and contracts affecting the affairs of the District; and

WHEREAS, the District desires to lease from RAI the property on which the Golf Course and Hoe Down Hill (collectively, the “Amenities”) are or will be located, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERM OF LEASE

1. Lease Term. The term of this Lease shall commence as of the date first dated above upon execution by the Parties and shall continue for ninety-nine (99) years unless sooner terminated as provided in this Lease (the "Term"); provided, however, that this Lease and the obligations of the District as set forth in this Lease, shall be subject to annual appropriation of sufficient revenues by the District to meet its obligations hereunder. This Lease shall not constitute a multiple fiscal year obligation or debt of the District. At the expiration of the Lease Term, the District shall have the right to renew this lease upon the same terms, or in its discretion, the District shall have the exclusive right of a first option to purchase the Property (as hereinafter defined), upon terms and conditions mutually acceptable and agreed upon, to be set forth at the time of District's election to exercise the right of first option to purchase.

2. Termination by District. In addition to the rights of the Parties to terminate this Lease under Article V in the Event of Default (as defined below), this Lease shall terminate, automatically and without any notice to RAI, as of December 31 of any year in which the District fails to make sufficient annual appropriations to pay the costs of this Lease for the following year. In the event of any termination of this Lease, all improvements, facilities or other items of value provided by the District within or around the Property may be removed by the District at its discretion and shall remain the sole property of the District unless the District voluntarily determines to sell the same to RAI pursuant to Section III.2.

II. LEASE

1. Property Lease. The District shall take and hold, as tenant of RAI, and RAI shall lease to the District, the property described in **Exhibit A** (the "Property"), consisting of the Golf Course and Hoe Down Hill, for the purpose of constructing, reconstructing, restoring, operating, maintaining a public golf course and related golf course amenities, and recreational facilities, including by not limited to sledding/ski hill, ski lift, zip line, and trails. The Parties acknowledge that the District intends to construct (or has constructed) capital improvements necessary to allow the allow the District or its contractors to undertake all activities related the constructing, reconstructing, restoring, operating, maintaining the Amenities and that such improvements shall at all times remain the property of the District, subject to Section III.

a. RAI acknowledges that the Property shall be open to the public for "Recreational Purposes" as defined in Section 33-41-102(5), C.R.S., as permitted by the District's Service Plan and the Special District Act, and subject to such use restrictions and regulations as contained in any rules and regulations adopted by the District or the operator of the Amenities engage by the District. In this regard, the District may adopt reasonable restrictions, rules, and regulations (the "Rules and Regulations") related to the permitted uses of the Property by residents, property owners, and taxpayers of the Districts, and the general public, in order to provide for the health, safety, and welfare of the residents, property owners, and taxpayers of the Districts, and the general public, and for the protection and preservation of the Property, and the orderly use of the same. RAI shall have the right to review and approve any proposed Rules and Regulations, and to request revisions or amendments to the same in order that the retained use

rights of RAI may not be unreasonably impaired; provided, however, that RAI acknowledges that such Rules and Regulations must comply with applicable Colorado law. In all events, this Lease shall be construed in harmony with Section 33-41-101, *et. seq.*, C.R.S., to maximize the protection available to RAI for leasing its property to the District for Recreational Purposes.

2. Consideration. As consideration for this Lease the District agrees to engage, at no cost to RAI, Pelican Lakes as the operator of the Golf Course subject to terms and conditions to be agreed up between the District and Pelican Lakes. In the event the District and Pelican Lakes are not able to agree to terms for the operation of the Golf Course, as consideration for this Lease, the District agrees to pay to RAI an amount of \$25,000, per year, increasing 2% per year, for the Term.

3. District Capital Improvements. The Parties acknowledge that the District intends to construct or has constructed capital improvements necessary to utilize the Property and that such improvements shall at all times remain the property of the District, subject to Section III.2.

4. Ownership. It is expressly acknowledged by the Parties hereto that the rights of the District to use the Property for Recreational Purposes shall not create in any of the District any rights of ownership in or to any of the Property but shall only entitle the District to use such property in accordance with the terms hereof for the benefit of the District.

5. Use By RAI.

a. RAI shall have the right to use the Property and to allow affiliates of RAI to use the Property provided that such uses do not interfere with the Golf Course or Hoe Down Hill operations, and provided that said third parties provide additional liability insurance in an amount not less than \$1,000,000 naming both the District and RAI as additional insured, and appropriate indemnification of the District and RAI substantially in the form required by Section 3.b., unless such requirement is waived in writing by the Parties. RAI shall provide the District with notice of use by any third party in writing at least thirty (30) days prior to such use. RAI's and third party's use of the Property shall comply in every respect with all applicable federal, state and local laws and regulations, and any rules and regulations adopted by the District.

III. IMPROVEMENTS AND MAINTENANCE

1. Maintenance Requirements. The District shall be responsible for all operation and maintenance activities necessary for the proper upkeep of the Property without limitation to permit the uses specified herein and to ensure that such uses do not impair the structural integrity or condition of the Property.

2. Improvements. The District may, at its own expense, make any alterations, improvements to or modifications to the Property to make it more useable for the purposes stated herein as it finds necessary, convenient and beneficial ("District Improvements"), provided, however, that any such District Improvements must first be approved by RAI. At the time when such approval is requested, the District and RAI shall mutually determine whether the District Improvement is to be surrendered to RAI upon expiration or termination of this Lease, removed

by the District upon expiration or termination of this Lease, or RAI shall request that this decision be made at lease expiration or termination. RAI's approval of any District Improvements and designation of surrender or removal shall be memorialized in writing. RAI may, at its own expense, make any alterations, improvements or modifications to the Property it finds necessary, convenient and beneficial ("RAI Improvements") which do not interfere with the District's use of the Property, and shall notify the District thirty (30) days in advance of commencing any work being contemplated. Emergency repairs or actions are exempt from this Section III.2. RAI shall not enter into any agreement or make any RAI Improvements, except for emergency repairs, that would negatively impact District Improvements, uses or infrastructure without the written consent of the District.

3. Budgets. The District shall comply with all applicable budget laws and guidelines to ensure that it has sufficient funds budgeted to pay necessary operation and maintenance expenses during the succeeding calendar year during the term of this Lease. The District shall provide copies of its budgets and budget resolutions to RAI upon written request.

IV. INSURANCE AND INDEMNIFICATION

1. District Insurance Requirements. During the term of this Lease or any renewals or extension hereof, the District shall maintain at its cost the following types of insurance coverage:

a. General liability coverage in an amount reflecting the current level of governmental immunity exception provided by the Colorado Governmental Immunity Act protecting the Districts and their officers, directors, and employees against any loss, liability or expense whatsoever from personal injury, death, property damage or otherwise arising from or in any way connected with the performance, management, administration and operation of this Lease, and also providing protection to the Districts for any and all contractual liability arising from the performance of, or failure to perform this Lease. To the extent possible, RAI shall be named as an additional insured.

b. Directors and officers liability coverage (errors and omissions) in the minimum amount of \$1,000,000, protecting the District and its directors and officers, against any loss, liability or expense whatsoever arising from the actions and/or inaction of the District and its directors and officers in the performance of their duties.

2. RAI Insurance Requirements. During the term of this Lease or any renewals or extension hereof, the RAI shall maintain at its cost the following types of insurance coverage:

a. General liability coverage in an amount not less than \$1,000,000 protecting RAI and its officers, directors, and employees against any loss, liability or expense whatsoever from personal injury, death, property damage or otherwise arising from or in any way connected with the performance, management, administration and operation of this Lease, and also providing protection to the RAI for any and all contractual liability arising from the performance of, or failure to perform this Lease. To the extent possible, the District shall be named as an additional insured.

3. Indemnification.

a. Within the limitations imposed by the Colorado Constitution and statutes, and to the fullest extent allowed by applicable law, the District shall indemnify and hold RAI, its officers, directors and employees harmless from all liabilities, claims or demands to the extent caused as a result of the District's use and occupancy of the Property and its activities thereon, or by any wrongful or negligent acts or omissions of District or its agents or employees in the course of their employment in connection therewith. In addition, the District agrees to indemnify, to the extent allowed by applicable law, RAI, its officers, directors and employees, as to all costs and expenses related to defending such liabilities, claims and demands, which arise out of the District's use and occupancy of the Property and its activities thereon, or by any wrongful or negligent acts or omissions of the District or its agents or employees in the course of their employment in connection therewith, made against RAI, its officers, directors, and employees, or any of them, by any other person or entity.

b. Within the limitations imposed by the Colorado Constitution and statutes, and to the fullest extent allowed by applicable law, RAI agrees to indemnify and hold harmless the District and its officers, directors, employees and agents from and against any and all costs, damage or injury, loss, attorneys' fees, claims, demands, causes of action or awards to the extent caused by or resulting from any wrongful or negligent acts, inactions, errors or omissions of RAI, its officers, directors, employees and agents pertaining to RAI's retained rights with respect to the Property, including RAI's right to be present on the Property. In addition, RAI agrees to indemnify Lessee, its officers, directors and employees, as to all costs and expenses related to defending such liabilities, claims and demands, which arise out of RAI's wrongful or negligent acts, inactions, errors or omissions, or by RAI's agents or employees in the course of their employment in connection therewith, made against the District, its officers, directors, and employees, or any of them, by any other person or entity.

c. The District and RAI acknowledge that all liabilities, claims and demands made by third parties and asserted against either the District or RAI shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the District and RAI and their officers, directors and employees may have under the Colorado Governmental Immunity Act (Section 24-10-101, *et seq.*, C.R.S.) and under any other law. Neither Party hereby waives any of said requirements, defenses, immunities and limitations of liability.

4. Within thirty (30) days of the execution of this Lease by both Parties, each Party shall furnish the other Party certificates of insurance, showing compliance with the foregoing requirements. Such policies of insurance shall not be amended or canceled unless thirty (30) days written notice is given to the other Party.

V. REPRESENTATIONS, DEFAULTS AND REMEDIES

1. Representation and Warranties. In addition to the other representations, warranties and covenants made by the Parties in this Lease, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section V:

a. RAI covenants that it is owner of the Property in fee simple and has full right to make this Lease and that District shall have quiet and peaceable possession of the Property during the term of and consistent with this Lease.

b. The Parties agree to comply with all federal, state and local laws, rules and regulations which are now, or in the future may become applicable to the Parties, their business or operations or to the provisions of this Lease.

c. Each Party is responsible for payment of its own federal, state and local taxes.

d. Each Party has the full right, power and authority to enter into, perform and observe this Lease.

e. Neither the execution of this Lease, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Lease by either Party will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any Lease, instrument, indenture, or any judgment, order, or decree to which either Party is a party or by which either Party is bound.

f. This Lease is the valid, binding and legally enforceable obligation of the Parties and is enforceable in accordance with its terms.

g. The Parties shall keep and perform all of the covenants and Leases contained in this Lease and shall, except with respect to the District's exercise of discretion with respect to making annual appropriations, take no action which could have the effect of rendering this Lease unenforceable in any manner.

2. Default, Remedies, and Enforcement.

a. Events of Default. Each of the following events shall constitute an “Event of Default” hereunder:

i. The failure to perform or observe any covenants, Leases, or conditions in this Lease on the part of either Party, and to cure such failure within ten (10) days of receipt of notice from the other Party of such failure.

ii. The dissolution, insolvency, or liquidation of the District or RAI.

b. Upon the occurrence of an Event of Default, the Parties shall have the following rights and remedies in addition to any other right or remedy available at law or in equity:

i. Either Party may ask a court of competent jurisdiction to enter a

writ of mandamus or other order to compel the defaulting Party to specifically perform its duties under this Lease, and either Party may seek from a court of competent jurisdiction temporary and/or permanent restraining orders or orders of specific performance to compel the other to perform in accordance with the obligations set forth under this Lease.

ii. The Parties may protect and enforce their rights under this Lease by such suit, action, or special proceedings as they shall deem appropriate, including without limitation any proceedings for the enforcement of any appropriate legal or equitable remedy, or for the recovery of damages caused by breach of this Lease, including attorneys' fees and all other costs and expenses incurred in enforcing this Lease.

iii. To take or cause to be taken such other actions as they reasonably deem necessary.

c. No delay or omission of either Party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event or Default, or acquiescence therein.

d. No waiver of any Event of Default hereunder by either Party shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. Upon declaration of an Event of Default, all rights and remedies of the Parties provided in this Lease may be exercised with or without notice, shall be cumulative, may be exercised separately, concurrently, or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

e. Except as otherwise provided by law, no recovery of any judgment by the Parties shall in any manner or to any extent affect any rights, powers, and remedies of the Parties hereunder, but such rights, powers, and remedies of the Parties shall continue unimpaired as before.

f. In case either Party shall have proceeded to enforce any right under this Lease and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Party, then and in every such case the Parties shall continue as if no such proceedings had been taken.

VI. MISCELLANEOUS PROVISIONS

1. No Joint Venture. This Lease does not and shall not be construed as creating a relationship of joint ventures, partners, or employer/employee between the Parties. Neither party shall, with respect to any activity, be considered an agent or employee of the other party.

2. Separate Obligations. Neither RAI nor the District shall be liable for obligations incurred by the other Party, and neither RAI nor the District shall have the power to charge to the credit of the other Party any obligations incurred in performing this Lease.

3. Assignment. Neither this Lease, nor any of the District's rights, obligations, duties

or authority hereunder may be assigned in whole or in part absent the written consent of RAI. RAI may assign this Lease without consent of the District, but only upon 30 days written notice to the District. Any attempted assignment in violation of this Section shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

4. Insolvency or Sale of RAI Assets. The Parties agree that the lease of the Property to the District is vital to the District's ability to provide services to its residents, property owners, and taxpayers. Therefore, in the event of insolvency, or proposed sale of RAI's assets that includes the Property, the District shall have the first option to acquire the Property at fair market value to be determined by an appraisal conducted at the time of sale (the appraiser selected to be mutually determined by RAI and the District), and upon such other conditions as RAI and the District shall mutually agree. Alternatively, the Property may be sold to a third party, subject to the purchaser assuming the obligations of RAI under this Lease, through an assignment executed in accordance with VI.3 hereof by RAI.

5. Modification. This Lease may be modified, amended, changed or terminated, except as otherwise provided in this Lease, in whole or in part, only by an amendment to this Lease in writing duly authorized and executed by both Parties. No consent of any third party shall be required for the negotiation and execution of any such amendment to this Lease.

6. Severability. Invalidation of any of the provisions of this Lease or of any paragraph, sentence, clause, phrase, or word in this Lease, or the application thereof in any given circumstance, by a court of competent jurisdiction shall not affect the validity of any other provision of this Lease.

7. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

8. Time is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Lease falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated in this Lease.

9. Notices. Any notice required or permitted by this Lease shall be deemed effective when personally delivered in writing or upon receipt if notice is deposited with and through the U.S. Postal Service, or other mail service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To RAI: Raindance Aquatic Investments, LLC
 1625 Pelican Lakes Pt. #201
 Windsor, CO 80550
 Attn: Martin Lind

With a Copy to:

To District: Raindance Metropolitan District No. 1
1625 Pelican Lakes Pt. #201
Windsor, CO 80550
Attn: Gary Kerr, General Manager

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: William P. Ankele, Jr., Esq. and Zachary P. White, Esq.

All notices or documents delivered or required to be delivered under the provisions of this Lease shall be deemed received upon receipt. Either Party by written notice so provided may change the address to which future notices shall be sent.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

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



President

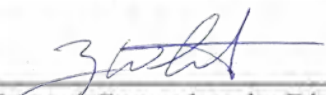
Attest:



Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

Raindance Aquatic Investments, LLC
a Colorado limited liability company

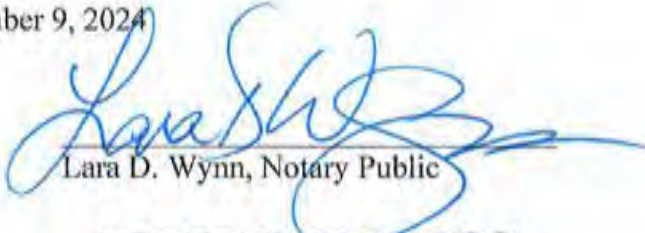

By: Gary Kerr
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 11th day of July 2022, by Gary Kerr, as Manager of Raindance Aquatic Investments, LLC, a Colorado company.

Witness my hand and official seal.

My commission expires: September 9, 2024


Lara D. Wynn, Notary Public

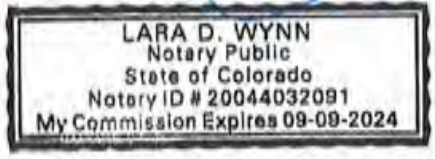


EXHIBIT A
THE PROPERTY



INDEPENDENT CONTRACTOR AGREEMENT
(GOLF COURSE MANAGEMENT AND OPERATOR SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into the 11th day of July, 2022, by and between RAINDANCE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PELICAN LAKES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the District owns the Raindance National Golf Course and golf related facilities and amenities (the “Golf Course”); and

WHEREAS, the District desires to offer the public a first-rate, amenity-rich golf and resort experience but does not possess the necessary knowledge, nor does it desire to employ the large, highly trained staff required to undertake all the myriad functions to successfully manage and operate a top-quality golf course, resort, and associated fooderies, venues, amenities, and experiences; and

WHEREAS, the District has no desire to deploy the significant quantity of funds necessary for equipment expenditures and working capital necessary for operations or undertake any financial risk or fund potential losses associated with said operations; and

WHEREAS, the District has determined that it is in the best interest of the public at large, the District, and users of the Golf Course to engage Contractor as a highly qualified contractor to provide turnkey services to run, manage, operate, promote, and care for the Golf Course, resort, and associated fooderies, venues, amenities, and experiences, and to provide the necessary funds for equipment expenditures and working capital and undertake all associated financial risks; and

WHEREAS, Pelican Lakes is the owner and operator of two golf courses within the immediate vicinity of the District’s service area comprised of one eighteen-hole golf course and

one nine-hole golf course and has represented that it has the professional experience and expertise, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other contractors performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of July 1, 2022 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential

claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-

consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. NOT USED.

7. COMPENSATION. Compensation for the Services provided under this Agreement shall be in accordance with the compensation terms attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses.

8. NOT USED.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined

in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. “**Personal Identifying Information**” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor’s provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District’s request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District’s use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic’s, materialmen’s or other such lien claims, or rights to place a lien upon the District’s property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the “**District Indemnitees**”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “**Claims**”), including reasonable legal expenses and attorneys’ fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers’ compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District’s approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor’s duties, liabilities or obligations under this Agreement. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such

subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Either Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto

may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Raindance Metropolitan District No. 1
1625 Pelican Lakes Point, Suite 201
Windsor, Colorado 80550
Attention: Gary Kerr, General Manager
Phone: 970-686-5828
Email: gkerr@watervalley.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122
Attention: William P. Ankele, Jr.
Phone: (303) 858-1800
E-mail: wpankele@wbapc.com

Contractor: Pelican Lakes, LLC
1625 Pelican Lakes Point, Suite 201
Windsor, Colorado 80550
Attention: Gary Kerr, General Manager
Phone: 970-686-5828
Email: gkerr@watervalley.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. 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 the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. 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.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, 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.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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

President

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

{00643634} District's Signature Page to Independent Contractor Agreement for Golf Course Operator Services

CONTRACTOR:

PELICAN LAKES, LLC, a Colorado limited liability company



Gary Kerr

Printed Name

General Manager

Title

STATE OF COLORADO)

)

ss.


COUNTY OF WELD)

)

The foregoing instrument was acknowledged before me this 1st day of July, 2022, by Gary Kerr, as the General Manager of Pelican Lakes, LLC.

Witness my hand and official seal.

My commission expires: September 9, 2024


Lara D. Wynn, Notary Public

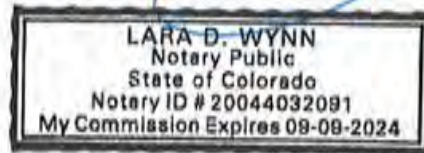


EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Premise: The District desires to offer the public a first-rate, amenity-rich golf and resort experience but does not possess the necessary knowledge, nor does it desire to employ the large, highly trained staff required to undertake all the myriad functions to successfully (1) management the development and (2) manage and operate a top-quality golf course, resort, and associated fooderies, venues, amenities, and experiences. In addition, the District has no desire to (1) deploy the significant quantity of funds necessary for equipment expenditures and working capital necessary for operations or (2) undertake any financial risk or fund potential losses associated with said operations. Therefore, the District has determined that it is in the best interest of the public at large, the district, and users of the facilities to engage the services of Contractor as a highly qualified contractor to provide turnkey services to (1) run, manage, operate, promote, and care for the course, resort, and associated fooderies, venues, amenities, and experiences and (2) provide the necessary funds for equipment expenditures and working capital and undertake all associated financial risks.

Services: Based on the proceeding, the District desires Contractor to undertake all services related to the management and operations of the Golf Course, including the following:

- Assure the Golf Course is operated for the benefit and enjoyment of the Public.
- Manage, direct, and control the development and building of all facilities, and manage, direct, and control all ongoing operations of the Golf Course.
- Develop and implement the startup and ongoing business / operating plan for all facilities.
- Develop and implement all products, services, and merchandise plans.
- Develop and implement all startup, annual, and long-term operating budgets and pro-forma.
- Develop and implement staffing plans for all executive, professional, food services, customer service, maintenance, and other personnel.
- Develop and implement all branding, marketing, promotions, public relation, social media, sponsorship, and internet plans.
- Develop or procure and implement necessary point of sales, reservation, client services, and administrative systems along with appropriate accounting and financial reporting procedures.
- Develop and implement all operating procedures and methods.
- Develop and implement necessary procedures and methods for the care and maintenance of the course (greens keeping) and all other physical assets.
- Establish and maintain necessary and appropriate employee benefit programs
- Hire and maintain all personnel, pay all salaries and benefits, and develop and implement necessary and appropriate payroll and labor management systems.
- Provide funds or procure third-party funding to purchase capital equipment and to capitalize operations with necessary and appropriate levels of working capital.

- Undertake all financial risk with respect to the operations of the facilities... i.e., the District will **not** undertake any business risk with respect to funding or underwriting losses associated with managing and operating the facilities.

Compensation: In order to induce Contractor to provide the necessary funds, undertake the significant risk, and provide the Services for the benefit and enjoyment of the Public, the District will grant Contractor the exclusive right to operate and manage the Golf Course for the term of the agreement at no charge and Contractor will be entitled to retain any profits or other items of gain derived from the operation of the Golf Course.

EXHIBIT B
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT B-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

PELICAN LAKES, L.L.C.

is a

Limited Liability Company

formed or registered on 04/08/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971055720 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/05/2022 that have been posted, and by documents delivered to this office electronically through 07/11/2022 @ 08:27:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/11/2022 @ 08:27:45 in accordance with applicable law. This certificate is assigned Confirmation Number 14150840 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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GROUND LEASE

THIS LEASE AGREEMENT (the "*Lease*") is made as of the 13th day of July 2022, by and between VB-SI ASSETS, LLC, a Delaware limited liability company ("*Landlord*"), having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, and RAINDANCE METROPOLITAN DISTRICT NO. 1, ("*Tenant*"), having a notice address at 1625 Pelican Lakes Point, Suite 201, Windsor, CO 80550.

BASIC LEASE INFORMATION

- a. Premises: The real property commonly known as 1680 Merlin Lane Windsor, CO 80550 (Hilltop Subdivision 1st Filing, Block 1, Lot 1 Weld County Recorded Document Number #2130978) consisting of approximately 435,600 sq. ft. or ten (10) acres of vacant land, subject to any easements (less the Easements as defined in Paragraph 13 below required for the tower operations including the tower compound, the anchors and RF electronics building) as depicted on Exhibit A.
- b. Term: Thirty (30) years, beginning on June 1, 2022 (the "*Commencement Date*") and ending on May 31, 2052 (the "*Expiration Date*") unless extended pursuant to Section 4 ("*Term*").
- c. Rent: \$4,800.00 per year, increasing two percent (2%) per year for the Term
- d. Security Deposit: \$9,600.00.
- e. Permitted Use: Aboveground storage and parking of vehicles for Tenant related events and for no other purposes. Tenant shall not maintain any hazardous materials at the Premises.
- f. Tenant Improvements: Prior to taking occupancy or bringing vehicles onto the Premises, Tenant at Tenant's sole cost shall install concrete "Jersey Barriers" (or other Landlord-approved barricades) as shown on the site plan attached as Exhibit A to protect Landlord's Communications Equipment. Further, Tenant shall rough grade the parking areas as needed for the Permitted Use, using native grasses, recycled asphalt, and/or recycled concrete, which shall be free from hazardous substances.
- g. Broker(s): None.
- h. Communications Equipment: Landlord's personal property, fixtures, or utility taps located upon the Premises which are used or useable by Landlord or Landlord's tenants in its

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communication business, such as transmitters, generators, transformers, satellite dishes, towers, guy wires, anchoring devices, underground radial wires, shelters, protective barriers, supporting equipment, or property of a similar nature.

LEASE

1. **Premises.** In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. Tenant acknowledges that the Premises consists of raw land with no improvements, utilities, or infrastructure other than the Communications Equipment and the Easements as defined in paragraph 11 below. Unless otherwise set forth herein, Landlord will not be providing any utilities or other services of any kind to the Premises, and Tenant accepts the Premises in their "AS IS" condition on the effective date of this Lease.

2. **Special Conditions.** Tenant agrees to erect and maintain concrete Jersey Barriers (or other Landlord-approved barricades) surrounding Landlord's Communications Equipment in locations specified in Exhibit A. Landlord is NOT responsible for security or loss or damage Tenant Improvements due to unauthorized access. Tenant acknowledges that the Premises are not occupied by Landlord's personnel. No excavation or drilling shall be permitted. Tenant acknowledges that Landlord's radial wire system is present underground. No activity below grade is permitted by Tenant or anyone claiming by, through, or under Tenant without Landlord's written consent.

3. **Term.** Subject to the provisions of this Lease, Tenant shall have the right to the exclusive possession and use of the Premises for the Term. Landlord, at no cost to Tenant, shall allow Tenant to have early occupancy of the Premises upon full execution of this Lease.

4. **Options To Renew –**

a. Tenant shall have the right, to be exercised as provided for in this Article, to renew this Lease for a term of Ten (10) additional years (the "First Option Term"), commencing upon the expiration of the initial Lease Term provided for herein, on the terms and conditions set forth below (the "First Option to Renew").

b. Tenant shall have the right, to be exercised as provided for in this Article, to renew this Lease for a term of Ten (10) additional years (the "Second Option Term"), commencing upon the expiration of the First Option Term provided for herein, on the terms and conditions set forth below (the "Second Option to Renew").

c. The terms and conditions of the First Option to Renew and the Second Option to Renew (each an "Option to Renew" and collectively, the "Options to Renew") are:

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- i. The Options to Renew may be exercised only if no default exists under any of the terms of this Lease when each Option to Renew becomes exercisable or when the Option Term is to commence. In addition, if Tenant has been in default by reason of a failure to pay money when due more than twice during a term of this Lease or an Option Term, then Tenant may not exercise an Option to Renew.
 - ii. Renewal terms shall be on the same terms, covenants, and conditions provided in this Lease, except that no party may renew the term of this Lease for any period of time after the expiration of the last Option Term.
 - iii. The Base Rent for each Option Term shall continue to be increased annually at the rate of two (2%) percent per year.
 - d. If Tenant desires to exercise an Option to Renew, Tenant shall notify Landlord in writing of its election to exercise the Option to Renew at least one hundred eighty (180) days prior to the expiration of the initial Term or Option Term. Upon giving the notice of exercise of each Option to Renew, this Lease shall be deemed to be renewed and the term thereof renewed for the period and upon the terms provided above without the execution of any further lease or instrument.
5. Option to Terminate. Tenant may terminate this Lease upon one hundred eighty (180) days' written notice to Landlord. Upon giving the notice of termination, this Lease shall be deemed to be terminated as of the date specified in the notice. If Tenant terminates the Lease, Landlord shall reimburse Tenant pro rata for any rent paid by Tenant for time that Tenant does not continue to lease the Premises.
6. Rent.
 - (a) Base Rent. "Rent" hereunder means an initial base gross rental rate of \$4,800.00 per year. Annually, on each anniversary of the Commencement Date, Rent shall increase by two (2%) percent.
 - (b) During the term of this Lease, Tenant shall pay, before the same shall become delinquent, all charges for electricity, water, sewer, trash removal, data, and all other utilities and services furnished to the Premises for the occupants thereof at the request of Tenant.
 - (c) As additional consideration, Tenant shall maintain the Premises, other than the Landlord's Communications Equipment, including but not limited to filling in the current or future prairie dog holes on-site.
 - (d) Commencing on the Commencement Date and continuing on January 31 of each year thereafter during the Term, Tenant shall pay to Landlord the Rent for the full calendar year without offset, counterclaim, or deduction. Tenant shall make all Rent payments at Landlord's address set forth above or such other address as designated by Landlord in writing from time to time. Rent for any partial year at the beginning of the Term shall be paid by Tenant to Landlord in a pro rata amount on the effective date of this Lease.
7. Security Deposit. Concurrent with the execution and delivery of this Lease, Tenant shall deliver to Landlord the Security Deposit. If Tenant defaults in its payment of Rent or performance of any of its other obligations under this Lease, Landlord may, at its sole option, retain, use, or apply the whole

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or any part of the Security Deposit to such extent, against any damages which Landlord may sustain. If Landlord uses, applies, or retains all or any portion of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within five (5) days after receipt of demand from Landlord. Upon termination of this Lease, Landlord shall return the Security Deposit to Tenant, less any amounts necessary to repair any damages cause by Tenant.

8. Property Taxes. Tenant is a quasi-municipal corporation and political subdivision of the State of Colorado. Pursuant to § 39-3-124(1)(b)(I), C.R.S., the Premise shall be exempt from the levy and collection of property tax for the term of this Lease. Landlord agrees to cooperate with Tenant to provide any necessary documentation in order to ensure such exemption. In the event the exemption does not apply, Landlord shall provide notice of property taxes to Tenant, and Tenant shall be solely responsible for paying all property taxes and assessments with respect to the Premises, other than on the Landlord's Communications Equipment. Tenant shall be solely responsible for, and shall pay when due, all taxes attributable to its business operations and its personal property located at, and use of, the Premises.

9. Late Charges. If any payment owed by Tenant hereunder is not received by Landlord on or before the due date and if Tenant fails to make such payment within five (5) days of receiving Landlord's notice thereof, a late charge of ten (10%) percent of the delinquent sum may be charged by Landlord. If any payment owed by Tenant hereunder is not received by Landlord within fifteen (15) days after Tenant's receipt of Landlord's notice referenced in the preceding sentence, an additional late charge in an amount equal to the lesser of the highest rate permitted by law or one and one-half (1 1/2%) percent per month (eighteen (18%) percent per annum) of the delinquent amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is due and remains unpaid and which shall be in addition to and not in lieu of the late charge or any other remedy available to Landlord. Notwithstanding the foregoing, if Landlord is required to provide notice of non-payment twice in any calendar year, no further written notice of non-payment shall be required. No payment by Tenant or receipt by Landlord of Rent shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord.

10. Use; Signs.

(a) Tenant may use and occupy the Premises during the Term solely for the Permitted Use. Landlord reserves the right to enter the Premises during Tenant's business hours (with at least twenty-four (24) hours' notice, provided that no notice is needed in an emergency or upon Tenant's request), to show the Premises to prospective purchasers, tenants, insurers, or inspectors, provided that Landlord does not interrupt Tenant's daily operations at the Premises.

(b) Landlord and Landlord's contractors, employees, tower tenants, and other repair persons shall have the unfettered right at any time, twenty-four (24) hours per day, seven (7) days per week without notice, to enter the Premises to service, maintain, repair, and replace the Communications Equipment.

(c) Landlord shall have the right to close the parking area and prohibit access temporarily as may be required to service, maintain, repair and replace the Communications Equipment. Landlord agrees to repaint the tower not less than every fifteen (15) years.

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(d) Tenant agrees to use the Premises in compliance with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Premises ("**Legal Requirements**").

(e) Within a reasonable time upon execution of this Lease, Tenant shall submit its onsite general manager or other responsible person to training by an engineer specializing in broadcast radio frequency ("RF") signals, who shall be designated by Landlord from time to time, (the "RF Engineer") to ensure that none of the uses on the Premises shall be harmful to the Communications Equipment nor shall the personnel onsite be harmed by any RF signals.

(f) Tenant will not erect any signage (except for parking wayfinding signage) of any kind at the Premises without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Maintenance. Tenant, at its sole cost and expense, shall maintain the Premises in a clean and orderly fashion. Tenant is responsible for repairing any utility cables which are cut or damaged by Tenant. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in as good condition and repair as Tenant is required to maintain the Premises under this Lease throughout the Term, reasonable wear and tear and casualty damage excepted. Landlord shall be responsible for maintaining and repairing Landlord's Communications Equipment and Landlord's existing fencing, to the extent that such maintenance or repairs are not Tenant's obligations expressly set forth in this Lease and do not result from Tenant's gross negligence. Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, remove all Tenant's personal property and leasehold improvements such as fences (but any gravel millings used as road base material can remain) and restore the Premises to the condition existing prior to such removal.

12. Tower Radials and underground infrastructure. Ground Radials for an AM Tower site typically consist of solid bare copper wire 6 AWG directly buried in the ground 8"-12" below the surface. These ground wires are arranged in a radial pattern around the towers and can range in length from 200' to 450'. The radial wires are bonded to the tower using 4" copper strap of 16-28 AWG. The towers are connected to each other and the transmitter building using copper strap. Tenant shall be solely responsible for repairing any underground infrastructure (radials, electrical or co-ax lines) damaged as a result of Tenant's operations or installation of any equipment for Tenant's use. All radials damaged by Tenant shall be repaired with silver bearing solder for a dependable electrical connection. If Tenant fails to make any repairs required hereunder, Landlord shall have the right to perform such repairs at Tenant's cost and expense.

13. Landlord's Easements. Landlord reserves for itself, its successors and assigns, tenants, sublessees, licensees, customers, agents, and any other party claiming by or through Landlord (the "Landlord Parties") the following easements over and across the Premises and the Property, to which Easements (defined herein) the Landlord Parties shall have free and unfettered access seven (7) days per week, twenty-four (24) hours per day subject to and in accordance with the terms and conditions set forth herein:

(a) An exclusive perpetual easement (the "Tower Easement") for the purposes of accessing, operating, and using the Towers and each anchor point, including any underground portion thereof, providing support to the Towers, including any underground portion thereof (the "Anchor Points"), and conducting business activities related to use of the Towers for wireless communication, including but not limited to, construction, installation, improvement, reconstruction, modification, supplementation, maintenance, repair, operation, and/or removal of the Towers and, as needed, replacement, on, across and under that portion of the Property shown

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on Exhibit "B" attached hereto and incorporated herein (the "Tower Easement Premises") and freely leasing, subleasing, or licensing space on the Tower to tenants, subtenants, or licensees for wireless communications use from time to time. Landlord shall have full authority to prohibit entry to any party upon the Tower Easement Premises. In connection with the exclusive nature of the Tower Easement, Landlord shall, at Landlord's sole cost and expense, provide security fencing or other security features to control the exclusivity of the Tower Easement Premises to the Landlord Parties.

(b) A non-exclusive perpetual easement (the "Utility and Access Easement") for ingress, egress and utilities, including but not limited to installing, operating, maintaining, repairing, replacing, accessing, and supplying utility services to the Towers, the Anchor Points, and all guy wires between the Tower and Anchor Points, and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, patrolling, inspecting, repairing, replacing, altering, extending, and/or removing one or more overhead and/or underground cables and lines for communication, radials, microwave, fiber, backhaul, and/or electricity and any necessary manholes, hand holes, equipment, poles, appurtenances, and attachments incidental thereto for all the above purposes, within, along, under, above, across, and through the portions of the Property shown on Exhibit "C" attached hereto and incorporated herein (the "Utility and Access Easement Premises").

(c) A non-exclusive perpetual easement within, along, under, above, across, and through the portions of the Property and any improvements now or later constructed and located on any portion of the Property, as shown on Exhibit "D" attached hereto and incorporated herein (the "Guy Wire Easement Premises") (the Tower Easement Premises, Utility and Access Easement Premises, and Guy Wire Easement Premises are sometimes referred to herein collectively as the "Benefited Property") to be used by Landlord to maintain, replace, and install (i) guy wires anchored or located upon the Guy Wire Easement Premises and attached to the Tower, and (ii) anchors and other customary attachments and customary enclosures for such anchor for the guy wires (such easement in this clause (c) referred to as the "Guy Wire Easement") (the Tower Easement, Utility and Access Easement and Guy Wire Easement are sometimes referred to herein collectively as the "Easement" or "Easements").

14. Use Restrictions for the Protection of the Communications Equipment: Notwithstanding anything else in this Lease to the contrary, Tenant agrees that the continuing compliance with the following ("Use Restrictions") is a material inducement to Landlord to enter into this Lease and a failure to abide by these restrictions shall be a default hereunder.

(a) These Use Restrictions are incorporated into this Lease to establish the rights and obligations, respectively, of the following parties:

- i. The Landlord, its successors and assigns, tenants (including but not limited to broadcasting companies, wireless communications companies, similar users, or their licensees occupying or using the Towers, agents, and any other party claiming by or through Landlord) ("Landlord Users").
- ii. Tenant, any other party claiming by or through Tenant, or any occupant of the Premises (individually or collectively a "Tenant User").
- iii. Any builder, developer, contractor, subcontractor, or other tradesperson performing any site work, construction activity, demolition, or renovation or

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in any way making improvements to the Premises (individually or collectively a "Contractor").

(b) No Tenant User shall operate any competing telecommunication or broadcast facility on the Premises competing directly with Landlord in Landlord's business of telecommunications during the Term.

(c) Non-Interference:

i. No Tenant User shall use or operate any wireless equipment if such equipment would, in Landlord's reasonable judgment, cause Objectionable Interference with the radio communications, signals, frequencies, or other form of electronic and wireless forms of communications emanating from the Towers and existing as of the Effective Date. "Objectionable Interference" shall mean interference to Landlord Users, that (x) can be demonstrated by means of traditional radio frequency measuring devices or (y) causes material impairment of (i) the quality of data, sound, or picture signals, or the range of delivery; or (ii) a party's ability to remain within the applicable FCC licensed operating parameters. Should Objectionable Interference be experienced by any Landlord Users, the person causing such interference shall, upon reasonable written request by Landlord, immediately suspend its use causing the interference and take such further actions as Landlord deems reasonably necessary, at the user's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Landlord.

ii. ALL TENANT USERS ARE HEREBY ADVISED THAT THE USE AND OPERATION OF CERTAIN ELECTRONIC EQUIPMENT ON OR IN THE VICINITY OF THE PROPERTY MAY RESULT IN OBJECTIONABLE INTERFERENCE. SHOULD OBJECTIONABLE INTERFERENCE BE EXPERIENCED BY LANDLORD USERS, THE PERSON CAUSING SUCH INTERFERENCE SHALL, UPON REASONABLE WRITTEN REQUEST BY LANDLORD, IMMEDIATELY SUSPEND ITS USE CAUSING THE INTERFERENCE AND TAKE SUCH FURTHER ACTIONS AS LANDLORD DEEMS REASONABLY NECESSARY, AT THE TENANT USER'S EXPENSE, TO ELIMINATE OR REMEDY SUCH INTERFERENCE OR OTHERWISE RECTIFY THE SITUATION TO THE REASONABLE SATISFACTION OF LANDLORD.

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- iii. In the event the installation or operation of equipment, antenna, or other property by Tenant User, or its licensees or other third party claiming by or through Tenant causes material interference to any existing AM broadcast signals ("AM Interference"), Tenant agrees to take, or cause such interfering party to take, all the necessary steps, including the financial burden, to correct such AM Interference. If the Tenant User causes AM Interference, which Tenant fails to eliminate within forty-five (45) days from the date Landlord provides written notice to Tenant of such AM Interference, Landlord shall have the right to seek specific performance of the terms of these Use Restrictions, including obtaining an injunction to stop the use causing the AM Interference.
- iv. Tenant shall not erect or permit to be installed on the Property any telecommunications equipment which shall cause material and continuing communication, signal, or frequency interference to the Towers or any structure or protrusion from any structure or improvement of which any part comes within five (5) feet of a guy wire, Tower, or Anchor Points.
- v. Tenant shall not materially interfere electrically or physically with the communications systems or the quality, strength, or range of any broadcast signals on any Tower now existing or hereafter constructed on the Easements, including but not limited to any grounding systems, fiber lines, electrical lines, radial wires, coax cables, and/or phone lines that may be located underground, as well as any wires, equipment, or structures located within the Property. If any use by Tenant materially interferes with communications systems or equipment or the operation of any Tower located on the Property, Tenant shall, upon reasonable written request, immediately suspend its use causing the interference and take such further actions as Landlord deems reasonably necessary, at Tenant's expense, to eliminate or remedy such interference or otherwise rectify the situation to the reasonable satisfaction of Landlord.

(d) Tenant's Construction Activities. Any Tenant User or Contractor who intends to construct, modify, repair, or remove any improvements on, over, under, or above any portion of the Premises, in addition to complying with the other Use Restrictions, shall comply with the following (the "Construction Requirements"):

- i. Construction to be performed shall be performed in accordance with the following requirements and standards, which each party covenants and agrees to observe. "Construction" herein means:
 - 1. Any construction of buildings and improvements on the Premises;
 - 2. Any construction on the Premises that involves excavation, construction of new structures, alterations, additions, repair, maintenance, replacement, rebuilding, and demolition permitted or required under this Lease; or
 - 3. The expansion of existing structures within fifty (50) feet of the Tower Easement or which is over forty (40) feet in height.

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- ii. Any party undertaking Construction on the Premises will at all times take any and all safety measures reasonably required to protect itself and its employees or contractors and all of the other parties from injury or damage caused by or resulting from the performance of its Construction. Among other things, no activity involving any equipment which will operate or extend over forty (40') feet in height from ground level, including, without limitation, cranes, may be conducted.
- iii. No User, or Contractor, nor any party undertaking Construction on the Premises shall permit any mechanic's, laborer's, materialman's or other similar lien to attach to any portion of the Premises (including the Easement) resulting from or in connection with any work performed by such party. In the event such lien attaches, the party responsible for the lien shall, at its sole cost and expense, either: (i) cause such lien to be discharged; or (ii) bond or deposit or otherwise secure the lien against foreclosure pursuant to applicable laws; and (iii) if the party responsible for the lien shall fail to discharge such lien or bond or deposit or otherwise secure such lien against foreclosure in the manner provided above within thirty (30) days of notice of the existence thereof is received by the party responsible for such lien, a party whose tract is or may be affected by such lien may elect to bond or deposit or otherwise secure such lien against foreclosure (without inquiry as to the validity thereof), and any amount paid by such party in connection with such action and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection therewith, shall be paid by the party permitting such lien to attach within thirty (30) days of receiving written demand therefor.
- iv. Any Tenant User proposing Construction shall submit its plans and specifications to Landlord and shall cooperate with the Landlord by modifying such plans as necessary to avoid creating any Objectionable Interference that could result from Construction. Once the plans are approved, the Tenant User shall construct its improvements in accordance with the approved plans. Any material modification in the plans once approved shall require the additional approval of the Landlord to the modification to the plans. The Landlord will endeavor to act promptly in reviewing and approving plans. If the Landlord does not specify any objection or make a proposal that would add to or revise the plans within thirty (30) days from receipt thereof, such plans shall be deemed to be approved. If the parties are unable to agree to the plans within such thirty (30) day period (or other time period agreed to by the parties), the matters of disagreement shall be resolved by referring such matter to an RF engineer employed by a nationally recognized engineering firm specializing in RF signals for resolution.
- v. Tenant shall install a rock base, road surface, or similar materials to protect Landlord's underground RF Radial systems in designated areas shown in Exhibit A of the Premises where heavy equipment will be stored or where heavy trucks or heavy machinery will traverse the Premises. For purposes of this Lease, "rock base, road surface, or similar materials" means 2" layer of either $\frac{3}{4}$ crushed rock or road base materials. For purposes of this Lease, "heavy equipment," "heavy trucks," and "heavy machinery" mean semi-

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tractor trucks, wheel loaders, bobtail trucks, boom or bucket trucks, or any other equipment, trucks, or machinery which are heavier than any of the foregoing items listed in this sentence.

15. Insurance. During the term of this Lease, the Tenant shall carry and pay for liability insurance issued or endorsed to insure the Landlord from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life, and/or damage to property sustained in and about the Premises, by reason of or as a result of Tenant's occupancy thereof, and from and against any order, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in and about the defense of any such claim and the investigation thereof, and with contractual liability coverage for Tenant's indemnity obligation to Landlord under this Lease, for an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit. All such insurance shall name the Landlord as additional insured as the Landlord's interests may appear. The insurance policy shall be issued by an insurance company reasonably satisfactory to the Landlord.

16. Nonliability; Indemnity. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Premises or damage to property of Tenant or of others located on the Premises, nor shall Landlord be responsible for any loss of or damage to any property of Tenant or others from any cause, unless such death, injury, loss, or damage results from the gross negligence or willful misconduct of Landlord. The foregoing includes but is not limited to the hazard of falling ice. Tenant agrees, to the extent permitted by law, to indemnify Landlord and hold it harmless from and against any and all loss, claims, actions, damages, liability, and expense of any kind whatsoever (including reasonable attorneys' fees and costs at all tribunal levels), unless caused by the gross negligence or willful misconduct of Landlord, arising from any occurrence in, upon, or at the Premises, or the occupancy, use, or improvement by Tenant or its agents or invitees of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, and invitees or by anyone permitted to be on the Premises by Tenant. Landlord, at Landlord's expense, shall defend, indemnify and hold harmless Tenant and Tenant's agents, employees, invitees, licensees and contractors from and against any cost, claim, action, liability or damage of any kind caused by the negligence or willful misconduct of Landlord or its agents, employees, invitees, licensees, or contractors. The obligations of Landlord under this paragraph shall survive the expiration or termination of this Lease. Nothing in this section requires Landlord to indemnify Tenant against liability for damages to property or injury to person caused by the negligence or willful misconduct of Tenant or its agents, employees, or contractors.

17. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against Landlord, its agents, officers, or employees, for any loss or damage that is or should be insured against under the terms of Tenant's insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, except for gross negligence or willful misconduct of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).

18. Improvements; Liens.

(a) Except for the Tenant Improvements, Tenant will make no improvements to the Premises without Landlord's prior written approval, which consent shall not be unreasonably withheld, conditioned, or delayed, unless such improvements would cause AM Interference or would cause damage to the

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Landlord's Communications Equipment. Notwithstanding the foregoing, the Tenant may also construct or cause to be constructed a fence around all or a portion of the Premises without prior written approval by Landlord. Such fence installed by Tenant shall be removed at the expiration of the Term or earlier termination thereof, unless Landlord grants consent to leave it in place.

(b) Tenant may install t-posts and rope lanes for event parking, after coordinating all underground utilities with Landlord and 811 locates.

(c) Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is recorded against any portion of the Premises or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it, by payment or bonding, within thirty (30) days of receipt by Tenant of notice of the existence thereof. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials for work to be performed at or upon the Premises of the existence of said prohibition.

19. No Transfers by Tenant. Tenant shall not enter into, consent to, or permit any Transfer, as hereinafter defined, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of this Lease, "Transfer" means an assignment of this Lease in whole or in part; a sublease of all or any part of the Premises; any transaction whereby the rights of Tenant under this Lease or to the Premises are transferred to another; any mortgage or encumbrance of this Lease or the Premises or any part thereof or other arrangement under which either this Lease or the Premises becomes security for any indebtedness or other obligations; and if Tenant is a corporation, partnership, limited liability company, or other business entity, the transfer of a controlling interest in the corporation, partnership, limited liability company, or other business entity. Notwithstanding any Transfer, Tenant shall not be released from any of its obligations under this Lease. Notwithstanding the foregoing, Tenant may assign or transfer all or any portion of its rights and obligations hereunder without the prior consent of Landlord (i) to any person or entity which controls, is controlled by or is under common control with Tenant; (ii) to any entity resulting from the merger of or consolidation with Tenant; or (iii) to any entity which acquires all or substantially all of Tenant's assets.

20. Assignment by Landlord. Landlord shall have the unrestricted right to sell, lease, convey, or otherwise dispose of the Premises or any part thereof and this Lease or any interest of Landlord in this Lease. To the extent that the purchaser or assignee from Landlord assumes all of the obligations and liabilities of Landlord under this Lease, Landlord shall thereupon and without further agreement be released of all further liability under this Lease, provided that Landlord provides Tenant with a copy of the assignment agreement executed between Landlord and such successor owner of the Premises, which assignment agreement shall set forth all pertinent information with respect to such full assignment and assumption. If Landlord sells its interest in the Premises, it shall deliver the security deposit, if any, to the purchaser and Landlord will thereupon be released from any further liability with respect to the security deposit or its return to Tenant and the purchaser shall become directly responsible to Tenant.

21. Quiet Enjoyment. Tenant shall peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant is not in default, beyond any applicable cure periods under this Lease, of any of Tenant's covenants and agreements contained herein.

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22. Defaults. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (a) any Rent is not paid when due; or (b) any other amount due by Tenant hereunder is not paid within five (5) days after written demand by Landlord is received by Tenant; or (c) Tenant makes a general assignment for the benefit of creditors or Tenant becomes bankrupt or insolvent; or (d) Tenant fails to maintain insurance as required by this Lease; or (e) Tenant has breached any of its obligations in this Lease (other than as specifically enumerated in this section) and Tenant fails to remedy such breach within fifteen (15) days after written notice from Landlord is received by Tenant (provided, however, that if such default reasonably requires more than fifteen (15) days to cure, Tenant shall have a reasonable time to cure such default (but in no event to exceed sixty (60) days), provided Tenant commences to cure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion within such sixty (60) day period).

23. Remedies. In the event of any default hereunder by Tenant which is not cured pursuant to this Lease, then and without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative:

(a) Landlord terminate the Lease and Tenant's right to possession and may enter and repossess the Premises, and take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit. Landlord shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with applicable law.

(b) Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and enter upon the Premises for such purposes. Tenant shall pay to Landlord all reasonable expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant at one and one-half (1 1/2%) percent per month, or eighteen (18%) percent per annum.

24. Additional Remedies; No Waiver. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies of Landlord shall be cumulative and non-exclusive of each other. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

25. Notices. Any notice to be given by either party shall be effective only if delivered by hand delivery, by certified mail (return receipt requested), or by nationally recognized overnight courier service, to the parties' respective addresses set forth in the preamble to this Lease. Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this paragraph shall be effective upon receipt or refusal of delivery.

26. Environmental. Tenant warrants and represents that any activity on or relating to the Premises shall be conducted in full compliance with all applicable environmental Legal Requirements. Tenant agrees, to the extent permitted by law, to defend, indemnify, and hold harmless Landlord against any and all claims, costs, expenses, damages, liability, and the like, which Landlord may hereafter be liable for, suffer, incur, or pay arising under any applicable environmental Legal Requirements and resulting from or arising out of any breach of the warranties and representations contained in this

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paragraph, or out of any act, activity, or violation of any applicable environmental Legal Requirements on the part of Tenant, its agents, employees, or assigns.

27. Casualty Damage. If all or any material portion of the Premises is damaged by an Act of God or other casualty, Landlord and Tenant shall each have the right to terminate this Lease upon giving written notice to the other.

28. Condemnation. If all or any material portion of the Premises is taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such taking, Landlord and Tenant shall each have the right to terminate this Lease upon giving written notice to the other. It is further understood and agreed that if at any time during the term of this Lease the Premises or the Property, or any portion thereof, be taken or appropriated, or condemned by reason of eminent domain, the entire award for the Property shall be the property of the Landlord and in no event shall Tenant receive any portion of any award made to Landlord. Tenant shall have the right to make a separate claim for its own damages, including the Tenant's leasehold improvements and business damages.

29. Subordination; Attornment. This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Premises, from time to time in existence against the Premises, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor, provided that the subordination does not modify this Lease. Tenant shall promptly on request attorn to any mortgagee, or to the future owner(s) of the Premises, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease. Landlord agrees to make a good faith effort to obtain a non-disturbance agreement, but this shall not be a condition of subordination.

30. Time; Force Majeure. Time is of the essence of this Lease. However, whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, then Landlord or Tenant, as applicable, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, Legal Requirements, or any other cause whatsoever beyond the control of Landlord or Tenant, as applicable. The foregoing force majeure provisions of this paragraph are inapplicable to any payments of money due under this Lease.

31. Attorneys' Fees; Venue. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Premises, the prevailing party shall be entitled to recover its costs and expenses incurred in such litigation, including reasonable attorneys' fees, at all levels, including appeals. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in Weld County, Colorado, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease.

32. Miscellaneous. The paragraph headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the

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same is in writing and signed by both parties. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be construed in accordance with and governed by the laws of the State of Colorado. Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum hereof in any public records without the prior written consent of Landlord. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

33. Brokerage. Landlord and Tenant each represent and warrant, one to the other, that neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability (including, without limitation, reasonable attorneys' fees and costs) with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

34. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over without Landlord's consent: (a) Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance; (b) the Rent payable to Landlord shall be increased to 200% of such Rent applicable during the month immediately preceding such expiration or earlier termination; and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

35. Basic Lease Information. Landlord and Tenant agree that all of the information stated in the Basic Lease Information section on the first and second page of this Lease is hereby incorporated by reference as though set forth in full in the body of this Lease.

36. **WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY CASE OR CONTROVERSY ARISING UNDER THIS LEASE.**

37. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to Tenant, its officials, employees, contractors or agents, and in particular, Tenant's rights and protections under the Colorado Governmental Immunity Act, , §§ 24-10-101, *et seq.*, C.R.S, as amended from time to time.

38. No Debt, Subject to Annual Appropriation. This Lease shall not constitute a debt or indebtedness by Tenant within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple-fiscal-year financial obligation., and shall at all times remain subject to annual appropriation by Tenant.

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[Signatures on Next Page]

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IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

DocuSigned by
Grant Phillips
Signature of Witness #1

Grant Phillips

Print Name of Witness #1

DocuSigned by
Todd Thurston
Signature of Witness #2

Todd Thurston

Print Name of Witness #2

LANDLORD:
VB-S1 ASSETS, LLC, a Delaware limited liability company

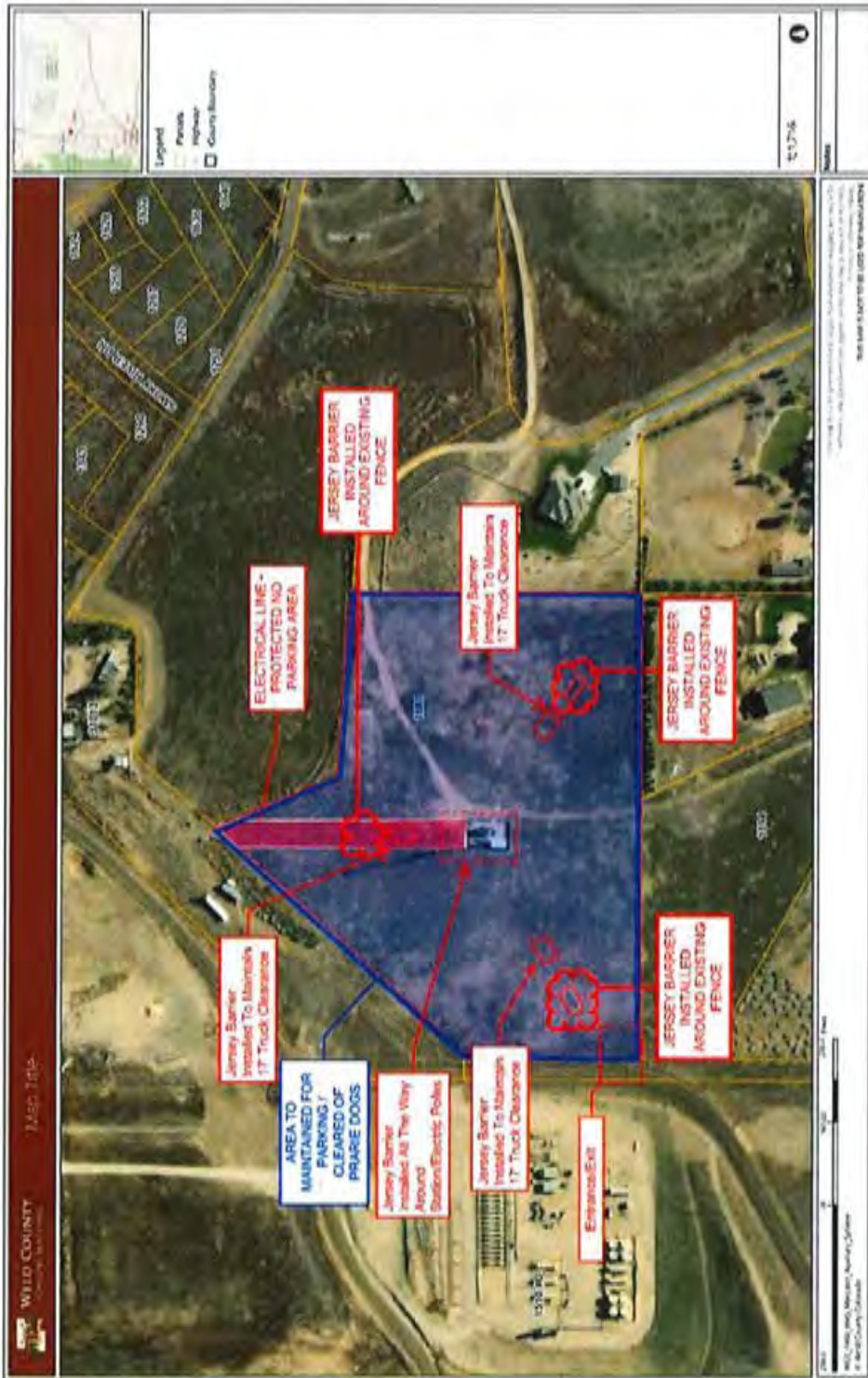
DocuSigned by
By: Adam Ginder
Name: Adam Ginder
Title: VP

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

By: [Signature]
Its: President

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Exhibit A



PROFESSIONAL SERVICES AGREEMENT
COST CERTIFICATION SERVICES (GOLF COURSE SOFT COSTS)

This PROFESSIONAL SERVICE AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the ___ day of April, 2022, by and between RAINDANCE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and RANGER ENGINEERING, LLC, a Colorado limited liability company (the “**Consultant**”). The District and the Consultant are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Consultant to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Consultant has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Consultant shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Consultant provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Consultant and the District pursuant to a written service/work order executed by an authorized representative of the District and the Consultant or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Consultant shall notify the District immediately of any and all damage caused by the Consultant to District property and that of third parties. The Consultant will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Consultant or its employees, agents or equipment. In addition, the Consultant shall promptly notify the District of all potential claims of which it becomes aware. The Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Consultant or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Consultant has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Consultant. Consultant enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Consultant represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Consultant's performance of the Services does not meet this standard, the Consultant shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Consultant shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Consultant is delayed due to factors beyond the Consultant's reasonable control, or if conditions of the scope or type of services are expected to change, Consultant shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Consultant agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Consultant shall not relieve the Consultant of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Consultant shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Consultant shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Consultant's actual cost, provided that the Consultant shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Consultant shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within forty-five (45) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Consultant notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Consultant, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and nothing in this Agreement shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the District. The Consultant shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Consultant or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Consultant shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Consultant will be deemed employees or sub-contractors of the Consultant and will not for any purpose be considered employees or agents of the District. **The Consultant is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Consultant or some other entity other than the District, and the Consultant is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Consultant represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Consultant hereby states that it does not knowingly employ or contract with illegal aliens and that the Consultant has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Consultant affirmatively makes the follow declarations:

a. The Consultant shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Consultant shall not knowingly enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Consultant obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Consultant violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Consultant. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the District.

11. CONSULTANT'S INSURANCE.

a. The Consultant shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Consultant shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Consultant subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Consultant; provided, however, that sub-contractors of the Consultant shall not be required by the District to provide coverage in excess of that which is required hereunder of the Consultant. If the coverage required expires during the term of this Agreement, the Consultant or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Consultant's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Consultant's liability under any provision in this Agreement. The Consultant shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Consultant by the District, or developed by the Consultant as a result of the performance of a particular task, shall remain confidential. In addition, the Consultant shall hold in strict confidence, and shall not use in competition, any information which the Consultant becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Consultant; (ii) provided to the Consultant by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Consultant without use of the District's confidential information. During the performance of this Agreement, if the Consultant is notified that certain information is to be considered confidential, the Consultant agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Consultant. The Consultant agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Consultant. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Consultant agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Consultant; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Consultant agrees to notify the District of conflicts known to the Consultant that impact the Consultant's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Consultant pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Consultant of the invoices representing the work by which such materials were produced. At the District's request the Consultant will provide the District with all documents produced by or on behalf of the Consultant pursuant to this Agreement. The Consultant shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Consultant shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Consultant, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Consultant shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Consultant to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Consultant further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Consultant will provide indemnification against all such liens for labor performed, materials supplied or used by the Consultant and/or any other person in connection with the Services undertaken by the Consultant, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Consultant shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Consultant or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Consultant's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Consultant is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Consultant. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Consultant be liable for special/consequential or punitive damages.

b. In the event the Consultant fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Consultant will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Consultant shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Consultant is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Consultant or a subcontractor engaged by the Consultant, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Consultant's duties, liabilities or obligations under this Agreement. The Consultant shall not subcontract any Services without prior written approval by the District. The Consultant agrees that each and every agreement of the Consultant with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Consultant further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Consultant upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Consultant thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Consultant shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Consultant shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Consultant to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	RAINDANCE METROPOLITAN DISTRICT NO. 1 C/O WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Zachary P. White Phone: (303) 858-1800 E-mail: zwhite@wbapc.com
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Consultant:	Ranger Engineering, LLC 2590 Cody Court Lakewood, CO 80215 Attention: Collin Koranda Phone: 720-940-3345 Email: ckoranda@rangerengineeringllc.com
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21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Consultant's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Consultant agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of

this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Consultant and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. 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 the District's request, the Consultant shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Consultant will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Consultant shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Consultant's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Consultant expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. 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.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, 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.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily

exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Consultant with a copy of its certificate of tax exemption. Consultant and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Consultant and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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

President

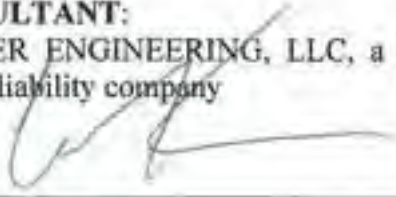
ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONSULTANT:
RANGER ENGINEERING, LLC, a Colorado
limited liability company



Collin Koranda

Printed Name

Principal

Title

STATE OF COLORADO)

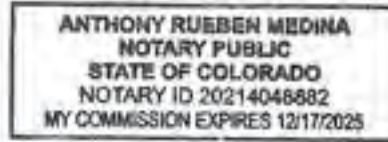
COUNTY OF Jefferson)

) ss.
)

The foregoing instrument was acknowledged before me this 20 day of MAY, 2022
by Collin Koranda, as the Principal of Ranger Engineering, LLC.

Witness my hand and official seal.

My commission expires: 12/17/2025



Anthony Medina
Notary Public

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) to verify reasonableness of percentages complete as indicated by the contractor pay applications, subject to the needs of the District.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

EXHIBIT B
COMPENSATION SCHEDULE

- I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATED FEE: \$3,000 – \$6,000

Time and Materials Budget. This estimate is based on past experiences and general understanding of the District's needs. Final costs are dependent on documentation provided for review as well as number of reports requested. Ranger will make every effort possible to complete the project as quickly and efficiently as possible.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

**SCHEDULE OF TIME
AND MATERIAL RATES FOR 2022**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$165.00
Project Manager	\$150.00
Staff Engineer	\$145.00
Expert Testimony & Depositions	\$265.00
	<u>REIMBURSABLES</u>
Mileage	\$0.59/mile (subject to IRS updates)
Reimbursable Expenses	Cost + 15%

EXHIBIT B-1

CONSULTANT'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Consultant shall secure and maintain a third party fidelity bond in favor of the District covering the Consultant and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Ranger Engineering, LLC

is a

Limited Liability Company

formed or registered on 07/22/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181565851 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/05/2022 that have been posted, and by documents delivered to this office electronically through 01/07/2022 @ 12:44:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/07/2022 @ 12:44:22 in accordance with applicable law. This certificate is assigned Confirmation Number 13702909 .



A handwritten signature in black ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bis/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**RAINDANCE METROPOLITAN DISTRICT NO. 1
FARMING OPERATIONS CONTRACT**

Name of Contractor: Randy Schwalm, an individual

Title of Contract: Raindance Farming Operations

Contract Date: April 29, 2022

This Contract ("Contract") is made by and between Raindance Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "Services"); (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. **Exhibit A** may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i)

Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations,

and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. 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, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.


16. Warranty. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

17. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CONTRACTOR:

RANDY SCHWALM, an individual



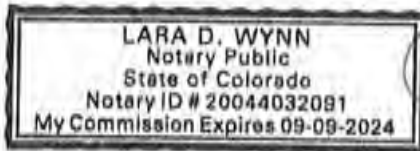
RANDY SCHWALM
Printed Name

STATE OF COLORADO)
COUNTY OF WELD) ss.

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Randy Schwalm.

Witness my hand and official seal.

My commission expires: 9/9/2024




Notary Public

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



Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

Exhibit A
Scope of Services/Compensation Schedule

Contractor will provide the following services within the District’s farm tracts as set forth below and depicted on the attached map.

RainDance Farm Services Contract
Scope of Services:

- Turn Key Farming Operation (with the exception of irrigation management) including
 1. Field Preparation
 2. Dry Fertilization – Define this
 3. Soil Amendments – Organic Materials
 4. Seed costs and seeding at recommended rates
 5. Application of preemergent herbicides to control weeds – Outlook, Sequence, Roundup
 6. Provide Record of Pesticide Application to Metro District Head of Operations within 24 hours of all pesticide applications
 7. Additional application pesticides – if needed
 8. Irrigation Management. While crops are growing, soil moisture levels will remain above 10% volumetric water moisture measured by district soil moisture meters. Only farm field programs will be adjusted by the Farm Service Contractor. Master controllers will not be turned on or off by the contractor.
 9. Harvest crops as required. Some crops like sweet corn are intended to be directly harvested by residents
 10. End of Season Field Preparation – Disk, level, and grade
- Includes all labor, equipment, fuel, travel, etc.
- Includes the repair of the pumps and motors on the Water Wheels. Driving mechanism to be rebuilt on the older unit. Pumps to be inspected and repaired on all 3 units
- Use of Metro District utility vehicle when needed
- Cooperation with CSU staff/students

Field Crops to be managed and irrigated by contractor. This includes the use of temporary and mobile irrigation units to keep the soil moisture even and consistent throughout the fields.

Crop Seeding Chart	Seeding Window	Harvest Date	Planting Spec
Early Sweet Corn (72 day)	May 15 – May 25	Aug 15 – Sept 10	Soil temp at 2” – 56 degrees
Late Sweet Corn (82 day)	May 15 – May 25	Aug 30 – Sept 25	Soil temp at 2” – 56 degrees
Ornamental Sunflower	May 10 – May 20	Late Summer	Soil temp at 2” - 60 degrees
Confectionery Sunflower	May 10 – May 20	Sept 10 – Sept 25	Soil temp at 2” - 60 degrees

Corn Maze Field Corn	May 15 – May 25	After Halloween	Soil temp at 2” – 56 degrees
Decorative Corn	May 10 – May 20	Aug 30 – Sept 25	Soil temp at 2” – 56 degrees
Pumpkin	June 1 – 15	Early Oct	Soil temp at 2” – 70 degrees
White Pumpkin	June 1 – 15	Early Oct	Soil temp at 2” – 70 degrees
Gourd	June 1 – 15	Early Oct	Soil temp at 2” – 70 degrees

Raised Bed Crops to be managed by Metro District

- Cucumbers
- Melons
- Squash

Payment Schedule

Contractor will submit invoice for payment – Input costs of seed, fertilizer, chemicals, and water wheel repair are included

June 15 - \$16,750

October 15 - \$16,750

2022 Farm Field Plan

Main Park Field –

Over 1 acre of late Sweet Corn. One plot of multi-colored ornamental Sunflowers for longer season of residential interaction. Introduction of a perennial herb garden and possibly 2 hoop houses on the east end of the farm field.



RainDance West Field –

South Side – Early Sweet Corn,
North Side – Confectionery Sunflowers.



RainDance East Field –

Keep the Corn Maze in the Same Location. Rotate Pumpkin Patch to the east in place of wheat field. Introduce white pumpkins and gourds. Grow Melons in the former Pumpkin location will be covered with weed barrier material and drip irrigated.



Field Size

	RainDance	Pelican Farms	Total sq. ft.
Early Sweet Corn	65,000	110,000	175,000
Late Sweet Corn	50,000	85,000	135,000
Ornamental Sunflower	25,000	18,000	43,000
Confectionery Sunflower	18,000	0	18,000
Corn Maze	48,000	0	48,000
Decorative Corn	0	35,000	35,000
Pumpkin	75,000	20,000	95,000
White Pumpkin	25,000	0	25,000
Gourd	25,000	0	25,000
Melon - Transplant	43,000	9,000	52,000

Additional Services – provided by Adam Samples to be billed at an hourly rate of \$35 per hour not to exceed \$10,000 in 2022. Additional services will be agreed upon and may include additional farm field maintenance or irrigation related maintenance.

APPLICATION FOR EXEMPTION FROM AUDIT**SHORT FORM**NAME OF GOVERNMENT
ADDRESS

RainDance Metropolitan District No.4

8390 E Crescent Parkway

Suite 300

Greenwood Village, CO 80111

CONTACT PERSON

Gigi Pangindian

PHONE

303-779-5710

EMAIL

Gigi.Pangindian@claconnect.com

FAX

303-779-0348

For the Year Ended
12/31/21
or fiscal year ended:**PART 1 - CERTIFICATION OF PREPARER**

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:

Gigi Pangindian

TITLE

Accountant for the District

FIRM NAME (if applicable)

CliftonLarsonAllen LLP

ADDRESS

8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111

PHONE

303-779-5710

DATE PREPARED

February 25, 2022

PREPARER (SIGNATURE REQUIRED)

SEE ACCOUNTANT'S COMPILATION REPORT

Please indicate whether the following financial information is recorded
using Governmental or Proprietary fund types**GOVERNMENTAL**
(MODIFIED ACCRUAL BASIS)**PROPRIETARY**
(CASH OR BUDGETARY BASIS)

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 14,707	
2-2	Specific ownership	\$ 739	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 15,446	

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24	County Treasurer's Fee	\$ 221	
3-25	Transfer to RainDance Metropolitan District No.1	\$ 15,225	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 15,446	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">The District's outstanding debt is a \$5 liability to the Developer. Repayment is subject to annual appropriation.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not applicable - see comments on 4-2.</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 5	\$ -	\$ -	\$ 5
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5	\$ -	\$ -	\$ 5

*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 1,395,000,000.00 Date the debt was authorized: 5/6/2014	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ 125	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ 125
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
5-3	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ 125

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes No

- 6-1 Does the entity have capital assets? Yes No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain: Yes No

The District has no capital assets.

Complete the following capital assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No

- 7-1 Does the entity have an "old hire" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? Yes No N/A

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
Amended - General Fund	\$ 15,446

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

10-1 Is this application for a newly formed governmental entity?

10-1

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

10-2

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

10-3

Please indicate what services the entity provides:

See explanations below

10-4 Does the entity have an agreement with another government to provide services?

10-4

If yes: List the name of the other governmental entity and the services provided:

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

10-5

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

10-6

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	
General/Other mills	39.000
Total mills	39.000

	-
39.000	39.000
39.000	39.000

Please use this space to provide any explanations or comments:

10-3: Financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security.

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below. Print Board Member's Name		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Martin Lind	I, Martin Lind, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed:  Date: <u>March 21, 2022</u> 11:53 AM PDT My term Expires: May 2023
Board Member 2	Justin Donahoo	I, Justin Donahoo, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed:  Date: <u>March 21, 2022</u> 11:06 AM PDT My term Expires: May 2022
Board Member 3	Austin Lind	I, Austin Lind, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed:  Date: <u>March 21, 2022</u> 3:27 PM MDT My term Expires: May 2022
Board Member 4		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 5		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 6		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____
Board Member 7		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed: _____ Date: _____ My term Expires: _____



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

Accountant's Compilation Report

Board of Directors
RainDance Metropolitan District No.4
Weld County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of RainDance Metropolitan District No.4 as of and for the year ended December 31, 2021, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the financial statements included in the accompanying prescribed form.

The Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor, which differ from accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party.

We are not independent with respect to RainDance Metropolitan District No.4.

CliftonLarsonAllen LLP

Greenwood Village, Colorado
February 25, 2022




Certificate Of Completion

Envelope Id: 9220C7F7582746E3B723D0F867FE7E05	Status: Completed
Subject: Please DocuSign: 2021 RDMD 4_Audit Exemption.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lara Wynn
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1625 Pelican Lakes Point, Suite 201
	Windsor, CO 80550
	lwynn@watervalley.com
	IP Address: 70.91.169.129

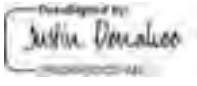
Record Tracking

Status: Original	Holder: Lara Wynn	Location: DocuSign
3/21/2022 11:58:10 AM	lwynn@watervalley.com	

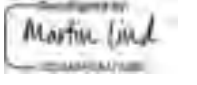
Signer Events

Signer Events	Signature	Timestamp
Austin Lind ALIND@WATERVALLEY.COM Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 70.91.169.129	Sent: 3/21/2022 12:03:09 PM Viewed: 3/21/2022 3:27:36 PM Signed: 3/21/2022 3:27:41 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Justin Donahoo justin@jumahomes.com Owner/Manager JUMA HOMES Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.177.236.29	Sent: 3/21/2022 12:03:09 PM Viewed: 3/21/2022 12:05:53 PM Signed: 3/21/2022 12:06:02 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Martin Lind mlind@watervalley.com Mngr Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.91.169.129 Signed using mobile	Sent: 3/21/2022 12:03:10 PM Viewed: 3/21/2022 12:53:00 PM Signed: 3/21/2022 12:53:07 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/21/2022 12:03:10 PM
Certified Delivered	Security Checked	3/21/2022 12:53:00 PM
Signing Complete	Security Checked	3/21/2022 12:53:07 PM
Completed	Security Checked	3/21/2022 3:27:41 PM

Payment Events	Status	Timestamps
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**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
RAINDANCE METROPOLITAN DISTRICT NO. 1**

REGARDING ACCEPTANCE OF DISTRICT ELIGIBLE COSTS

(Golf Course Soft Costs #1)

WHEREAS, the RainDance Metropolitan District No. 1 (the “**District**”), Town of Windsor, Weld County, State of Colorado, is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”), as described in the Special District Act, and as authorized in the Service Plan for the District approved by the Town Board for the Town of Windsor on March 24, 2014 (the “**Service Plan**”); and

WHEREAS, the District was organized for the purpose of providing for the acquisition, financing, construction, and installation of the Public Infrastructure serving the property located within and without the District’s boundaries; and

WHEREAS, in accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary to its functions or operations; and

WHEREAS, the District has undertaken the design and construction of a public golf course (the “**Project**”); and

WHEREAS, the District and Raindance Aquatic Investments, LLC (the “**Developer**”) are parties to an Infrastructure Acquisition and Reimbursement Agreement, Effective January 1, 2020, (the “**Agreement**”); and

WHEREAS, the Agreement establishes the terms and conditions for the acquisition of certain Public Infrastructure financed and constructed or caused to be constructed by the Developer that is to be owned by the District or such other applicable governmental entity, and the reimbursement of Certified District Eligible Costs incurred by the Developer; and

WHEREAS, the District is party to that certain Agreement Regarding Lot PIF dated October 15, 2021, with Raindance Development LLC (the “**PIF Agreement**”), wherein Raindance Development LLC made certain lot purchase fees (“**Lot PIF**”) available to the District as a source of revenue to construct the Project; and

WHEREAS, the Developer has funded certain costs related to the Public Improvements for the benefit of the District; and

WHEREAS, the Developer has furnished the payment information and all other

additional information requested by the District; and

WHEREAS, the District has received a satisfactory Engineer's Cost Certification and Accountant's Cost Certification; and

WHEREAS, the Board of Directors (the "**Board**") of the District desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Boards may allow in its sole and absolute discretion, and with any reasonable conditions the Boards may specify (hereinafter, the "**Acceptance Resolution**").

NOW, THEREFORE, be it resolved by the Board of the District as follows:

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

2. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

3. Acknowledgment of Documents Received. With respect to Dedicated Public Infrastructure, and Acquired Public Infrastructure, the Board makes the following findings.

- a. Ranger Engineering, LLC has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer Cost Certification attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed, and that the Public Infrastructure is fit for its intended purpose and was constructed substantially in accordance with its design.
- b. CliftonLarsonAllen LLP has reviewed the Engineer's Cost Certification, invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit B**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

4. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Engineer's Cost Certification and Accountant's Cost Certification and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution is \$1,899,104.35. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that Certified District Eligible Costs in the amount of \$1,899,104.35 are hereby accepted and approved for reimbursement by the District exclusively from proceeds available from Lot PIF.

5. Subject to Annual Appropriations. The obligations of the District pursuant to this Acceptance Resolution are subject to annual appropriation and shall not be deemed to be

multiple fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution, and may not exceed amounts permitted by the District's electoral authorization and Service Plan.

Signature page follows.

APPROVED and ADOPTED this 22nd day of July, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

Engineer's Cost Certification



ENGINEER'S REPORT and CERTIFICATION #01
RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

PREPARED FOR:

Raindance Metropolitan District Nos. 1-4
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122

PREPARED BY:

Ranger Engineering, LLC
2590 Cody Ct.
Lakewood, CO 80215

DATE PREPARED:

July 14, 2022

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ENGINEER’S REPORT

Introduction

Ranger Engineering, LLC (“Ranger”), was retained by Raindance Metropolitan District Nos. 1-4 (“Districts”) as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with a District golf course.

The Districts are located within the Town of Windsor, CO (“Town”). The development area is approximately 1,134 acres. This certification considers soft & indirect costs within and without the Districts’ boundaries.

The attached Engineer’s Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer’s Report, including soft & indirect costs from approximately April 2014 to January 2022, are valued at **\$1,899,104.35**. Table I summarizes costs certified to date.

Table I – Cost Certified to Date					
Cert No.	Date	Costs Paid This Period	Eligible Hard Costs	Eligible Soft Costs	Total Eligible Costs to Date
01	7/14/2022	\$2,205,522.10	\$0.00	\$1,899,104.35	\$1,899,104.35
Totals		\$2,205,522.10	\$0.00	\$1,899,104.35	

Table II summarizes the cost breakdown of the construction and soft & indirect costs. Table III provides a category breakdown of soft & indirect costs reviewed for this certification. Table IV provides a detailed breakdown of the eligible soft & indirect costs per the Service Plan categories.

Construction costs were not considered for the scope of this report.

Public Improvements as Authorized by the Service Plan

Ranger reviewed the Service Plan for Raindance Metropolitan District Nos. 1-4 (“Service Plan”). Prepared by White Bear Ankele Tanaka & Waldron. Submitted March 18, 2014.

Section I.A of the Service Plan states:

The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by the State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

Section I.B of the Service Plan further states:

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the

Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

Section V.A of the Service Plan further states:

The Districts shall have the power and authority to acquire, construct and install the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

Section V.A.6 states:

The Districts shall not issue Debt in excess of \$93 million dollars.

Exhibit C of the Service Plan shows the Maps Depicting District boundaries. Ranger has determined that the Public Improvements and associated soft and indirect costs (“Public Improvements”) under consideration in this report and certification for reimbursement by the Districts are indeed authorized by the Service Plan.

Scope of Certification

The Service Plan states that the Districts shall have the power to construct Public Improvements in accordance with the Special District Act. Based on Ranger’s experience with metropolitan districts, the Public Improvements for this scope of work were broken into the cost category of Parks and Recreation Improvements. Various soft costs were identified as Operations costs, but these costs are not eligible for reimbursement under the scope of this report, as only Capital improvements have been considered for reimbursement. For a detailed breakdown of district eligible costs, refer to Tables III - IV.

General Methodology

Ranger employed a phased approach toward the preparation of this Engineer’s Report and Certification of Public Costs (“Engineer’s Certification”).

Phase I – Authorization to Proceed and Document Gathering

Ranger was authorized to proceed with the Engineer’s Certification in September 2019. Ranger received initial documentation in April 2022. Subsequent supporting documentation for construction improvements was delivered by the District through July 2020.

Phase II – Site Visit

Ranger performed a site visit to document completion of the Public Improvements. The intent of a site visit was to verify general completion of pay application quantities in accordance with the approved construction drawings and does not guarantee quality or acceptance of Public Improvements. It is assumed that the City or another third party provided QA/QC and acceptance of the improvements. TST, Inc. Consulting Engineers is the Engineer of Record.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Requested documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Ranger.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs, where applicable, were performed from available construction documents, plats, and site plans. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Indirect and Construction Costs were reviewed for market reasonableness. Ranger took into consideration the type of construction and the timeframe during which the construction occurred.

Phase VI – Verification of Payment for Public Costs

Raindance Aquatic Investments LLC (“Developer”) provided payments for soft & indirect costs related to the Public Improvements. The Developer provided cancelled checks and bank statements to verify payments for all soft & indirect costs. Only costs with an approved form of proof of payment have been certified in this report.

Phase VII – Determination of Costs Eligible for Reimbursement

Ranger concluded the Engineer’s Certification by determining which improvements were eligible for District reimbursement and what percent of the costs for those improvements were reimbursable. Travel expenses were not considered an eligible Districts expense. Additionally, costs associated with maintenance equipment were considered an Operations expense.

Public Improvements for this certification include parks and recreation improvements. The tables in this report identify eligible Capital costs directly paid by the Developer.

ENGINEER'S CERTIFICATION

Collin D. Koranda, P.E. / Ranger Engineering, LLC (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.

3. The Independent Consulting Engineer finds and determines that the constructed value of Capital costs related to the Public Improvements considered in the attached Engineer's Report dated July 14, 2022 including soft & indirect, District funded, and hard costs, are valued at **\$1,899,104.35**. In the opinion of the Independent Consulting Engineer, the above stated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Regards,

Ranger Engineering, LLC

APPENDIX A

Documents Reviewed

Construction Documents

- Raindance Subdivision Fifth Filing, Tract J Site Plan – Raindance National Golf Course. Prepared by TST Inc. Consulting Engineers. Dated 10/15/21.

Contractor Pay Applications

- Construction costs not reviewed

Refer to Table IV for a full list of soft & indirect invoices.

Agreements

- Service Plan for Raindance Metropolitan District Nos. 1-4. Prepared by White Bear Ankele Tanaka & Waldron. Submitted March 18, 2014.



Raindance Metropolitan District Nos. 1-4
Summary of Costs
Table II

Type of Costs	Total Costs Paid	Costs This Period	Total District Eligible Costs	Eligible Costs This Period	Percent District This
Direct Construction Costs	\$ -	\$ -	\$ -	\$ -	0.0%
Soft & Indirect Costs	\$ 2,205,522.10	\$ 2,205,522.10	\$ 1,899,104.35	\$ 1,899,104.35	86.1%
Totals	\$ 2,205,522.10	\$ 2,205,522.10	\$ 1,899,104.35	\$ 1,899,104.35	86.1%



**Raindance Metropolitan District Nos. 1-4
Soft & Indirect Costs Summary By Category
Table III**

Category	Total Eligible Soft Costs	Category Percentage
Water	\$ -	0.0%
Sanitation	\$ -	0.0%
Storm Water	\$ -	0.0%
Streets	\$ -	0.0%
Safety Protection	\$ -	0.0%
Parks and Recreation	\$ 1,899,104.35	100.0%
	\$ 1,899,104.35	100.0%

Category	Eligible Soft Costs This Period	Category Percentage
Water	\$ -	0.0%
Sanitation	\$ -	0.0%
Storm Water	\$ -	0.0%
Streets	\$ -	0.0%
Safety Protection	\$ -	0.0%
Parks and Recreation	\$ 1,899,104.35	100.0%
	\$ 1,899,104.35	100.0%



**Raindance Metropolitan District Nos. 1-4
Soft & Indirect Costs Detail
Table IV**

Vendor	Work Description	Invoice Values			Payments Made						Certification	Category	Percent Eligible	Eligible This Period	Total Eligible
		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date	Account					
CDPHE	Building Permits: Course & Restrooms (TOW)	WC21117422	06/11/21	\$ 135.00	\$ 135.00	P21062401-6671176	\$ 136.00	06/24/21	06/24/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 135.00	\$135.00
CDPHE	Building Permits: Course & Restrooms (TOW)	WC221120065	07/27/21	\$ 540.00	\$ 540.00	P21080501-7567893	\$ 541.00	08/05/21	08/05/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 540.00	\$540.00
CDPHE	Building Permits: Course & Restrooms (TOW)	WC211107248	09/20/21	\$ 135.00	\$ 135.00	57156655	\$ 136.00	10/05/21	10/19/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 135.00	\$135.00
David Crosson	Corn Picker and Wagon	12.14.21	12/14/21	\$ 6,250.00	\$ 6,250.00	10022	\$ 6,250.00	12/15/21	01/03/22	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Eagle Golf Construction	Golf Course Design: Travel Expenses	1	07/13/20	\$ 6,617.84	\$ 6,617.84	47230644	\$ 110,936.02	10/05/20	10/14/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Eagle Golf Construction	Golf Course Design: Travel Expenses	2	10/05/20	\$ 2,937.87	\$ 2,937.87	P210102901-5942078	\$ 110,936.02	10/05/20	10/14/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3026	10/03/20	\$ 800.71	\$ 800.71	P20111601-0199948	\$ 800.71	11/02/20	11/02/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3028	12/12/20	\$ 888.15	\$ 888.15	P21012201-6892660	\$ 888.15	01/26/21	01/26/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: (Elyea)	3029	12/23/20	\$ 4,500.00	\$ 4,500.00	P21031901-1310375	\$ 4,500.00	03/23/21	03/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 4,500.00	\$4,500.00
Elyea Agronomic Consulting	Agronomic Consultant: (Elyea)	3030	05/12/21	\$ 4,000.00	\$ 4,000.00	P21052801-9673251	\$ 4,985.00	06/02/21	06/02/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 4,000.00	\$4,000.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3031	05/12/21	\$ 985.00	\$ 985.00	P21052801-9673251	\$ 4,985.00	06/02/21	06/02/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3036	06/08/21	\$ 996.74	\$ 996.74	P21070101-8547646	\$ 996.74	07/06/21	07/06/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: (Elyea)	3037	06/20/21	\$ 3,500.00	\$ 3,500.00	P21062501-6688309	\$ 3,500.00	06/20/21	06/20/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,500.00	\$3,500.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3038	07/19/21	\$ 1,000.00	\$ 1,000.00	P21081301-9725627	\$ 1,000.00	08/17/21	08/17/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses	3043	09/27/21	\$ 1,000.00	\$ 1,000.00	P21110501-2490540	\$ 3,672.49	11/09/21	11/09/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Elyea Agronomic Consulting	Agronomic Consultant: Travel Expenses : Haul Seed	3044	09/27/21	\$ 2,672.49	\$ 2,672.49	P21110501-2490540	\$ 3,672.49	11/09/21	11/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 2,672.49	\$2,672.49
GPS Golf As-Built Design, LLC	Irrigation Design: (GPS Golf)	2020311.1	11/03/20	\$ 19,000.00	\$ 19,000.00	P21020901-1112703	\$ 19,750.00	02/16/21	02/16/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 19,000.00	\$19,000.00
GPS Golf As-Built Design, LLC	Irrigation Design: Travel Expenses	2020311.1	11/03/20	\$ 750.00	\$ 750.00	P21020901-1112703	\$ 19,750.00	02/16/21	02/16/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
GPS Golf As-Built Design, LLC	Irrigation Design: (GPS Golf)	170521.4	05/17/21	\$ 6,771.00	\$ 6,771.00	P21061101-3110532	\$ 7,871.00	06/15/21	06/15/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,771.00	\$6,771.00
GPS Golf As-Built Design, LLC	Irrigation Design: Travel Expenses	170521.4	05/17/21	\$ 1,100.00	\$ 1,100.00	P21061101-3110532	\$ 7,871.00	06/15/21	06/15/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
GPS Golf As-Built Design, LLC	Irrigation Design: (GPS Golf)	130721.1	07/21/21	\$ 26,807.00	\$ 26,807.00	P21090301-5537512	\$ 26,807.00	08/05/21	08/05/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	86%	\$ 22,929.00	\$22,929.00
Harrison Minchew	Golf Course Design: (Harrison)	1	04/22/14	\$ 25,000.00	\$ 25,000.00	2562	\$ 25,000.00	04/25/14	05/01/14	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: (Harrison)	2	05/07/14	\$ 25,000.00	\$ 25,000.00	2565	\$ 25,000.00	05/07/14	05/30/14	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: Travel Expenses	3	06/02/14	\$ 3,256.33	\$ 3,256.33	2571	\$ 3,256.33	07/22/14	07/31/14	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: Travel Expenses		08/08/14	\$ 380.95	\$ 380.95	2576	\$ 380.95	08/20/14	09/04/14	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	3	09/04/14	\$ 25,000.00	\$ 25,000.00	2582	\$ 25,000.00	09/17/14	09/25/14	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: (Harrison)	3	09/04/14	\$ 25,000.00	\$ 25,000.00	2584	\$ 25,000.00	10/07/14	10/15/14	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: (Harrison)	4	01/01/15	\$ 37,500.00	\$ 37,500.00	2599	\$ 37,500.00	02/12/15	02/19/15	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 37,500.00	\$37,500.00
Harrison Minchew	Golf Course Design: Travel Expenses		10/05/15	\$ 1,135.16	\$ 1,135.16	2626	\$ 1,135.16	10/30/15	11/10/15	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	5	09/13/16	\$ 12,500.00	\$ 12,500.00	3153	\$ 12,500.00	10/07/16	10/17/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 12,500.00	\$12,500.00
Harrison Minchew	Golf Course Design: (Harrison)	6	11/11/16	\$ 12,500.00	\$ 12,500.00	3164	\$ 12,500.00	12/23/16	01/03/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 12,500.00	\$12,500.00
Harrison Minchew	Golf Course Design: (Harrison)	7	01/19/17	\$ 12,500.00	\$ 12,500.00	3176	\$ 20,215.00	02/22/17	02/28/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 12,500.00	\$12,500.00
Harrison Minchew	Golf Course Design: (Harrison)		02/02/17	\$ 7,715.00	\$ 7,715.00	3176	\$ 20,215.00	02/22/17	02/28/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 7,715.00	\$7,715.00
Harrison Minchew	Golf Course Design: (Harrison)	2	03/20/17	\$ 1,890.00	\$ 1,890.00	3188	\$ 2,218.29	04/06/17	04/12/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,890.00	\$1,890.00
Harrison Minchew	Golf Course Design: (Harrison)	2	03/20/17	\$ 5,445.00	\$ 5,445.00	3191	\$ 13,640.00	05/09/17	05/18/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,445.00	\$5,445.00
Harrison Minchew	Golf Course Design: Travel Expenses	RQ031417	04/06/17	\$ 328.29	\$ 328.29	3188	\$ 2,218.29	04/06/17	04/12/17	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	3	04/21/17	\$ 8,195.00	\$ 8,195.00	3191	\$ 13,640.00	05/09/17	05/18/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 8,195.00	\$8,195.00
Harrison Minchew	Golf Course Design: (Harrison)	42890	06/07/17	\$ 3,515.00	\$ 3,515.00	3216	\$ 3,515.00	07/31/17	08/10/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,515.00	\$3,515.00
Harrison Minchew	Golf Course Design: Travel Expenses	44105	10/26/20	\$ 6,274.69	\$ 6,274.69	P20102901-5942327	\$ 6,274.69	11/04/20	11/04/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	8	11/05/20	\$ 37,500.00	\$ 37,500.00	P20112501-2850836	\$ 87,500.00	11/21/20	11/21/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 37,500.00	\$37,500.00
Harrison Minchew	Golf Course Design: (Harrison)	9	11/06/20	\$ 50,000.00	\$ 50,000.00	P20112501-2850836	\$ 87,500.00	11/21/20	11/21/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 50,000.00	\$50,000.00
Harrison Minchew	Golf Course Design: Travel Expenses	252020	11/29/20	\$ 5,417.01	\$ 5,417.01	P20121801-8941736	\$ 5,417.01	12/24/20	12/24/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	10	12/18/20	\$ 37,500.00	\$ 37,500.00	P21011501-5348644	\$ 62,500.00	01/22/21	01/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 37,500.00	\$37,500.00
Harrison Minchew	Golf Course Design: (Harrison)	11	12/18/20	\$ 25,000.00	\$ 25,000.00	P21011501-5348644	\$ 62,500.00	01/22/21	01/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: (Harrison)	12	02/24/21	\$ 50,000.00	\$ 50,000.00	P21030501-7546627	\$ 50,000.00	03/11/21	03/11/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 50,000.00	\$50,000.00
Harrison Minchew	Golf Course Design: (Harrison)	13	02/24/21	\$ 25,000.00	\$ 25,000.00	P21031901-1310368	\$ 35,320.33	03/25/21	03/25/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 25,000.00	\$25,000.00
Harrison Minchew	Golf Course Design: Travel Expenses	44256	03/07/21	\$ 10,320.33	\$ 10,320.33	P21031901-1310368	\$ 35,320.33	03/25/21	03/25/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Harrison Minchew	Golf Course Design: (Harrison)	Harrison 1	03/07/21	\$ 82,964.19	\$ 82,964.19	P21050701-4124499	\$ 82,964.19	05/13/21	05/13/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 82,964.19	\$82,964.19
Harrison Minchew	Golf Course Design: Travel Expenses	CMA2	07/20/21	\$ 17,658.93	\$ 17,658.93	P21080501-7792765	\$ 17,658.93	08/04/21	08/04/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00



**Raindance Metropolitan District Nos. 1-4
Soft & Indirect Costs Detail
Table IV**

Vendor	Work Description	Invoice Values			Payments Made					Account	Certification	Category	Percent Eligible	Eligible This Period	Total Eligible
		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date						
Harrison Minchew	Golf Course Design: (Harrison)	CMA3	07/28/21	\$ 48,947.26	\$ 48,947.26	P21090301-5537011	\$ 123,947.26	08/12/21	08/12/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 48,947.26	\$48,947.26
Harrison Minchew	Golf Course Design: (Harrison)	15	08/29/21	\$ 75,000.00	\$ 75,000.00	P21090301-5537011	\$ 123,947.26	08/12/21	08/12/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 75,000.00	\$75,000.00
Harrison Minchew	Golf Course Design: (Harrison)	Harrison 16	10/30/21	\$ 75,000.00	\$ 75,000.00	P21111801-5974635	\$ 239,666.33	11/19/21	11/19/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 75,000.00	\$75,000.00
Harrison Minchew	Golf Course Design: (Harrison)	Harrison 11.21	11/02/21	\$ 39,536.03	\$ 39,536.03	P21111801-5974635	\$ 239,666.33	11/19/21	11/19/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	67%	\$ 26,410.89	\$26,410.89
Harrison Minchew	Golf Course Design: (Harrison)	CM4	11/11/21	\$ 125,130.30	\$ 125,130.30	P21111801-5974635	\$ 239,666.33	11/19/21	11/19/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 125,130.30	\$125,130.30
Kraupie's Real Estate & Auctioneers	Z.7 - Other: GC Maintenance Equipment	30263	09/21/21	\$ 2,057.00	\$ 2,057.00	10013	\$ 2,057.00	09/27/21	10/05/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Kuckleman Torline Kirkland, Inc.	Developer Legal	5762	06/25/21	\$ 2,500.00	\$ 2,500.00	P21072201-3882346	\$ 2,500.00	07/28/21	07/28/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Kuckleman Torline Kirkland, Inc.	Developer Legal	5902	08/19/21	\$ 1,500.00	\$ 1,500.00	57466634	\$ 1,500.00	10/15/21	10/26/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Mail N Copy	Soft Costs-Do not include	590700	11/21/20	\$ 5.98	\$ 5.98	P21041001-6834114	\$ 5.98	04/16/21	04/16/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Mail N Copy	Soft Costs-Do not include	591743	12/05/20	\$ 1.50	\$ 1.50	P21052001-7416204	\$ 1.50	05/24/21	05/24/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Meyers Research	Soft Costs-Unknown Category	92020	09/20/20	\$ 3,250.00	\$ 3,250.00	49174008	\$ 3,250.00	12/14/20	12/17/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,250.00	\$3,250.00
Meyers Research	Geotech Report: Bridge & Restrooms	1605765579517	09/28/20	\$ 3,250.00	\$ 3,250.00	48554093	\$ 3,250.00	11/20/20	11/25/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,250.00	\$3,250.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	3370	10/23/20	\$ 325.00	\$ 325.00	48324755	\$ 325.00	11/13/20	11/18/20	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	3442	10/31/20	\$ 497.00	\$ 497.00	48969583	\$ 497.00	12/07/20	12/10/20	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	4377	03/25/21	\$ 425.00	\$ 425.00	51801307	\$ 425.00	03/22/21	03/25/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	4607	04/14/21	\$ 425.00	\$ 425.00	51943526	\$ 425.00	03/26/21	03/31/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	4930	05/20/21	\$ 425.00	\$ 425.00	52840637	\$ 425.00	04/29/21	05/04/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5204	06/17/21	\$ 666.75	\$ 666.75	54074942	\$ 666.75	06/14/21	06/17/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5272	06/24/21	\$ 988.25	\$ 988.25	54301884	\$ 988.25	06/21/21	06/25/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5431	07/03/21	\$ 446.25	\$ 446.25	54462836	\$ 446.25	06/28/21	07/01/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5542	07/15/21	\$ 446.25	\$ 446.25	54625792	\$ 446.25	07/02/21	07/08/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5618	07/22/21	\$ 446.25	\$ 446.25	55035653	\$ 446.25	07/19/21	07/22/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5618A	07/22/21	\$ 359.10	\$ 359.10	55908446	\$ 359.10	08/19/21	08/24/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	5855	08/12/21	\$ 446.25	\$ 446.25	55572495	\$ 446.25	08/06/21	08/11/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6080	08/29/21	\$ 1,128.75	\$ 1,128.75	55945446	\$ 1,128.75	08/20/21	08/25/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6210	09/09/21	\$ 644.15	\$ 644.15	56369811	\$ 644.15	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6321	09/23/21	\$ 5,104.45	\$ 5,104.45	56624744	\$ 5,104.45	09/15/21	09/20/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6424	09/30/21	\$ 1,253.70	\$ 1,253.70	P21100301-3114051	\$ 1,253.70	10/05/21	10/08/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6591	10/14/21	\$ 341.25	\$ 341.25	57461769	\$ 382.50	10/15/21	10/27/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6667	10/21/21	\$ 341.25	\$ 341.25	57461769	\$ 341.25	10/15/21	10/27/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6774	10/28/21	\$ 341.25	\$ 341.25	57909614	\$ 1,023.75	11/01/21	11/10/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6849	10/30/21	\$ 341.25	\$ 341.25	57909614	\$ 1,023.75	11/01/21	11/10/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	6898	11/04/21	\$ 341.25	\$ 341.25	57909614	\$ 1,023.75	11/01/21	11/10/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	7044	11/18/21	\$ 341.25	\$ 341.25	58276311	\$ 341.25	11/15/21	11/18/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	7306	12/09/21	\$ 357.50	\$ 357.50	58816713	\$ 357.50	12/06/21	12/21/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	7466	12/23/21	\$ 357.50	\$ 357.50	59135904	\$ 357.50	12/17/21	12/24/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	7637	01/06/22	\$ 1,347.50	\$ 1,347.50	59488926	\$ 1,347.50	12/31/21	01/19/22	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Mountain West Disposal, LLC	Utility Bills: Power & Water (MWD)	7700	01/13/22	\$ 1,150.10	\$ 1,150.10	59637740	\$ 1,150.10	01/07/22	01/21/22	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Norris Design	Land Planning Design: (Norris (golf only))	01-58952	05/31/20	\$ 5,000.00	\$ 5,000.00	P20081401-6864164	\$ 5,000.00	08/17/20	08/18/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,000.00	\$5,000.00
Norris Design	Land Planning Design: (Norris (golf only))	01-61098	08/31/20	\$ 2,192.50	\$ 2,192.50	P20100201-9144805	\$ 2,192.50	10/05/20	10/06/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 2,192.50	\$2,192.50
Norris Design	Land Planning Design: (Norris (golf only))	01-61336	09/30/20	\$ 3,009.00	\$ 3,009.00	P20112501-2947675	\$ 3,009.00	11/27/20	11/27/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,009.00	\$3,009.00
Norris Design	Land Planning Design: (Norris (golf only))	01-61614	09/30/20	\$ 1,950.00	\$ 1,950.00	P20112501-2947675	\$ 1,950.00	11/27/20	11/27/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,950.00	\$1,950.00
Norris Design	Land Planning Design: (Norris (golf only))	62394	11/30/20	\$ 10,359.00	\$ 10,359.00	P21020901-1091529	\$ 19,546.50	02/10/21	02/16/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 10,359.00	\$10,359.00
Norris Design	Land Planning Design: (Norris (golf only))	62972	12/31/20	\$ 9,187.50	\$ 9,187.50	P21020901-1091529	\$ 19,546.50	02/10/21	02/16/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 9,187.50	\$9,187.50
Norris Design	Land Planning Design: (Norris (golf only))	63338	01/31/21	\$ 10,274.25	\$ 10,274.25	P21030501-7546629	\$ 10,274.25	03/08/21	03/11/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 10,274.25	\$10,274.25
Norris Design	Land Planning Design: (Norris (golf only))	64007	02/28/21	\$ 8,667.55	\$ 8,667.55	P21031901-1310379	\$ 8,667.55	03/22/21	03/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 8,667.55	\$8,667.55
Norris Design	Land Planning Design: (Norris (golf only))	61882	10/30/20	\$ 2,322.52	\$ 2,322.52	P21032501-2417919	\$ 2,322.52	03/26/21	03/29/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 2,322.52	\$2,322.52
Norris Design	Land Planning Design: (Norris (golf only))	59430	06/30/20	\$ 8,964.41	\$ 8,964.41	P21033101-4134244	\$ 27,673.22	04/01/21	04/06/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 8,964.41	\$8,964.41
Norris Design	Land Planning Design: (Norris (golf only))	59802	07/31/20	\$ 12,028.89	\$ 12,028.89	P21033101-4134244	\$ 27,673.22	04/01/21	04/06/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 12,028.89	\$12,028.89
Norris Design	Land Planning Design: (Norris (golf only))	60260	08/31/20	\$ 6,443.38	\$ 6,443.38	P21033101-4134244	\$ 27,673.22	04/01/21	04/06/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,443.38	\$6,443.38



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Soft & Indirect Costs Detail
Table IV**

Vendor	Work Description	Invoice Values			Payments Made						Certification	Category	Percent Eligible	Eligible This Period	Total Eligible
		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date	Account					
Norris Design	Land Planning Design: (Norris (golf only))	62044	10/30/20	\$ 236.54	\$ 236.54	P21033101-4134244	\$ 27,673.22	04/01/21	04/06/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 236.54	\$236.54
Norris Design	Land Planning Design: (Norris (golf only))	64607	03/31/21	\$ 10,800.00	\$ 10,800.00	P21060301-1029137	\$ 10,800.00	06/04/21	06/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 10,800.00	\$10,800.00
Norris Design	Land Planning Design: (Norris (golf only))	65244	04/30/21	\$ 10,893.45	\$ 10,893.45	P21070901-0344405	\$ 19,575.95	07/12/21	07/15/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 10,893.45	\$10,893.45
Norris Design	Land Planning Design: (Norris (golf only))	65439	04/30/21	\$ 8,682.50	\$ 8,682.50	P21070901-0344405	\$ 19,575.95	07/12/21	07/15/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 8,682.50	\$8,682.50
Norris Design	Land Planning Design: (Norris (golf only))	66027	05/31/21	\$ 4,022.00	\$ 4,022.00	P21080401-7050537	\$ 11,501.60	08/04/21	08/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 4,022.00	\$4,022.00
Norris Design	Marketing: (Seayworthy, Norris)	01-66090	06/30/21	\$ 1,527.50	\$ 1,527.50	P21080401-7050537	\$ 11,501.60	08/04/21	08/09/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Marketing: (Seayworthy, Norris)	01-66650	06/30/21	\$ 5,952.10	\$ 5,952.10	P21080401-7050537	\$ 11,501.60	08/04/21	08/09/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Land Planning Design: (Norris (golf only))	65883	05/31/21	\$ 17,509.90	\$ 17,509.90	P21090301-5537034	\$ 82,802.31	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 17,509.90	\$17,509.90
Norris Design	Marketing: (Seayworthy, Norris)	01-66530	06/30/21	\$ 22,261.12	\$ 22,261.12	P21090301-5537034	\$ 82,802.31	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Marketing: (Seayworthy, Norris)	01-66868	07/31/21	\$ 5,820.50	\$ 5,820.50	P21090301-5537034	\$ 82,802.31	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Marketing: (Seayworthy, Norris)	01-67145	07/31/21	\$ 27,158.54	\$ 27,158.54	P21090301-5537034	\$ 82,802.31	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Marketing: (Seayworthy, Norris)	01-67251	07/31/21	\$ 10,052.25	\$ 10,052.25	P21090301-5537034	\$ 82,802.31	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Norris Design	Land Planning Design: (Norris (golf only))	67761	08/31/21	\$ 15,952.30	\$ 15,952.30	P21111801-5976386	\$ 35,024.80	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 15,952.30	\$15,952.30
Norris Design	Land Planning Design: (Norris (golf only))	68376	09/30/21	\$ 13,864.75	\$ 13,864.75	P21111801-5976386	\$ 35,024.80	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 13,864.75	\$13,864.75
Norris Design	Land Planning Design: (Norris (golf only))	68457	09/30/21	\$ 5,207.75	\$ 5,207.75	P21111801-5976386	\$ 35,024.80	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,207.75	\$5,207.75
Norris Design	Land Planning Design: (Norris (golf only))	68717	10/31/21	\$ 17,886.40	\$ 17,886.40	P21121601-3803886	\$ 17,886.40	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 17,886.40	\$17,886.40
Norris Design	Land Planning Design: (Norris (golf only))	69767	11/30/21	\$ 5,304.25	\$ 5,304.25	P21122201-5494974	\$ 5,304.25	12/23/21	12/24/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,304.25	\$5,304.25
Norris Design	Land Planning Design: (Norris (golf only))	01-70336	12/31/21	\$ 4,012.50	\$ 4,012.50	P22012701-3606096	\$ 4,012.50	01/28/22	01/31/22	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 4,012.50	\$4,012.50
Overland Partners, Inc.	Geotech Report: Bridge & Restrooms	22908	04/08/21	\$ 19,771.76	\$ 19,771.76	53153369	\$ 19,771.76	05/10/21	05/14/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 19,771.76	\$19,771.76
Overland Partners, Inc.	Geotech Report: Bridge & Restrooms	22917	05/05/21	\$ 46,693.36	\$ 46,693.36	P21060301-1029141	\$ 46,693.36	06/04/21	06/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 46,693.36	\$46,693.36
Overland Partners, Inc.	Geotech Report: Bridge & Restrooms	22970	06/04/21	\$ 59,652.67	\$ 59,652.67	P21080401-7050843	\$ 119,145.88	08/04/21	08/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 59,652.67	\$59,652.67
Overland Partners, Inc.	Master Planning	23026	07/01/21	\$ 59,493.21	\$ 59,493.21	P21080401-7050843	\$ 119,145.88	08/04/21	08/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 59,493.21	\$59,493.21
Overland Partners, Inc.	Master Planning	2110-1	08/23/21	\$ 37,218.75	\$ 37,218.75	P21090301-5537112	\$ 37,218.75	09/14/21	09/17/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 37,218.75	\$37,218.75
Overland Partners, Inc.	Master Planning	2110-2	09/16/21	\$ 5,522.63	\$ 5,522.63	P21102901-0561132	\$ 5,522.63	11/01/21	11/02/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,522.63	\$5,522.63
PCL Construction Services	Overland Invoice Reimbursement	001	10/19/21	\$ 76,095.00	\$ 76,095.00	2.02205E+13	\$ 76,095.00	02/17/22	02/17/22	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 76,095.00	\$76,095.00
Pelican LLC	Staff Clothing	1211	09/09/20	\$ 293.18	\$ 293.18	46989338	\$ 293.18	09/28/20	10/01/20	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Z.1 - 1 Year Maturization - Water Usage	3	11/06/20	\$ 264.01	\$ 264.01	50745192	\$ 593.03	02/10/21	02/18/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Z.1 - 1 Year Maturization - Water Usage	7	11/13/20	\$ 329.02	\$ 329.02	50745192	\$ 593.03	02/10/21	02/18/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Z.1 - 1 Year Maturization - Water Usage	10	12/08/20	\$ 1,006.68	\$ 1,006.68	55185762	\$ 1,006.68	07/23/21	08/02/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Water Usage - booster pump	16	09/17/21	\$ 17,015.00	\$ 17,015.00	58438538	\$ 34,300.60	11/19/21	11/29/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Water Usage - booster pump	11	08/04/21	\$ 7,496.85	\$ 7,496.85	58438538	\$ 34,300.60	11/19/21	11/29/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Raindance Metropolitan District No. 1	Water Usage - booster pump	22	10/06/21	\$ 9,788.75	\$ 9,788.75	58438538	\$ 34,300.60	11/19/21	11/29/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Randal Burkhardt	Golf Course Design: Travel Expenses	52721	05/27/21	\$ 1,246.63	\$ 1,246.63	P21070901-0344412	\$ 1,246.63	07/12/21	07/13/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
RB Design	Z.3 - Allowance: Materials (RDAI) - Furniture	62021	06/20/21	\$ 30,000.00	\$ 30,000.00	P21062301-6092261	\$ 30,000.00	06/23/21	06/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 30,000.00	\$30,000.00
Ritchie Bros. Auctioneers	Z.3 - Allowance: Materials (RDAI) - Containers	202119108964	08/04/21	\$ 57,039.38	\$ 57,039.38	P21081401-0128602	\$ 57,039.38	08/09/21	08/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 57,039.38	\$57,039.38
RJ McNutt & Associates, LLC	MEP Design: Restrooms	11700	03/29/21	\$ 1,500.00	\$ 1,500.00	54075223	\$ 1,500.00	06/14/21	06/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,500.00	\$1,500.00
RLJ Finance LLC	Earthwork Overpayment	RQ092320	09/23/20	\$ 29,874.00	\$ 29,874.00	46990259	\$ 29,874.00	09/25/20	10/01/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
RMG Engineers	Material Testing: Course & Restrooms	155837	01/09/18	\$ 5,000.00	\$ 5,000.00	3229	\$ 5,000.00	03/12/18	03/16/18	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,000.00	\$5,000.00
Robert Feuge	Z.3 - Allowance: Materials (RDAI) - Barn	Feuge 6421	06/04/21	\$ 35,000.00	\$ 35,000.00	54154476	\$ 35,000.00	06/15/21	06/21/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 35,000.00	\$35,000.00
Robert Feuge	Z.3 - Allowance: Materials (RDAI) - Barn	RQ8521	08/05/21	\$ 30,000.00	\$ 30,000.00	55946691	\$ 30,000.00	08/19/21	08/25/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 30,000.00	\$30,000.00
Robert Gates	GC Maintenance Equipment	10023	12/15/21	\$ 5,000.00	\$ 5,000.00	10023	\$ 5,000.00	12/15/21	12/17/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Seayworthy Productions	Marketing: (Seayworthy, Norris)	92720	09/27/20	\$ 9,349.35	\$ 9,349.35	P20102901-5944953	\$ 9,349.35	10/30/20	11/04/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00
Seayworthy Productions	Marketing: (Seayworthy, Norris)	102120	10/21/20	\$ 1,500.00	\$ 1,500.00	P20111901-1095283	\$ 1,500.00	11/20/20	11/23/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00



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		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date							
Seaworthy Productions	Marketing: (Seaworthy, Norris)	111720	11/17/20	\$ 7,248.97	\$ 7,248.97	P20121801-8941738	\$ 7,248.97	12/21/20	12/24/20	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00	
Seaworthy Productions	Marketing: (Seaworthy, Norris)	100421	12/01/20	\$ 2,400.00	\$ 2,400.00	P21111101-4068504	\$ 2,400.00	11/15/21	11/16/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00	
Seaworthy Productions	Marketing: (Seaworthy, Norris)	121420	12/14/20	\$ 6,688.44	\$ 6,688.44	P21011601-5403642	\$ 8,288.44	01/20/21	01/21/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00	
Seaworthy Productions	Marketing: (Seaworthy, Norris)	121820	12/18/20	\$ 1,600.00	\$ 1,600.00	P21011601-5403642	\$ 8,288.44	01/20/21	01/21/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00	
Seaworthy Productions	Marketing: (Seaworthy, Norris)	060221	06/06/21	\$ 9,172.99	\$ 9,172.99	P21070901-0344416	\$ 9,172.99	07/12/21	07/13/21	Raindance Aquatic Investments LLC	1	Non-District	0%	\$ -	\$0.00	
Sheldon Roberts	Rotary Hoe Wheels/ Sprinkler Wheels	RQ5122021	06/10/21	\$ 15,717.00	\$ 15,717.00	P21051201-5052174	\$ 15,717.00	05/12/21	05/12/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 15,717.00	\$15,717.00	
Soukup Bush & Associates, CPAs, P.C.	Tax Services	69672	07/15/21	\$ 2,495.00	\$ 2,495.00	P21081301-9725635	\$ 2,495.00	08/16/21	08/17/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00	
The Toro Company	NSN Training	195514756	02/22/21	\$ 299.00	\$ 299.00	P21081801-1106320	\$ 299.00	08/18/21	08/25/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00	
THK Associates, Inc.	Market Feasibility Study	Agreement	09/30/20	\$ 5,155.00	\$ 5,155.00	47228640	\$ 5,155.00	10/05/20	10/30/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,155.00	\$5,155.00	
THK Associates, Inc.	Z.5 - Other: (THK, TimerLine, SiteOne, Western Steel)	59936	02/02/21	\$ 525.00	\$ 525.00	P21081001-8718972	\$ 408,244.70	08/10/21	08/10/21	Raindance MD No. 1	1	Parks and Recreation	100%	\$ 525.00	\$525.00	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	040921	04/05/21	\$ 13,500.00	\$ 13,500.00	P21042801-1494013	\$ 13,500.00	04/29/21	05/04/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 13,500.00	\$13,500.00	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	041221	04/12/21	\$ 245.26	\$ 245.26	P21042201-9996899	\$ 245.26	04/23/21	04/26/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 245.26	\$245.26	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	050121	05/05/21	\$ 13,500.00	\$ 13,500.00	P21052801-9673254	\$ 21,100.00	06/01/21	06/04/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 13,500.00	\$13,500.00	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	050521	05/15/21	\$ 7,600.00	\$ 7,600.00	P21052801-9673254	\$ 21,100.00	06/01/21	06/04/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 7,600.00	\$7,600.00	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	052121	05/21/21	\$ 445.20	\$ 445.20	P21061801-5062020	\$ 445.20	06/21/21	06/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 445.20	\$445.20	
Tiburon Advisory Group, LLC	Golf Course Financial Planning	060421	06/04/21	\$ 13,500.00	\$ 13,500.00	P21070101-8547656	\$ 13,500.00	07/02/21	07/08/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 13,500.00	\$13,500.00	
Timothy Wunsch	Z.8 - Other: Restrooms	10019	12/10/21	\$ 3,000.00	\$ 3,000.00	10019	\$ 3,000.00	12/10/21	12/24/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,000.00	\$3,000.00	
Town of Windsor	Building Permits: Course & Restrooms (TOW)	RQ03022021	03/02/21	\$ 1,761.00	\$ 1,761.00	P21030301-6675619	\$ 1,761.00	07/15/21	07/28/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,761.00	\$1,761.00	
Town of Windsor	Permits	20210715112159301	07/15/21	\$ 936.00	\$ 936.00	Check #10006	\$ 936.00	07/15/21	07/28/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 936.00	\$936.00	
Town of Windsor	Building Permits: Course & Restrooms (TOW)	RQ081221	08/12/21	\$ 93.75	\$ 93.75	Check #10010	\$ 93.75	08/13/21	08/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 93.75	\$93.75	
TST Consulting Engineers	Engineering Design: (TST)	28895	12/31/15	\$ 1,092.50	\$ 1,092.50	2642	\$ 1,578.50	03/28/16	03/30/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,092.50	\$1,092.50	
TST Consulting Engineers	Engineering Design: (TST)	28896	12/31/15	\$ 230.00	\$ 230.00	2642	\$ 1,578.50	03/28/16	03/30/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 230.00	\$230.00	
TST Consulting Engineers	Engineering Design: (TST)	28946	01/31/16	\$ 256.00	\$ 256.00	2642	\$ 1,578.50	03/28/16	03/30/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 256.00	\$256.00	
TST Consulting Engineers	Engineering Design: (TST)	29188	05/31/16	\$ 5,055.60	\$ 5,055.60	3150	\$ 18,694.50	09/13/16	09/15/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,055.60	\$5,055.60	
TST Consulting Engineers	Engineering Design: (TST)	29248	06/30/16	\$ 11,150.70	\$ 11,150.70	3150	\$ 18,694.50	09/13/16	09/15/16	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 11,150.70	\$11,150.70	
TST Consulting Engineers	Engineering Design: (TST)	29460	01/02/17	\$ 768.00	\$ 768.00	3222	\$ 1,280.00	10/17/17	10/23/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 768.00	\$768.00	
TST Consulting Engineers	Engineering Design: (TST)	29522	01/02/17	\$ 1,792.00	\$ 1,792.00	3184	\$ 3,038.20	03/23/17	03/28/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,792.00	\$1,792.00	
TST Consulting Engineers	Engineering Design: (TST)	29599	01/02/17	\$ 512.00	\$ 512.00	3222	\$ 1,280.00	10/17/17	10/23/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 512.00	\$512.00	
TST Consulting Engineers	Engineering Design: (TST)	29749	01/31/17	\$ 396.00	\$ 396.00	3184	\$ 3,038.20	03/23/17	03/28/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 396.00	\$396.00	
TST Consulting Engineers	Engineering Design: (TST)	29794	02/28/17	\$ 850.20	\$ 850.20	3184	\$ 3,038.20	03/23/17	03/28/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 850.20	\$850.20	
TST Consulting Engineers	Engineering Design: (TST)	29795	02/28/17	\$ 132.00	\$ 132.00	3210	\$ 132.00	07/27/17	08/07/17	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 132.00	\$132.00	
TST Consulting Engineers	Engineering Design: (TST)	30807	05/18/18	\$ 1,893.00	\$ 1,893.00	3249	\$ 2,445.00	11/28/18	12/04/18	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,893.00	\$1,893.00	
TST Consulting Engineers	Engineering Design: (TST)	31046	08/24/18	\$ 552.00	\$ 552.00	3249	\$ 2,445.00	11/28/18	12/04/18	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 552.00	\$552.00	
TST Consulting Engineers	Engineering Design: (TST)	31201	10/26/18	\$ 363.00	\$ 363.00	3253	\$ 498.00	12/19/18	01/03/19	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 363.00	\$363.00	
TST Consulting Engineers	Engineering Design: (TST)	31252	11/23/18	\$ 135.00	\$ 135.00	3253	\$ 498.00	12/19/18	01/03/19	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 135.00	\$135.00	
TST Consulting Engineers	Engineering Design: (TST)	31281	12/14/18	\$ 552.00	\$ 552.00	3254	\$ 552.00	01/08/19	01/14/19	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 552.00	\$552.00	
TST Consulting Engineers	Engineering Design: (TST)	31486	03/22/19	\$ 1,297.50	\$ 1,297.50	3272	\$ 1,297.50	07/01/19	07/12/19	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,297.50	\$1,297.50	
TST Consulting Engineers	Engineering Design: (TST)	31900	09/20/19	\$ 2,925.00	\$ 450.00	1004	\$ 450.00	11/27/19	12/10/19	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 450.00	\$450.00	
TST Consulting Engineers	Engineering Design: (TST)	32632	07/17/20	\$ 786.00	\$ 786.00	P20081401-6864166	\$ 786.00	08/17/20	08/18/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 786.00	\$786.00	
TST Consulting Engineers	Engineering Design: (TST)	32696	08/14/20	\$ 69.00	\$ 69.00	P20092501-7125947	\$ 69.00	09/28/20	09/29/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 69.00	\$69.00	
TST Consulting Engineers	Engineering Design: (TST)	32772	09/18/20	\$ 1,144.00	\$ 1,144.00	P20102901-5945642	\$ 1,144.00	10/30/20	11/02/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 1,144.00	\$1,144.00	
TST Consulting Engineers	Engineering Design: (TST)	32821	10/16/20	\$ 640.00	\$ 640.00	P20111901-1095285	\$ 640.00	11/20/20	11/23/20	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 640.00	\$640.00	
TST Consulting Engineers	Engineering Design: (TST)	32891	11/13/20	\$ 5,662.70	\$ 5,662.70	P21020901-1091542	\$ 7,939.70	02/10/21	02/11/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,662.70	\$5,662.70	
TST Consulting Engineers	Engineering Design: (TST)	32980	12/11/20	\$ 2,277.00	\$ 2,277.00	P21020901-1091542	\$ 7,939.70	02/10/21	02/11/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 2,277.00	\$2,277.00	
TST Consulting Engineers	Engineering Design: (TST)	33002	01/22/21	\$ 9,145.00	\$ 9,145.00	P21030501-7546635	\$ 9,145.00	03/08/21	03/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 9,145.00	\$9,145.00	
TST Consulting Engineers	Engineering Design: (TST)	33109	02/19/21	\$ 26,091.60	\$ 26,091.60	P21031901-1310381	\$ 26,091.60	03/22/21	03/25/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 26,091.60	\$26,091.60	
TST Consulting Engineers	Engineering Design: (TST)	33187	03/19/21	\$ 5,518.60	\$ 5,518.60	P21041401-7839310	\$ 5,518.60	04/15/21	04/16/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,518.60	\$5,518.60	
TST Consulting Engineers	Engineering Design: (TST)	33257	04/16/21	\$ 10,609.10	\$ 10,609.10	P21060301-1029143	\$ 10,609.10	06/04/21	06/09/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 10,609.10	\$10,609.10	



**Raindance Metropolitan District Nos. 1-4
Soft & Indirect Costs Detail
Table IV**

Vendor	Work Description	Invoice Values			Payments Made						Certification	Category	Percent Eligible	Eligible This Period	Total Eligible
		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date	Account					
TST Consulting Engineers	Engineering Design: (TST)	33319	05/14/21	\$ 5,443.65	\$ 5,443.65	P21061801-5062022	\$ 5,443.65	06/21/21	06/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,443.65	\$5,443.65
TST Consulting Engineers	Engineering Design: (TST)	33412	06/18/21	\$ 8,867.10	\$ 8,867.10	P21071601-2290154	\$ 8,867.10	07/19/21	07/20/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 8,867.10	\$8,867.10
TST Consulting Engineers	Engineering Design: (TST)	33460	07/16/21	\$ 6,435.85	\$ 6,435.85	P21090301-5537056	\$ 33,831.75	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,435.85	\$6,435.85
TST Consulting Engineers	Engineering Design: (TST)	33480	07/16/21	\$ 21,243.90	\$ 21,243.90	P21090301-5537056	\$ 33,831.75	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 21,243.90	\$21,243.90
TST Consulting Engineers	Engineering Design: (TST)	33481	07/16/21	\$ 6,078.00	\$ 6,078.00	P21090301-5537056	\$ 33,831.75	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,078.00	\$6,078.00
TST Consulting Engineers	Engineering Design: (TST)	33482	07/16/21	\$ 74.00	\$ 74.00	P21090301-5537056	\$ 33,831.75	09/07/21	09/10/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 74.00	\$74.00
TST Consulting Engineers	Engineering Design: (TST)	33536	08/13/21	\$ 3,435.90	\$ 3,435.90	P21102001-8194295	\$ 17,309.85	10/21/21	10/26/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 3,435.90	\$3,435.90
TST Consulting Engineers	Engineering Design: (TST)	33558	08/13/21	\$ 7,414.00	\$ 7,414.00	P21102001-8194295	\$ 17,309.85	10/21/21	10/26/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 7,414.00	\$7,414.00
TST Consulting Engineers	Engineering Design: (TST)	33561	08/13/21	\$ 6,459.95	\$ 6,459.95	P21102001-8194295	\$ 17,309.85	10/21/21	10/26/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,459.95	\$6,459.95
TST Consulting Engineers	Engineering Design: (TST)	33636	09/17/21	\$ 12,245.40	\$ 12,245.40	P21111801-5977203	\$ 28,825.40	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 12,245.40	\$12,245.40
TST Consulting Engineers	Engineering Design: (TST)	33650	09/17/21	\$ 5,432.00	\$ 5,432.00	P21111801-5977203	\$ 28,825.40	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,432.00	\$5,432.00
TST Consulting Engineers	Engineering Design: (TST)	33651	09/17/21	\$ 11,148.00	\$ 11,148.00	P21111801-5977203	\$ 28,825.40	11/18/21	11/23/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 11,148.00	\$11,148.00
TST Consulting Engineers	Engineering Design: (TST)	33692	10/15/21	\$ 6,032.95	\$ 6,032.95	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,032.95	\$6,032.95
TST Consulting Engineers	Engineering Design: (TST)	33706	10/15/21	\$ 9,039.50	\$ 9,039.50	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 9,039.50	\$9,039.50
TST Consulting Engineers	Engineering Design: (TST)	33708	10/15/21	\$ 11,351.72	\$ 11,351.72	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 11,351.72	\$11,351.72
TST Consulting Engineers	Engineering Design: (TST)	33780	11/12/21	\$ 6,767.69	\$ 6,767.69	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 6,767.69	\$6,767.69
TST Consulting Engineers	Engineering Design: (TST)	33795	11/12/21	\$ 4,288.00	\$ 4,288.00	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 4,288.00	\$4,288.00
TST Consulting Engineers	Engineering Design: (TST)	33796	11/12/21	\$ 2,661.00	\$ 2,661.00	P21121601-3813445	\$ 40,140.86	12/17/21	12/22/21	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 2,661.00	\$2,661.00
TST Consulting Engineers	Engineering Design: (TST)	33811	12/10/21	\$ 5,562.20	\$ 5,562.20	P22010601-8733504	\$ 10,633.80	01/07/22	01/12/22	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,562.20	\$5,562.20
TST Consulting Engineers	Engineering Design: (TST)	33846	12/10/21	\$ 5,071.60	\$ 5,071.60	P22010601-8733504	\$ 10,633.80	01/07/22	01/12/22	Raindance Aquatic Investments LLC	1	Parks and Recreation	100%	\$ 5,071.60	\$5,071.60
Uthmann Enterprises, LLC	Haul Stacker	1962	10/01/21	\$ 2,750.00	\$ 2,750.00	57717060	\$ 2,750.00	10/25/21	11/03/21	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Uthmann Enterprises, LLC	Haul Stacker	1975	11/24/21	\$ 4,500.00	\$ 4,500.00	59134892	\$ 4,500.00	12/17/21	01/05/22	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
Uthmann Enterprises, LLC	Haul Cornpicker	1985	01/05/22	\$ 2,875.00	\$ 2,875.00	60171774	\$ 2,875.00	01/28/22	02/11/22	Raindance Aquatic Investments LLC	1	Operations	0%	\$ -	\$0.00
				\$ 2,207,997.10	\$2,205,522.10									\$ 1,899,104.35	\$1,899,104.35

EXHIBIT B

Accountant's Cost Certification

**RAINDANCE METROPOLITAN DISTRICT NO. 1
Weld County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**RAINDANCE METROPOLITAN DISTRICT NO. 1
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YEAR ENDED DECEMBER 31, 2021**

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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION
DECEMBER 31, 2021

	Primary Government		
	Governmental Activities	Business- Type Activities	Total
ASSETS			
Cash and Investments	\$ 7,235,702	\$ -	\$ 7,235,702
Cash and Investments - Restricted	137,000	7,766,269	7,903,269
Receivable - County Treasurer	14,469	-	14,469
Accounts Receivable	291,014	527,319	818,333
Prepaid Expenses	9,510	-	9,510
Due from District No. 2	25,485	-	25,485
Due from District No. 3	680	-	680
Due from District No. 4	181	-	181
Property Taxes Receivable	1,359,272	-	1,359,272
Capital Assets, Not Being Depreciated	50,116,555	15,883,060	65,999,615
Capital Assets, Being Depreciated, Net	5,816,154	3,173,709	8,989,863
Total Assets	<u>65,006,022</u>	<u>27,350,357</u>	<u>92,356,379</u>
LIABILITIES			
Accounts Payable	629,867	184,788	814,655
Retainage Payable	120,197	-	120,197
Prepaid Assessments	-	63,705	63,705
Due to District No.3	34,041	-	34,041
Accrued Interest Payable	-	105,248	105,248
Noncurrent Liabilities:			
Due in More Than One Year	9,697,953	24,315,000	34,012,953
Total Liabilities	<u>10,482,058</u>	<u>24,668,741</u>	<u>35,150,799</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Tax Revenue	1,359,272	-	1,359,272
Total Deferred Inflows of Resources	<u>1,359,272</u>	<u>-</u>	<u>1,359,272</u>
NET POSITION			
Net Investment in Capital Asset	2,962,239	561,476	3,523,715
Restricted			
Emergency Reserves	137,000	-	137,000
Debt Service	-	1,250,319	1,250,319
Unrestricted	50,065,453	869,821	50,935,274
Total Net Position	<u>\$ 53,164,692</u>	<u>\$ 2,681,616</u>	<u>\$ 55,846,308</u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

	Program Revenues			Net Revenues (Expenses) and Changes Net Position			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
FUNCTIONS/PROGRAMS							
Primary Government:							
Governmental Activities:							
General Government	\$ 2,258,165	\$ 179,770	\$ 652,203	\$ 12,477,701	\$ 11,051,509	\$ -	\$ 11,051,509
Interest and Related Costs on Long-Term Debt	924,693	-	-	-	(924,693)	-	(924,693)
Total Governmental Activities	<u>2,258,165</u>	<u>179,770</u>	<u>652,203</u>	<u>12,477,701</u>	<u>10,126,816</u>	<u>-</u>	<u>10,126,816</u>
Business-Type Activities:							
Non-Potable Water	782,961	827,079	-	3,222,000	-	3,266,118	3,266,118
Interest and Related Costs on Long-Term Debt	1,263,575	-	-	-	-	(1,263,575)	(1,263,575)
Total Business-Type Activities	<u>2,046,536</u>	<u>827,079</u>	<u>-</u>	<u>3,222,000</u>	<u>-</u>	<u>2,002,543</u>	<u>2,002,543</u>
Total Primary Government	<u>\$ 4,304,701</u>	<u>\$ 1,006,849</u>	<u>\$ 652,203</u>	<u>\$ 15,699,701</u>	<u>\$ 10,126,816</u>	<u>\$ 2,002,543</u>	<u>\$ 12,129,359</u>
GENERAL REVENUES							
Property Taxes					3,552,079	-	3,552,079
Specific Ownership Taxes					174,745	-	174,745
Interest Income					6,995	18,364	25,359
Total General Revenues					<u>3,733,819</u>	<u>18,364</u>	<u>3,752,183</u>
CHANGE IN NET POSITION					13,860,635	2,020,907	15,881,542
Net Position - Beginning of Year					<u>39,304,057</u>	<u>660,709</u>	<u>39,964,766</u>
NET POSITION - END OF YEAR					<u>\$ 53,164,692</u>	<u>\$ 2,681,616</u>	<u>\$ 55,846,308</u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

ASSETS	General	Capital Projects	Total Governmental Funds
Cash and Investments	\$ 3,936,364	\$ 3,299,338	\$ 7,235,702
Cash and Investments - Restricted	137,000	-	137,000
Receivable - County Treasurer	14,469	-	14,469
Accounts Receivable	114,101	461	114,562
Due from Raindance Aquatics	-	176,452	176,452
Due from District No. 2	25,485	-	25,485
Due from District No. 3	680	-	680
Due from District No. 4	181	-	181
Prepaid Expenses	9,510	-	9,510
Property Taxes Receivable	1,359,272	-	1,359,272
	\$ 5,597,062	\$ 3,476,251	\$ 9,073,313
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 596,061	\$ 33,806	\$ 629,867
Retainage Payable	120,197	-	120,197
Due to District No. 3	34,041	-	34,041
Total Liabilities	750,299	33,806	784,105
DEFERRED INFLOWS OF RESOURCES			
Property Tax Revenue	1,359,272	-	1,359,272
Total Deferred Inflows of Resources	1,359,272	-	1,359,272
FUND BALANCES			
Nonspendable:			
Prepaid Expenses	\$ 9,510	\$ -	\$ 9,510
Restricted:			
Emergency Reserves	137,000	-	137,000
Assigned:			
Capital Projects	-	3,442,445	3,442,445
Designated for next year's expenditures	435,464	-	435,464
Unrestricted:			
General Government	2,905,517	-	2,905,517
Total Fund Balances	3,487,491	3,442,445	6,929,936
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 5,597,062	\$ 3,476,251	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital assets, Not Being Depreciated	50,116,555
Capital assets, Being Depreciated, net	5,816,154

Long-term liabilities, including Developer advances, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds

Developer Advance Payable	(8,209,290)
Developer Advance Interest Payable	(1,488,663)

Net Position of Governmental Activities

\$ 53,164,692

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
DECEMBER 31, 2021

	General	Capital Projects	Total Governmental Funds
REVENUES			
Property Taxes	\$ 3,552,079	\$ -	\$ 3,552,079
Specific Ownership Taxes	174,745	-	174,745
Developer Contributions - Pool	251,865	-	251,865
Developer Contributions - Events	83,397	-	83,397
PIF - Golf Lots Premium	-	11,562,773	11,562,773
Transfers from District No. 2	57,439	-	57,439
Transfers from District No. 3	53,267	37	53,304
Transfers from District No. 4	15,225	-	15,225
Stop Curb Repair Revenue	95,000	-	95,000
Pool Admissions	84,770	-	84,770
Interest income	6,995	-	6,995
Other Revenue	191,010	914,891	1,105,901
Total Revenues	<u>4,565,792</u>	<u>12,477,701</u>	<u>17,043,493</u>
EXPENDITURES			
General and Administrative			
Accounting	137,906	-	137,906
Accounting - Cost Certification	10,973	-	10,973
Administration and Operations			
Staffing	154,444	-	154,444
Management Fee	36,000	-	36,000
Audit	14,200	-	14,200
County Treasurer's Fees	53,386	-	53,386
Consulting and Studies	27,505	-	27,505
Dues	2,057	-	2,057
Engineering - Cost Certification	17,584	-	17,584
Insurance	53,058	-	53,058
Legal Services	96,021	-	96,021
Miscellaneous	17,593	-	17,593
Operations and Maintenance			
District Events	299,611	-	299,611
Equipment Acquisition	17,900	-	17,900
Landscaping	179,047	-	179,047
Raindance Farms	19,175	-	19,175
Repairs and Maintenance	44,968	-	44,968
Snow Removal	28,261	-	28,261
Stop Curb Repair	48,750	-	48,750
Utilities	95,448	-	95,448
Utility Locates	103,498	-	103,498
Water Usage	359,713	-	359,713
Pool and Clubhouse			
Pool Cleaning Services	2,200	-	2,200
Pool Gas and Electricity	28,173	-	28,173
Pool Internet	1,871	-	1,871
Pool Management Fee	200,000	-	200,000
Pool Miscellaneous	6,244	-	6,244
Pool Repair and Maintenance	28,618	-	28,618
Pool Security	26,037	-	26,037
Pool Supplies	43,915	-	43,915
Pool Telephone Services	1,275	-	1,275
Pool Trash and Recycle	1,760	-	1,760
Pool Water Usage	14,704	-	14,704
7th Street Bridge	2,125,888	-	2,125,888
Public Improvements	-	58,643	58,643
Golf Course	-	7,725,180	7,725,180
Total Expenditures	<u>4,297,783</u>	<u>7,783,823</u>	<u>12,081,606</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	268,009	4,693,878	4,961,887
OTHER FINANCING SOURCES (USES)			
Developer Advances	-	7,574,886	7,574,886
Repayment of Developer Advances	-	(7,516,280)	(7,516,280)
Total Other Financing Sources (Uses)	-	58,606	58,606
NET CHANGE IN FUND BALANCES	268,009	4,752,484	5,020,493
Fund Balances - Beginning of Year	3,219,482	(1,310,039)	1,909,443
FUND BALANCES - END OF YEAR	<u>\$ 3,487,491</u>	<u>\$ 3,442,445</u>	<u>\$ 6,929,936</u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds	\$ 5,020,493
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>	
<p>Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation/amortization expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.</p>	
Capital Outlay - Current Year	9,927,556
Depreciation - Current Year	(104,115)
<p>The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.</p>	
Repayment of Developer Advances	7,516,280
Developer Advances - Current Year	(7,574,886)
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p>	
Accrued interest on Developer advances - Change in liability	<u>(924,693)</u>
Change in Net Position of Governmental Activities	<u><u>\$ 13,860,635</u></u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Budget		
REVENUES				
Property Taxes	\$ 4,807,694	\$ 3,552,079	\$ 3,552,079	\$ -
Specific Ownership Taxes	174,130	174,745	174,745	-
Developer Contributions - Pool	200,000	251,865	251,865	-
Developer Contributions - Events	-	83,397	83,397	-
Transfers from District No. 2	53,520	57,440	57,439	(1)
Transfers from District No. 3	53,116	53,268	53,267	(1)
Transfers from District No. 4	15,221	15,225	15,225	-
Stop Curb Repair Revenue	61,250	95,000	95,000	-
Pool Admissions	-	84,770	84,770	-
Interest income	-	6,995	6,995	-
Other Revenue	100,000	191,010	191,010	-
Total Revenues	<u>5,464,931</u>	<u>4,565,794</u>	<u>4,565,792</u>	<u>(2)</u>
EXPENDITURES				
General and Administrative				
Accounting	115,600	137,906	137,906	-
Accounting - Cost Certification	-	10,973	10,973	-
Administration and Operations				
Staffing	290,000	154,444	154,444	-
Management Fee	36,000	36,000	36,000	-
Asset Administration	10,000	10,000	-	10,000
Audit	14,500	14,200	14,200	-
Contingency	55,005	4,017	-	4,017
County Treasurer's Fees	72,115	53,386	53,386	-
Consulting and Studies	20,000	27,505	27,505	-
Dues	3,200	2,057	2,057	-
Engineering - Cost Certification	10,000	17,584	17,584	-
Insurance	35,000	53,058	53,058	-
Legal Services	100,000	96,021	96,021	-
Office Supplies	5,000	5,000	-	5,000
Office Overhead	60,000	60,000	-	60,000
Miscellaneous	10,000	17,593	17,593	-
Rent	24,000	24,000	-	24,000
Operations and Maintenance				
District Events	50,000	299,611	299,611	-
Equipment Acquisition	250,000	17,900	17,900	-
Landscaping	100,000	179,047	179,047	-
Raindance Farms	10,000	19,175	19,175	-
Repairs and Maintenance	2,200	44,968	44,968	-
Snow Removal	60,000	28,261	28,261	-
Stop Curb Repair	24,800	48,750	48,750	-
Utilities	60,000	95,448	95,448	-
Utility Locates	-	103,498	103,498	-
Water Usage	-	359,713	359,713	-
Pool and Clubhouse				
Pool Cleaning Services	-	2,200	2,200	-
Pool Gas and Electricity	31,000	28,173	28,173	-
Pool Insurance	9,200	9,200	-	9,200
Pool Internet	2,100	1,871	1,871	-
Pool Management Fee	189,500	200,000	200,000	-
Pool Miscellaneous	1,000	6,244	6,244	-
Pool Repair and Maintenance	-	28,618	28,618	-
Pool Security	-	26,037	26,037	-
Pool Supplies	18,000	43,915	43,915	-
Pool Telephone Services	260	1,275	1,275	-
Pool Trash and Recycle	2,520	1,760	1,760	-
Pool Water Usage	9,000	14,704	14,704	-
7th Street Bridge	700,000	2,125,888	2,125,888	-
Total Expenditures	<u>2,380,000</u>	<u>4,410,000</u>	<u>4,297,783</u>	<u>112,217</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	3,084,931	155,794	268,009	112,215
OTHER FINANCING SOURCES (USES)				
Developer Advance	60,000	60,000	-	(60,000)
Repayment of Developer Advances	(60,000)	(60,000)	-	60,000
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	3,084,931	155,794	268,009	112,215
Fund Balance - Beginning of Year	<u>2,070,298</u>	<u>3,219,482</u>	<u>3,219,482</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u>\$ 5,155,229</u>	<u>\$ 3,375,276</u>	<u>\$ 3,487,491</u>	<u>\$ 112,215</u>

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF NET POSITION –
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2021

ASSETS

Cash and Investments Restricted	\$ 7,766,269
Accounts Receivable	527,319
Capital Assets, Not Being Depreciated	15,883,060
Capital Assets, Being Depreciated, Net	3,173,709
Total Assets	27,350,357

LIABILITIES

Accounts Payable	184,788
Prepaid Assessments	63,705
Accrued Interest Payable	105,248
Noncurrent Liabilities:	
Due in More Than One Year	24,315,000
Total Liabilities	24,668,741

NET POSITION

Net Investment in Capital Assets	561,476
Restricted	1,250,319
Unrestricted	869,821
Total Net Position	\$ 2,681,616

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION-
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2021**

OPERATING REVENUES

Water Service Fees	\$	827,079
Total Operating Revenues		827,079

OPERATING EXPENSES

Administration - Billing		23,040
Consulting and Studies		406,748
Delivery and Ditch Expenses		3,500
Depreciation		168,700
Pumping Services		32,308
Repairs and Maintenance		36,131
Legal Services		95,159
Miscellaneous		13,190
Tools and Equipment		321
Scada		3,864
Total Operating Expenses		782,961

OPERATING INCOME

44,118

OTHER REVENUES AND EXPENDITURES

Capital Fees		827,500
Interest Income		18,364
Raw Water Dedication Fee		210,000
Water Meter Fees		2,184,500
Bond Interest- Series 2020		(1,262,975)
Paying Agent Fees		(600)
Total Other Revenues and Expenditures		1,976,789

CHANGE IN NET POSITION

2,020,907

Net Position - Beginning of Year

660,709

NET POSITION - END OF YEAR

\$ 2,681,616

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 1
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from Customers	\$ 852,989
Payments to Suppliers	<u>(727,557)</u>
Net Cash Provided by Operating Activities	<u>125,432</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Interest Expense	(1,262,975)
Paying Agent Fees	<u>(600)</u>
Net Cash Used by Noncapital Financing Activities	<u>(1,263,575)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Water Meter Fees	2,132,500
Capital Fees	617,500
Capital Outlay	<u>(1,833,475)</u>
Net Cash Provided by Capital and Related Financing Activities	<u>916,525</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Net Cash Provided by Investing Activities	<u>18,364</u>
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NET INCREASE IN CASH AND CASH EQUIVALENTS

(203,254)

Cash and Cash Equivalents - Beginning of Year

7,969,523

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 7,766,269

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

Operating Income	\$ 44,118
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:	
Depreciation Expense	168,700
Decrease in Accounts Payable	(113,296)
Increase in Accounts Receivable	(21,906)
Increase in Prepaid Assessments	47,816
Net Cash Provided by Operating Activities	<u><u>\$ 125,432</u></u>

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 DEFINITION OF REPORTING ENTITY

Raindance Metropolitan District No. 1 (the District), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court in and for Weld County, Colorado, on June 12, 2014, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations, and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security. The District was organized in conjunction with three other related special districts – RainDance Metropolitan Districts No. 2, No. 3, and No. 4. The District serves as the Operating District which is responsible for coordinating the financing, construction, and maintenance of all Public Improvements and other services needed for RainDance Metropolitan Districts Nos. 2-4 (Financing Districts), which are responsible for providing the tax base needed to support financing of capital improvements.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

The District has no employees and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds and the proprietary fund. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes and intergovernmental revenues. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

The District reports the following major proprietary fund:

The Enterprise Fund accounts for the construction, operation, and maintenance of facilities, and water rights associated with providing non-potable water services that are operated in a manner where the intent of the District is that the costs of providing such

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

services to the general public on a continuing basis be financed or recovered primarily through user charges.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating revenues consist of charges to customers for service provided. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses or capital contributions.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its annual budget for the year ended December 31, 2021.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash and investments.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is always set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include construction in progress, land improvements, infrastructure, furniture and equipment, water meters and water rights, are reported in the government-wide and business-type financial statements. Capital assets are defined by the District as assets with an initial, individual costs of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of net investment in capital assets.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the life of the asset are not capitalized.

Depreciation expense has been computed using the straight-line method over the estimated economic useful lives:

Buildings and Infrastructure	30 Years
Land Improvements	15 Years
Furniture and Equipment	5-20 Years
Water Meters	15 Years

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

In the government-wide financial statements, fund equity is classified as net position. Net position may be classified into three components: net investment in capital assets, restricted and unrestricted.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the board of directors. The constraint may be removed or changed only through formal action of the board of directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the board of directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 7,235,702
Cash and Investments - Restricted	7,903,269
Total Cash and Investments	<u>\$ 15,138,971</u>

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	<u>\$ 15,138,971</u>
Total Deposits	<u><u>\$ 15,138,971</u></u>

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank balance and carrying balance of \$15,138,971. \$250,000 per financial institution is insured through FDIC, and the balance is collateralized in single institution pools.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

As of December 31, 2021, the District had no investments.

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2021 follows:

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

	Balance - December 31, 2020	Additions	Reductions	Balance - December 31, 2021
Governmental Activities				
Capital Assets, Not Being Depreciated:				
Construction in Progress	\$ 46,090,019	\$ 9,909,711	\$ 5,883,175	\$ 50,116,555
Total Capital Assets, Not Being Depreciated	46,090,019	9,909,711	5,883,175	50,116,555
Capital Assets, Being Depreciated:				
Buildings and Infrastructure	-	5,883,175	-	5,883,175
Furniture and Equipment	21,388	17,845	-	39,233
Total Capital Assets, Being Depreciated	21,388	5,901,020	-	5,922,408
Less Accumulated Depreciation For:				
Buildings and Infrastructure	-	98,053	-	98,053
Furniture and Equipment	2,139	6,062	-	8,201
Total Accumulated Depreciation	2,139	104,115	-	106,254
Total Capital Assets, Being Depreciated, Net	19,249	5,796,905	-	5,816,154
Governmental Activities Capital Assets, Net	46,109,268	15,706,616	5,883,175	55,932,709
Business-Type Activities				
Capital Assets, Not Being Depreciated:				
Water Rights	15,883,060	-	-	15,883,060
Total Capital Assets, Not Being Depreciated	15,883,060	-	-	15,883,060
Capital Assets, Being Depreciated:				
Land Improvements	-	40,589	-	40,589
Equipment	6,609	414,255	-	420,864
Water Meters	1,617,168	1,378,631	-	2,995,799
Total Capital Assets, Being Depreciated	1,623,777	1,833,475	-	3,457,252
Less Accumulated Depreciation For:				
Land Improvements	-	1,353	-	1,353
Equipment	661	13,581	-	14,242
Water Meters	114,182	153,766	-	267,948
Total Accumulated Depreciation	114,843	168,700	-	283,543
Total Capital Assets, Being Depreciated, Net	1,508,934	1,664,775	-	3,173,709
Business-Type Activities Capital Assets, Net	17,391,994	1,664,775	-	19,056,769
Total Capital Assets, Net	\$ 63,501,262	\$ 17,371,391	\$ 5,883,175	\$ 74,989,478

**RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 CAPITAL ASSETS (CONTINUED)

A significant portion of capital assets (public improvements) will be conveyed by the District to other local governments, and once conveyed, the District will not be responsible for the maintenance of those public improvements. Upon acceptance of the public improvements by other local governments, the District will remove the cost of construction from its books.

Depreciation expense recorded under governmental activities was charged to the general government function, and depreciation expense recorded under business-type activities was charged to non-potable water enterprise function on the statement of activities.

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Retirements	Balance - December 31, 2021	Due Within One Year
<u>Governmental Activities</u>					
Other Debts:					
Developer Advances	\$ 8,150,684	\$ 7,574,886	\$ 7,516,280	\$ 8,209,290	\$ -
Accrued Interest on Developer Advances	563,970	924,693	-	1,488,663	-
Total Governmental Activities	<u>8,714,654</u>	<u>8,499,579</u>	<u>7,516,280</u>	<u>9,697,953</u>	<u>-</u>
<u>Business-Type Activities</u>					
Bonds Payable:					
Non-Potable Water Enterprise Revenue Bonds Series 2020A	24,315,000	-	-	24,315,000	-
Total Bonds Payable	<u>24,315,000</u>	<u>-</u>	<u>-</u>	<u>24,315,000</u>	<u>-</u>
Total Business-Type Activities	<u>24,315,000</u>	<u>-</u>	<u>-</u>	<u>24,315,000</u>	<u>-</u>
Total Long-Term Obligations	<u>\$ 33,029,654</u>	<u>\$ 8,499,579</u>	<u>\$ 7,516,280</u>	<u>\$ 34,012,953</u>	<u>\$ -</u>

Non-Potable Water Enterprise Revenue Bonds, Series 2020 (the "Bonds")

The District, acting by and through its Water Activity Enterprise, issued the Bonds on August 6, 2020, in the par amount of \$24,315,000.

Proceeds from the sale of the Bonds were used to acquire certain water rights and fund and reimburse a portion of the costs of acquiring, constructing, and installing certain non-potable water-related infrastructure to serve the RainDance Development. A portion of the proceeds

**RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Non-Potable Water Enterprise Revenue Bonds, Series 2020 (the Bonds) (Continued)

of the Bonds were also used to fund: (a) the Reserve Account, (b) a portion of the interest to accrue on the Bonds, and (c) the costs of issuing the Bonds.

Bonds Details

The Bonds were issued as two term bonds with the first bearing interest at 5.00% per annum and maturing on December 1, 2040 and the second bearing interest at 5.25% and maturing on December 1, 2050. Interest on the Bonds is payable semiannually on June 1 and December 1, beginning on December 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2024. To the extent principal of any Bond is not paid when due, such principal will remain outstanding until paid. To the extent interest on any Bond is not paid when due, such interest will compound semiannually on each June 1 and December 1, at the rate then borne by the Bond.

Bonds Optional Redemption

The Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2025, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 1, 2025, to November 30, 20	3.00%
December 1, 2026, to November 30, 20	2.00
December 1, 2027, to November 30, 20	1.00
December 1, 2028, and thereafter	0.00

Sources of Repayment for the Bonds

The District's primary revenue sources for repayment of the Bonds are rates assessed on residential and nonresidential customers of the District and RainDance Metropolitan District Nos. 2, 3 and 4 based on non-potable water usage within the District's Service Area and Capital Facilities Fees collected within the boundaries of RainDance Metropolitan District No. 2 (District No. 2).

The Bonds constitute special limited obligations of the District. The principal and interest on the Bonds is payable solely from "Net Revenue", meaning Gross Revenue after deducting Operations and Maintenance Expenses. As of December 31, 2021, "Net Revenue" available to pay the District's debt obligations was \$1,250,319.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Non-Potable Water Enterprise Revenue Bonds, Series 2020 (the Bonds) (Continued)

Sources of Repayment for the Bonds (Continued)

“Gross Revenue” means all income and revenue directly or indirectly derived by the District from the Non-Potable System, or any part thereof, including without limitation, any rates, fees, tap fees, standby charges, availability fees, tolls, and charges for the services furnished by, for the use of, or for the availability of, the Non-Potable System, plus Capital Facilities Fees, but excluding: (a) income from the sale of property, or rights or related contracts, settlements, or judgments held or obtained in connection with the Non-Potable System or its operations; (b) Tap Fees; (c) Transfer Fees; (d) moneys borrowed and used for providing capital improvements; (e) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; and (f) any moneys received as grants or appropriations from the United States, the state, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of capital improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys are to be received as payments for the use of the Non-Potable System, services rendered thereby, or the availability of any such service

Operation and Maintenance Expenses” means all reasonable and necessary costs and expenses of the District for the operation, maintenance and repair of the Non-Potable System, including without limitation legal and overhead expenses of the District directly related to the administration of the Non-Potable System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor, the cost of materials and supplies for operations, and the cost of leasing, renting or otherwise procuring water or water resources on a temporary or annual basis, but excluding depreciation and any portion of such costs, legal liabilities not based on contract, expenses incurred in connection with capital improvements, payments due in connection with any bonds or other obligations issued to provide capital improvements, charges for the accumulation of reserves and expenses funded or provided for from Tap Fees.

The Districts impose a one-time fee of \$2,500 per single-family detached residential unit and \$2,500 per single family attached and multi-family residential unit within their respective boundaries to provide a source of funding to pay for the initial capital direct and indirect costs associated with the construction, installation and acquisition of Public Improvements to serve the Districts. Only the fees imposed within the boundaries of District No. 2 (the “Capital Facilities Fee”) are pledged to the payment of the Bonds. The Capital Facilities Fees are due and owing upon the issuance of a building permit for any residential or commercial unit on a lot within District No. 2.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Non-Potable Water Enterprise Revenue Bonds, Series 2020 (the Bonds) (Continued)

Non-Potable Water Rates

The District covenants and agrees in the Bond Resolution to establish, maintain, and enforce a schedule of rates, fees, tolls, and charges for the availability of, services furnished by, or use of the Non-Potable System sufficient to satisfy one of the following two requirements each Fiscal Year:

- (i) generate Net Operating Revenue and Capital Facilities Fees in the Fiscal Year collectively equal to not less than:
 - a. an amount equal to 100% of the Annual Debt Service for the Outstanding Bonds and any Parity Lien Bonds in such Fiscal Year, plus
 - b. the amount necessary to replenish the Reserve Account to the Reserve Requirement and to replenish any reserve fund for Parity Lien Bonds to the Parity Lien Bonds Reserve Requirement (or to repay any Bond Insurer for draws on a Reserve Policy, as applicable); OR
- (ii) generate Net Operating Revenue and Capital Facilities Fees in the Fiscal Year which, together with the portion of Unrestricted Fund Balance as of December 31 of the immediately preceding Fiscal Year representing Capital Facilities Fees, will equal not less than:
 - a. an amount equal to 110% of the Annual Debt Service for the Outstanding Bonds and any Parity Lien Bonds in such Fiscal Year, plus
 - b. the amount necessary to replenish the Reserve Account to the Reserve Requirement and to replenish any reserve fund for Parity Lien Bonds to the Parity Lien Bonds Reserve Requirement (or to repay any Bond Insurer for draws on a Reserve Policy, as applicable).

In the event that revenues at any time are not sufficient to result in Net Operating Revenues in the amounts required as described above, the District is to promptly increase such rates, fees, tolls, and charges to the extent required to ensure compliance with the foregoing covenants.

The District further covenants and agrees to establish, maintain, and enforce a schedule of rates, fees, tolls, and charges for the availability of, services furnished by, or use of the Non-Potable System sufficient to maintain a minimum Unrestricted Fund Balance, calculated as of each December 31, commencing December 31, 2022, equal to not less than \$1,000,000. In the event that revenues are not sufficient to satisfy such minimum Unrestricted Fund Balance as of any December 31 occurring on or after December 31, 2022, the District is to promptly increase rates, fees, tolls, and charges to the extent required to ensure compliance with the foregoing covenants.

Additional Security for Bonds

The Bonds are also secured by amounts on deposit in the Reserve Account which was funded from proceeds of the Bonds in the amount of the Reserve Requirement of \$2,289,792 and by capitalized interest which was funded from proceeds of the Bonds in the amount of \$3,079,400. The balances in the Reserve Fund and the Capitalized Interest accounts as of December 31, 2021, are \$2,303,826 and \$1,462,543 respectively.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Non-Potable Water Enterprise Revenue Bonds, Series 2020 (the Bonds) (Continued)

Bonds Debt Service

The outstanding principal and interest of the Bonds are due as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 1,262,975	\$ 1,262,975
2023	-	1,262,975	1,262,975
2024	25,000	1,262,975	1,287,975
2025	30,000	1,261,725	1,291,725
2026	35,000	1,260,225	1,295,225
2027-2031	325,000	6,265,375	6,590,375
2032-2036	1,785,000	6,081,375	7,866,375
2037-2041	4,315,000	5,388,375	9,703,375
2042-2046	7,515,000	3,955,875	11,470,875
2047-2050	10,285,000	1,556,888	11,841,888
Total	<u>\$ 24,315,000</u>	<u>\$ 29,558,763</u>	<u>\$ 53,873,763</u>

Authorized Debt

At December 31, 2021, the District had authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized on May 6, 2014	Authorization Used for 2020 Bonds	Authorized But Unissued
Water	\$ 93,000,000	\$ 24,315,000	\$ 68,685,000
Sanitation/Stormwater	93,000,000	-	93,000,000
Streets	93,000,000	-	93,000,000
Parks and Recreation	93,000,000	-	93,000,000
Public Transportation	93,000,000	-	93,000,000
Fire Protection	93,000,000	-	93,000,000
Mosquito Control	93,000,000	-	93,000,000
Safety Protection	93,000,000	-	93,000,000
Security	93,000,000	-	93,000,000
TV Relay and Translation	93,000,000	-	93,000,000
Operation and Maintenance	93,000,000	-	93,000,000
Debt Refunding	93,000,000	-	93,000,000
Intergovernmental Agreements	93,000,000	-	93,000,000
Private Agreements	93,000,000	-	93,000,000
Special Assessments	93,000,000	-	93,000,000
Total	<u>\$ 1,395,000,000</u>	<u>\$ 24,315,000</u>	<u>\$ 1,370,685,000</u>

Pursuant to the Service Plan, the maximum general obligation indebtedness for all of Financing Districts combined is not to exceed \$93,000,000.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2021, the District had net investment in capital assets calculated as follows:

	Governmental Activities	Business- Type Activities
	<u> </u>	<u> </u>
Net Investment in Capital Assets:		
Capital Assets, Net	\$ 2,962,239	\$ 19,056,769
Noncurrent Portion of Outstanding Long-term Obligations	-	(24,315,000)
Unspent Bond Proceeds	-	5,819,707
Net Investment in Capital Assets	<u>\$ 2,962,239</u>	<u>\$ 561,476</u>

Restricted net position includes assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2021 as follows:

Restricted Net Position:		
Emergency Reserve	\$ 137,000	\$ -
Debt Service (Note 5)	-	1,250,319
Total Restricted Net Position	<u>\$ 137,000</u>	<u>\$ 1,250,319</u>

As of December 31, 2021, the District's total unrestricted net position was \$50,935,274.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 7 AGREEMENTS

District Coordinating Services Agreement (District Nos. 1-4)

Effective as of January 1, 2018, the Districts entered into a District Coordinating Services Agreement (the "Coordinating Services Agreement") for the purpose of establishing the respective obligations of the Districts with respect to the coordination, oversight, and funding of certain administrative costs of the Districts, and costs related to the continued operation and maintenance of certain of the Public Improvements within such Districts. Pursuant to the Coordinating Services Agreement, the District was designated as the "coordinating district" (the "Coordinating District") and Districts No. 2, No. 3, and No. 4 were each designated as "financing districts" (the "Financing Districts").

Common Finance Plan Resolution

On March 27, 2018, District No. 3 and the District adopted a Joint Resolution Regarding Intent to Implement Common Plan of Finance (the "Common Finance Plan Resolution"), pursuant to which: (i) the District and District No. 3 declared their mutual intent to implement the common plan of finance set forth and approved in the Service Plan to fund or reimburse all or a portion of the capital costs related to the Public Improvements to serve RainDance from the Bonds; and (ii) District No. 3 declared its intent, upon issuance of the Bonds, to transfer all available revenues to the District for the payment of such costs, including amounts owed by the District pursuant to the Reimbursement Agreements (as defined next).

On December 5, 2019, District No. 2 and the District adopted a Joint Resolution Regarding Intent to Implement Common Plan of Finance (the "Common Finance Plan Resolution"), pursuant to which: (a) the District and District No. 2 declared their mutual intent to implement the common plan of finance set forth and approved in the Service Plan to fund or reimburse from the Bonds all or a portion of the capital costs related to the Public Improvements to serve RainDance; and (b) The District No. 2 declared its intent, upon issuance of the Bonds, to transfer all available proceeds to the District for the payment of such costs, including amounts owed by the District, pursuant to certain Reimbursement Agreement (as defined next).

Infrastructure Acquisition and Reimbursement Agreements

The District and the Developer have entered into two Infrastructure Acquisition and Reimbursement Agreements dated March 1, 2018 and January 1, 2020 (the "Developer Reimbursement Agreements"), and the District and a subsidiary of Journey Homes entered into a similar agreement, dated March 1, 2018 (the "JH Reimbursement Agreement," and together with the "Developer Reimbursement Agreements" the "Reimbursement Agreements"). Pursuant to the Reimbursement Agreements, it is be acknowledged that the Developer or Journey Homes, as applicable, has incurred certain costs related to the public infrastructure for the benefit of the District, and may incur additional costs related thereto, and that the District agrees to reimburse the Developer or Journey Homes, as applicable, for any and all costs of any kind related to the provision of the public improvements that may be lawfully funded by the District, after such costs are reviewed and certified by the District's Accountant and Engineer. As of December 31, 2021, outstanding advances under this agreement totaled \$8,209,290 in principal and \$1,385,105 in accrued interest.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 7 AGREEMENTS (CONTINUED)

Agreement Regarding Lot PIF

The District has entered into the Agreement Regarding Lot PIF (the "Agreement") with Raindance Development LLC (the "Developer") and TH Raindance Windsor LLC (the "Builder") on October 15, 2021. Pursuant to the Agreement, the Developer desires to provide to the District a source of funding to construct a public golf course by requiring the Builder to pay to the District a public improvement fee (the "PIF") in the amount established in the Agreement. With respect to the PIF, the District is authorized and empowered to exercise all rights and remedies related to the PIF available under the Purchase Contract without the necessity of further action on the part of the Developer. As of December 31, 2021, the District has collected the PIF in the amount of \$11,562,773 under this agreement.

Funding and Reimbursement Agreements Golf Course

On October 28, 2021, the District has entered into the Funding and Reimbursement Agreement (Golf Course), effective as of January 1, 2021, with Raindance Holdings, LLC (the "Developer") to finance construction of a public golf course that will be owned and maintained by the District. Per the agreement, the Developer agrees to loan to the District one or more sums of money as needed to construct the golf course. The District and the Developer agree and acknowledge that the Developer has incurred certain costs related to the project for the benefit of the District, and may incur additional costs related thereto, and that the District agrees to reimburse to the Developer for such costs in accordance with the provisions of the agreement and after such costs are reviewed and certified by the District's Accountant and Engineer. Unreimbursed advances bear simple interest of 6.5% per annum, from the date any such advance is made to the date of repayment of such amount. The District anticipates repaying moneys advanced by the Developer with the proceeds of the PIF. As of December 31, 2021, the District received and repaid advances under this agreement in the amount of \$7,516,243, and outstanding advances totaled \$103,558 in accrued interest.

Construction of Sanitary Sewer Facilities Intergovernmental Agreement

The District and the Town of Windsor (the "Town") have entered into the Construction of Sanitary Sewer Facilities and Related Oversizing Credits and Reimbursements Agreement (the "IGA") dated June 16, 2020. Pursuant to the IGA, the Town shall reimburse to the District for certain costs of constructing the Sewer Interceptor that relate to Poudre Heights Improvements. The reimbursement amount shall be limited to those actual costs certified by the District as district eligible costs, and shall be made upon submitting an "Acceptance Resolution" to the Town with certificates from the District's Engineer and CPA, relating to completion, costs, and eligibility. As of December 31, 2021, the District received a reimbursement in the amount of \$914,891.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 7 AGREEMENTS (CONTINUED)

Intergovernmental Agreement Regarding New Liberty Road Modifications

The District and the Town of Windsor (the "Town") have entered into the Intergovernmental Agreement Regarding New Liberty Road Modifications (the "IGA") dated June 10, 2021. Per the IGA, The Town shall be responsible for design of the New Liberty Road Expansion, and the District shall review the design of the New Liberty Road Expansion and provide input into design decisions. Pursuant to the IGA, the District shall reimburse the Town for the one-third (1/3) of design-related costs incurred by the Town with respect to the New Liberty Road Expansion. Upon completion of the modifications, the Town shall provide the District an "Acceptance Resolution" adopted by the Town's Board and supported by the Town's Engineer's Certificate. The District's share of design and construction costs shall be due within 30 days of the Town's presentation of the approved Acceptance Resolution. As of December 31, 2021 , the District has not made any reimbursements to the Town per the IGA.

Intergovernmental Agreement Regarding 7th Street Pedestrian Bridge

On May 14, 2021, the Town of Windsor (the "Town"), the District and Poudre Tech Metropolitan District ("PTMD") have entered into the Intergovernmental Agreement Regarding 7th Street Pedestrian Bridge Construction, Maintenance, and Right-Of-Way Encroachment (the "Agreement"). Pursuant to the Agreement, the District agrees to construct the Pedestrian Bridge as designed in the Improvement Plan and initially pay all related design and construction costs. The Town, the District and PTMD shall each be responsible for the one-third (1/3) of all costs incurred by the District and certified by the District's Engineer. Upon substantial completion of the Pedestrian Bridge and presentation of the Cost Certification, the Town and PTMD shall pay to the District their respective shares of the total amount certified in the Cost Certification withing 30 days of receipt thereof, or as otherwise agreed to in writing. Per the Agreement, PTMD is appointed and designated to be the owner of the Pedestrian Bridge. As of December 31, 2021, the District has incurred the project-related costs in the amount of \$2,125,888.

NOTE 8 RELATED PARTIES

The Developer of the property which constitutes the District is RainDance Land Company, LLC, a Delaware limited liability company (Developer). Certain members of the Board of Directors of the District are officers or employees of or related to the Developer or an entity affiliated with the Developer or the majority owner of the Developer, and may have conflicts of interest in dealing with the District.

RAINDANCE METROPOLITAN DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. At December 31, 2021, the District determined its required emergency reserve to be approximately \$137,000.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**RAINDANCE METROPOLITAN DISTRICT NO. 1
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
PIF - Golf Lots Premium	\$ -	\$ 11,562,773	\$ 11,562,773
Transfer from District No.3	-	37	37
Other Revenue	939,200	914,891	(24,309)
Total Revenues	<u>939,200</u>	<u>12,477,701</u>	<u>11,538,501</u>
EXPENDITURES			
Capital Outlay- Public Improvements	-	58,643	(58,643)
Filing 9	11,000,000	-	11,000,000
Golf Course	10,600,000	7,725,180	2,874,820
Total Expenditures	<u>21,600,000</u>	<u>7,783,823</u>	<u>13,816,177</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(20,660,800)	4,693,878	25,354,678
OTHER FINANCING SOURCES (USES)			
Developer Advances- Public Improvements	-	58,643	58,643
Developer Advances- Filing 9	11,000,000	-	(11,000,000)
Developer Advances- Golf Course	2,735,000	7,516,243	4,781,243
Golf Course Construction Loan	7,865,000	-	(7,865,000)
Repayment of Developer Advances	(939,200)	(7,516,280)	(6,577,080)
Total Other Financing Sources (Uses)	<u>20,660,800</u>	<u>58,606</u>	<u>(20,602,194)</u>
NET CHANGE IN FUND BALANCE	-	4,752,484	4,752,484
Fund Balance - Beginning of Year	-	(1,310,039)	(1,310,039)
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ 3,442,445</u>	<u>\$ 3,442,445</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 1
ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUNDS AVAILABLE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Capital Fees	\$ 1,110,000	\$ 827,500	\$ (282,500)
Interest Income	24,000	18,364	(5,636)
Raw Water Dedication Fee	-	210,000	210,000
Water Service Fees	524,858	827,079	302,221
Water Meter Fees	1,415,000	2,184,500	769,500
Total Revenues	3,073,858	4,067,443	993,585
EXPENDITURES			
General and Administrative			
Administration - Billing	32,640	23,040	9,600
Consulting and Studies	60,000	406,748	(346,748)
Legal Services	60,000	95,159	(35,159)
Operations and Maintenance			
District Manager and Staff	173,400	-	173,400
Electricity and Gas	94,461	-	94,461
Miscellaneous	-	13,190	(13,190)
Pumping Services	-	32,308	(32,308)
Repairs and Maintenance	-	36,131	(36,131)
Water Meters and Installation	1,415,000	1,378,631	36,369
Tools and Equipment	10,200	321	9,879
Scada	20,000	3,864	16,136
Delivery and Ditch Expenses	15,000	3,500	11,500
Debt Service			
Bond Interest - Series 2020	1,262,975	1,262,975	-
Paying Agent Fees	3,800	600	3,200
Capital Outlay			
Capital Outlay	2,120,000	454,844	1,665,156
Contingency	25,000	-	25,000
Total Expenditures	5,292,476	3,711,311	1,581,165
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES			
	(2,218,618)	356,132	2,574,750
OTHER FINANCING SOURCES (USES)			
Developer Advances	173,400	-	(173,400)
Repayment of Developer Advances	(173,400)	-	173,400
Total Other Financing Sources (Uses)	-	-	-
CHANGE IN FUNDS AVAILABLE			
	(2,218,618)	356,132	2,574,750
Funds Available- Beginning	6,077,917	7,688,963	1,611,046
Funds Available- Ending	\$ 3,859,299	\$ 8,045,095	\$ 4,185,796
ADJUSTMENTS TO RECONCILE BUDGET BASIS TO GAAP BASIS			
Change in Funds Available		356,132	
Depreciation Expense		(168,700)	
Prior Year Accrued Bond Interest		105,248	
Accrued Bond Interest		(105,248)	
Capital Outlay		1,833,475	
CHANGE IN NET POSITION		2,020,907	
Net Position - Beginning of Year		660,709	
NET POSITION - END OF YEAR		\$ 2,681,616	

OTHER INFORMATION

**RAINDANCE METROPOLITAN DISTRICT NO. 1
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2021**

\$24,315,000 Non-Potable Water Enterprise Revenue Bonds,
Series 2020

Dated August 5, 2020

Principal Due December 1

Interest Rate 5.00% - 5.25%

Payable June 1 and December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 1,262,975	\$ 1,262,975
2023	-	1,262,975	1,262,975
2024	25,000	1,262,975	1,287,975
2025	30,000	1,261,725	1,291,725
2026	35,000	1,260,225	1,295,225
2027	45,000	1,258,475	1,303,475
2028	55,000	1,256,225	1,311,225
2029	60,000	1,253,475	1,313,475
2030	75,000	1,250,475	1,325,475
2031	90,000	1,246,725	1,336,725
2032	170,000	1,242,225	1,412,225
2033	255,000	1,233,725	1,488,725
2034	350,000	1,220,975	1,570,975
2035	450,000	1,203,475	1,653,475
2036	560,000	1,180,975	1,740,975
2037	650,000	1,152,975	1,802,975
2038	750,000	1,120,475	1,870,475
2039	855,000	1,082,975	1,937,975
2040	970,000	1,040,225	2,010,225
2041	1,090,000	991,725	2,081,725
2042	1,220,000	934,500	2,154,500
2043	1,360,000	870,450	2,230,450
2044	1,510,000	799,050	2,309,050
2045	1,670,000	719,775	2,389,775
2046	1,755,000	632,100	2,387,100
2047	1,850,000	539,963	2,389,963
2048	1,945,000	442,837	2,387,837
2049	2,045,000	340,725	2,385,725
2050	4,445,000	233,363	4,678,363
Total	<u>\$ 24,315,000</u>	<u>\$ 29,558,763</u>	<u>\$ 53,873,763</u>

RAINDANCE METROPOLITAN DISTRICT NO. 1
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2021

<u>Year Ended December 31,</u>	<u>Assessed Valuation</u>	<u>Mill Levy</u>		<u>Total Property Taxes</u>		<u>Percent Collected to Levied</u>
		<u>General</u>	<u>Debt Service</u>	<u>Levied</u>	<u>Collected</u>	
2016	\$ 602,110	39.000	0.000	\$ 23,482	\$ 23,482	100.00 %
2018	14,460	39.000	0.000	564	564	100.00
2019	3,775,010	39.000	0.000	147,225	147,215	99.99
2020	88,047,060	39.000	0.000	3,433,835	3,293,757	95.92
2021	89,297,570	39.000	0.000	3,482,605	3,552,079	101.99
Estimated for Year Ending December 31, 2022	\$ 34,853,120	39.000	0.000	\$ 1,359,272		

NOTE: Property taxes collected in any one year include collection of delinquent property taxes levied in prior years. Information received from the County Treasurer does not permit identification of specific year of levy.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
Weld County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**RAINDANCE METROPOLITAN DISTRICT NO. 2
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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

RAINDANCE METROPOLITAN DISTRICT NO. 2
STATEMENT OF NET POSITION
DECEMBER 31, 2021

	Governmental Activities
ASSETS	
Cash and Investments	\$ 445
Cash and Investments - Restricted	2,607,248
Receivable from County Treasurer	293
Interest Receivable	2,802
Property Tax Receivable	332,313
Total Assets	2,943,101
LIABILITIES	
Due to District No. 1	25,485
Accrued Bonds Interest Payable	80,458
Noncurrent Liabilities:	
Due in More Than One Year	25,039,059
Total Liabilities	25,145,002
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax Revenue	332,313
Total Deferred Inflows of Resources	332,313
NET POSITION	
Unrestricted	(22,534,214)
Total Net Position	\$ (22,534,214)

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 2
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 58,577	\$ -	\$ -	\$ -	
Interest and Related Costs on Long-Term Debt	1,333,679	-	-	-	
Total Governmental Activities	\$ 1,392,256	\$ -	\$ -	\$ -	
 GENERAL REVENUES					
Property Taxes				74,458	
Specific Ownership Taxes				3,539	
Interest Income				21	
Total General Revenues				78,018	
 CHANGE IN NET POSITION					
Net Position - Beginning of Year				(21,219,976)	
 NET POSITION - END OF YEAR					
				\$ (22,534,214)	

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and Investments	\$ 445	\$ -	\$ 445
Cash and Investments - Restricted	-	2,607,248	2,607,248
Receivable from County Treasurer	216	77	293
Interest Receivable	-	2,802	2,802
Property Tax Receivable	51,779	280,534	332,313
	<u>\$ 52,440</u>	<u>\$ 2,890,661</u>	<u>\$ 2,943,101</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Due to District No. 1	\$ 656	\$ 24,829	\$ 25,485
Total Liabilities	656	24,829	25,485
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Tax Revenue	51,779	280,534	332,313
Total Deferred Inflows of Resources	51,779	280,534	332,313
FUND BALANCES			
Restricted:			
Debt Service	-	2,585,298	2,585,298
Unrestricted:			
General Government	5	-	5
Total Fund Balances	<u>5</u>	<u>2,585,298</u>	<u>2,585,303</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 52,440</u>	<u>\$ 2,890,661</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds.

Accrued Bonds Interest Payable	(803,825)
Bonds Payable	(24,315,687)
Developer Advance Payable	(5)
Subtotal	<u>(25,119,517)</u>

Net Position of Governmental Activities	<u>\$ (22,534,214)</u>
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See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 2
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental Funds</u>
REVENUES			
Property Taxes	\$ 55,679	\$ 18,779	\$ 74,458
Specific Ownership Taxes	2,595	944	3,539
Interest Income	<u>21</u>	<u>-</u>	<u>21</u>
Total Revenues	<u>58,295</u>	<u>19,723</u>	<u>78,018</u>
EXPENDITURES			
Banking Fees	20	-	20
Bond interest Senior Bonds	-	965,500	965,500
Contingency	-	13,347	13,347
County Treasurer's Fees	836	282	1,118
Investment Advisory Fee	-	3,906	3,906
Paying Agent Fees	-	2,500	2,500
Transfer to District No. 1	<u>57,439</u>	<u>-</u>	<u>57,439</u>
Total Expenditures	<u>58,295</u>	<u>985,535</u>	<u>1,043,830</u>
NET CHANGE IN FUND BALANCES	-	(965,812)	(965,812)
Fund Balances - Beginning of Year	<u>5</u>	<u>3,551,110</u>	<u>3,551,115</u>
FUND BALANCES - END OF YEAR	<u>\$ 5</u>	<u>\$ 2,585,298</u>	<u>\$ 2,585,303</u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds \$ (965,812)

Amounts reported for governmental activities in the statement of activities are different because:

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Bond Premium Amortization	21,227
Accrued Interest on Bonds - Change in Liability	<u>(369,653)</u>

Change in Net Position of Governmental Activities \$ (1,314,238)

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 51,710	\$ 55,679	\$ 55,679	\$ -
Specific Ownership Taxes	2,586	2,595	2,595	-
Interest Income	-	22	21	(1)
Total Revenues	<u>54,296</u>	<u>58,296</u>	<u>58,295</u>	<u>-</u>
EXPENDITURES				
Banking Fees	-	20	20	-
County Treasurer's Fees	776	836	836	-
Transfer to District No. 1	53,520	57,440	57,439	1
Total Expenditures	<u>54,296</u>	<u>58,296</u>	<u>58,295</u>	<u>1</u>
NET CHANGE IN FUND BALANCES	-	-	-	1
Fund Balances - Beginning of Year	<u>5</u>	<u>5</u>	<u>5</u>	<u>-</u>
FUND BALANCES - END OF YEAR	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 1</u>

See accompanying Notes to Basic Financial Statements.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 1 DEFINITION OF REPORTING ENTITY

Raindance Metropolitan District No. 2 (the "District"), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree issued by the District Court in and for Weld County, Colorado, on June 6, 2014, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations, and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security. The District was organized in conjunction with three other related metropolitan districts – RainDance Metropolitan Districts No. 1, No. 3, and No. 4. RainDance Metropolitan District No. 1 serves as the Operating District which is responsible for coordinating the financing, construction, and maintenance of all Public Improvements and other services needed for RainDance Metropolitan District Nos. 2 - 4 (Financing Districts, and together with the District, the "Districts"), which are responsible for providing the tax base needed to support financing of capital improvements and operations and maintenance.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

The District has no employees and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal, interest and other costs related to the Series 2019 Bonds.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its annual budget for the year ended December 31, 2021.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is always set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

In the government-wide financial statements, fund equity is classified as net position. Net position may be classified into three components: net investment in capital assets, restricted and unrestricted.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the board of directors. The constraint may be removed or changed only through formal action of the board of directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the board of directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 445
Cash and Investments - Restricted	2,607,248
Total Cash and Investments	<u>\$ 2,607,693</u>

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 1,074,921
Investments	<u>1,532,772</u>
Total Deposits	<u><u>\$ 2,607,693</u></u>

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank balance and carrying balance of \$1,074,921.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- * Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- * General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

Fair Value Measurement and Application

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, and Level 3 inputs are significant unobservable inputs. Investments not measured at fair value and not categorized include governmental money market funds (PFM Funds Governmental Select series), money market funds (generally held by Bank Trust Departments in their role as paying agent or trustee), CSAFE (which are recorded at amortized cost), and COLOTRUST (which are recorded at net asset value).

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
U.S. Treasury/Government-Sponsored Enterprises (GSEs)	Average 2.41 years	\$ 951,194
Corporate Bonds	Average 0.47 years	171,133
Municipal Bonds	Average 2.20 years	410,444
Total		<u>\$ 1,532,771</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

US Treasury/Government-Sponsored Enterprises, Money Market Securities, Corporate Securities and Municipal Bonds

Debt service monies held in trust by US Bank in the Debt Reserve Fund were invested in US Treasury/Government-Sponsored Enterprise Bonds (AAA ratings), Corporate Securities (AA ratings) and Municipal Bonds (AAA, AA, and AA+ ratings) with average maturities of 2.41 years, 0.47 years and 2.20 years respectively.

The District has engaged the services of a registered Investment Advisor (providing financial advisory and asset management services) to receive financial advice and to assist in the management of these funds, including the buying and selling of securities held in such portfolio. The funds' December 31, 2021 statement indicated that, (i) the source for security ratings is the best rating from the three major rating agencies, (ii) when only one agency rating is available, that rating will be used, (iii) when no rating is available, the security will be classified as non-rated (NR), (iv) securities that hold ratings below investment grade (lower than BBB) will be referenced as BIG, (v) regardless of a security's rating, if it is pre-funded, it is shown as PREF, (vi) short-term Federal Agency Obligations are obligations of US Government-sponsored enterprises (GSEs), which are typically rated AAA, (vii) GSEs have a long-term AA+ rating by the major rating agencies, and (viii) short-term obligation of GSEs that are not explicitly rated are regarded as AA+ quality.

NOTE 4 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

<u>Governmental Activities</u>	Balance - December 31, 2020	Additions	Retirements	Balance - December 31, 2021	Due Within One Year
Bonds Payable:					
Limited Tax General Obligation Bonds:					
Series 2019A	\$ 19,310,000	\$ -	\$ -	\$ 19,310,000	\$ -
Series 2019A - Premium	451,914	-	21,227	430,687	-
Series 2019B	4,575,000	-	-	4,575,000	-
Accrued interest on Series 2019B Bonds	353,714	369,653	-	723,367	-
Total Bonds Payable	<u>24,690,628</u>	<u>369,653</u>	<u>21,227</u>	<u>25,039,054</u>	<u>-</u>
Other Debts:					
Developer Advances	5	-	-	5	-
Total Long-Term Obligations	<u>\$ 24,690,633</u>	<u>\$ 369,653</u>	<u>\$ 21,227</u>	<u>\$ 25,039,059</u>	<u>\$ -</u>

The details of the District's long-term obligations are as follows:

**RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

The District issued **Limited Tax General Obligation Bonds, Series 2019A** (the “Senior Bonds”) and **Subordinate Limited Tax General Obligation Bonds, Series 2019B** (the “Subordinate Bonds” and together with the Senior Bonds, the “Bonds”) on December 20, 2019, in the amounts of \$19,310,000 and \$4,575,000, respectively.

Use of Proceeds

Proceeds from the sale of the Bonds were used to finance certain public infrastructure. A portion of the proceeds of the Senior Bonds were also used to fund: (a) the Reserve Fund, (b) capitalized interest, and (c) the costs of issuing the Bonds.

Optional Redemption

Both the Senior Bonds and the Subordinate Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2024 and on any date thereafter, upon payment of par, accrued interest, and a redemption premium of a percentage of the principal amount redeemed, as follows:

Date of Redemption	Redemption Premium
December 1, 2024 to November 30, 2025	3.00%
December 1, 2025 to November 30, 2026	2.00
December 1, 2026 to November 30, 2027	1.00
December 1, 2027 and thereafter	0.00

Senior Bonds Details

The Senior Bonds bear interest at 5%, payable semi-annually to the extent of Senior Pledged Revenue available on June 1 and December 1 (“Interest Payment Dates”), beginning on June 1, 2020. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2025. The Bonds mature on December 1, 2049.

To the extent principal of any Senior Bond is not paid when due, such principal will remain outstanding until paid. To the extent interest on any Senior Bond is not paid when due, such unpaid interest will compound semi-annually on each Interest Payment Date.

Senior Pledged Revenue

The Senior Bonds are secured by and payable from the Senior Pledged Revenue consisting of the following revenues, net of any costs of collection:

- (a) all Senior Property Tax Revenues;
- (b) all Senior Specific Ownership Tax Revenues; and
- (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Senior Bond Fund.

Senior Property Tax Revenues

Senior Property Tax Revenues means all moneys derived from imposition by the District of the Senior Required Mill Levy. Senior Property Tax Revenues are net of the costs of collection and any tax refunds or abatements authorized by or on behalf of the County.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Senior Required Mill Levy

The District has covenanted to impose a Senior Required Mill Levy each year in an amount sufficient to pay the principal of, premium if any, and interest on the Senior Bonds as they become due and payable and to replenish the Reserve Fund to the Reserve Requirement, but not in excess of 39 mills (subject to adjustment for changes in the method of calculating assessed valuation occurring after January 1, 2014) less the then-applicable Permitted O&M Mill Levy. However, for so long as the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, the Senior Required Mill Levy will be 39 mills (subject to adjustment) less the then-applicable Permitted O&M Mill Levy. The Permitted O&M Mill Levy is generally the maximum mill levy needed to generate property taxes, net of collection costs, in the amount of \$50,000 for 2020 and inflated 1% per year thereafter.

Reserve Fund

The Senior Bonds are also secured by amounts on deposit in the Reserve Fund, which were funded with proceeds of the Senior Bonds in the amount of \$1,549,250.

Surplus Fund

Senior Pledged Revenue that is not needed to pay debt service on the Senior Bonds in any year will be deposited to and held in the Surplus Fund, up to the Maximum Surplus Amount of \$780,000. Amounts on deposit in the Surplus Fund (if any) on the final maturity date of the Senior Bonds will be applied to the payment of the Senior Bonds.

Subordinate Bonds Details

The Subordinate Bonds bear interest at 7.5% and are structured as “cash flow” bonds, meaning that no regularly scheduled payments of principal are due on the Subordinate Bonds prior to their maturity date. Rather, principal on the Subordinate Bonds is payable annually on each December 15 from, and to the extent of, Subordinate Pledged Revenue. Interest on the Subordinate Bonds is payable on each December 15, commencing December 15, 2020, to the extent of the Subordinate Pledged Revenue. Accrued unpaid interest on the Subordinate Bonds will compound annually on each December 15.

In the event that any amount of principal of or interest on the Subordinate Bonds remains unpaid on December 15, 2059, the Subordinate Bonds will be deemed discharged.

Subordinate Pledged Revenue

The Subordinate Bonds are secured by and payable from the Subordinate Pledged Revenue, consisting of the following revenues, net of any costs of collection:

- (a) all Subordinate Property Tax Revenues;
- (b) all Subordinate Specific Ownership Tax Revenues; and
- (c) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Subordinate Bond Fund.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Subordinate Property Tax Revenues

Subordinate Property Tax Revenues include all moneys derived from imposition by the District of the Subordinate Required Mill Levy. Subordinate Property Tax Revenues are net of the costs of collection and any tax refunds or abatements authorized by or on behalf of the County.

Subordinate Required Mill Levy

The District has covenanted to impose a Subordinate Required Mill Levy in the amount of (i) 39 mills (subject to adjustment for changes in the method of calculating assessed valuation occurring after January 1, 2014) less the Senior Required Mill and less the then-applicable Permitted O&M Mill Levy, or (ii) such lesser mill levy that will generate Subordinate Property Tax Revenues which will pay the Subordinate Bonds in full. As a result, the Subordinate Required Mill Levy will be zero at any time that the Senior Required Mill Levy, together with the then-applicable Permitted O&M Mill Levy, is equal to 39 mills, as adjusted.

2019A Senior Bonds Debt Service

The outstanding principal and interest of the 2019A Senior Bonds are due as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 965,500	\$ 965,500
2023	-	965,500	965,500
2024	-	965,500	965,500
2025	60,000	965,500	1,025,500
2026	220,000	962,500	1,182,500
2027 – 2031	1,815,000	4,591,000	6,406,000
2032 – 2036	2,680,000	4,055,000	6,735,000
2037 – 2041	3,775,000	3,282,000	7,057,000
2042 – 2046	5,230,000	2,199,500	7,429,500
2047 – 2049	5,530,000	638,250	6,168,250
Total	<u>\$ 19,310,000</u>	<u>\$ 19,590,250</u>	<u>\$ 38,900,250</u>

The annual debt service requirements on the 2019B Subordinate Bonds are not currently determinable since they are payable only from available Subordinate Pledged Revenue.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Authorized Debt

At December 31, 2021, the District had authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized on May 6, 2014	Authorization Used for 2019 Bonds	Authorized But Unissued
Water	\$ 93,000,000	\$ 3,956,432	\$ 89,043,568
Sanitation/Stormwater	93,000,000	6,261,698	86,738,302
Streets	93,000,000	14,138,890	78,861,110
Parks and Recreation	93,000,000	-	93,000,000
Public Transportation	93,000,000	-	93,000,000
Fire Protection	93,000,000	-	93,000,000
Mosquito Control	93,000,000	-	93,000,000
Safety Protection	93,000,000	-	93,000,000
Security	93,000,000	-	93,000,000
TV Relay and Translation	93,000,000	-	93,000,000
Operation and Maintenance	93,000,000	-	93,000,000
Debt Refunding	93,000,000	-	93,000,000
Intergovernmental Agreements	93,000,000	-	93,000,000
Private Agreements	93,000,000	-	93,000,000
Special Assessments	93,000,000	-	93,000,000
Total	<u>\$ 1,395,000,000</u>	<u>\$ 24,357,020</u>	<u>\$ 1,370,642,980</u>

Pursuant to the Service Plan, the maximum general obligation indebtedness for all of Financing Districts combined is not to exceed \$93,000,000.

NOTE 5 NET POSITION

The District has net position consisting of one component – unrestricted.

The District has a deficit in unrestricted net position because it carries a bond payable that was issued to finance public improvements that were either conveyed to other governmental entity or were transferred to District No.1.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 6 AGREEMENTS/RESOLUTIONS

District Coordinating Services Agreement (District Nos. 1-4)

Effective as of January 1, 2018, the Districts entered into a District Coordinating Services Agreement (the "Coordinating Services Agreement") for the purpose of establishing the respective obligations of the Districts with respect to the coordination, oversight, and funding of certain administrative costs of the Districts, and costs related to the continued operation and maintenance of certain of the Public Improvements within such Districts. Pursuant to the Coordinating Services Agreement, District No. 1 was designated as the "coordinating district" (the "Coordinating District"). The District, District No. 3, and District No. 4 were each designated as "financing districts" (the "Financing Districts").

Common Finance Plan Resolution and Infrastructure Acquisition and Reimbursement Agreement

On December 5, 2019, District No. 1 and the District adopted a Joint Resolution Regarding Intent to Implement Common Plan of Finance (the "Common Finance Plan Resolution"), pursuant to which: (a) the District and District No. 1 declared their mutual intent to implement the common plan of finance set forth and approved in the Service Plan to fund or reimburse from the Bonds all or a portion of the capital costs related to the Public Improvements to serve RainDance; and (b) The District declared its intent, upon issuance of the Bonds, to transfer all available proceeds to District No. 1 for the payment of such costs, including amounts owed by District No. 1, pursuant to certain Reimbursement Agreement.

District No. 1 and the Developer have entered into an Infrastructure Acquisition and Reimbursement Agreement dated March 1, 2018 (the "Reimbursement Agreement"). Pursuant to the Reimbursement Agreement, it is acknowledged that the Developer has incurred certain costs related to the public infrastructure for the benefit of RainDance community, and may incur additional costs related thereto during a period when District No. 1 is unable to fund such costs, and District No. 1 and the Developer desire to establish terms and conditions under which District No. 1 (a) shall reimburse the Developer for any and all costs of any kind related to the provision of the Public Improvements that may be lawfully funded by District No. 1 under the Special District Act and the Service Plan (collectively, "District Eligible Costs") which are subject to an Accountant's Cost Certification and Engineer's Cost Certification ("Certified District Eligible Costs") to the extent constituting repayment obligations under the Reimbursement Agreement; (b) may acquire any such Public Improvements constructed for the benefit of RainDance community that are to be owned by District No. 1 from the Developer and shall pay Certified District Eligible Costs; and (c) shall reimburse the Developer for Certified District Eligible Costs incurred by the Developer for Public Improvements that are being dedicated to the Town or other governmental entities.

RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 7 RELATED PARTIES

The Developer of the property which constitutes the District is RainDance Land Company, LLC, a Delaware limited liability company (Developer). Certain members of the Board of Directors of the District are officers or employees of or related to the Developer or an entity affiliated with the Developer or the majority owner of the Developer, and may have conflicts of interest in dealing with the District.

NOTE 8 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 9 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue. On May 6, 2014, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The District transfers its net operating revenue to District No. 1. Therefore, the Emergency Reserves related to the District's revenues are reported in District No. 1.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS (CONTINUED)

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**RAINDANCE METROPOLITAN DISTRICT NO. 2
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 18,784	\$ 18,779	\$ (5)
Specific Ownership Taxes	939	944	5
Interest Income	15,000	-	(15,000)
Total Revenues	<u>34,723</u>	<u>19,723</u>	<u>(15,000)</u>
EXPENDITURES			
Investment Advisory Fee	8,500	3,906	4,594
Bond interest Senior Bonds	965,500	965,500	-
County Treasurer's Fees	282	282	-
Contingency	25,718	13,347	12,371
Paying Agent Fees	-	2,500	(2,500)
Total Expenditures	<u>1,000,000</u>	<u>985,535</u>	<u>14,465</u>
NET CHANGE IN FUND BALANCES	(965,277)	(965,812)	(535)
Fund Balances - Beginning of Year	<u>3,547,432</u>	<u>3,551,110</u>	<u>3,678</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 2,582,155</u></u>	<u><u>\$ 2,585,298</u></u>	<u><u>\$ 3,143</u></u>

**RAINDANCE METROPOLITAN DISTRICT NO. 2
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31,	\$19,310,000 Limited Tax General Obligation Bonds Series 2019A Interest 5.00% Dated December 20, 2019 Interest Payable June 1 and December 1 Principal Payable December 1		
	Principal	Interest	Total
2022	\$ -	\$ 965,500	\$ 965,500
2023	-	965,500	965,500
2024	-	965,500	965,500
2025	60,000	965,500	1,025,500
2026	220,000	962,500	1,182,500
2027	300,000	951,500	1,251,500
2028	340,000	936,500	1,276,500
2029	355,000	919,500	1,274,500
2030	400,000	901,750	1,301,750
2031	420,000	881,750	1,301,750
2032	465,000	860,750	1,325,750
2033	490,000	837,500	1,327,500
2034	540,000	813,000	1,353,000
2035	565,000	786,000	1,351,000
2036	620,000	757,750	1,377,750
2037	650,000	726,750	1,376,750
2038	710,000	694,250	1,404,250
2039	745,000	658,750	1,403,750
2040	815,000	621,500	1,436,500
2041	855,000	580,750	1,435,750
2042	925,000	538,000	1,463,000
2043	970,000	491,750	1,461,750
2044	1,050,000	443,250	1,493,250
2045	1,100,000	390,750	1,490,750
2046	1,185,000	335,750	1,520,750
2047	1,245,000	276,500	1,521,500
2048	1,335,000	214,250	1,549,250
2049	2,950,000	147,500	3,097,500
	<u>\$ 19,310,000</u>	<u>\$ 19,590,250</u>	<u>\$ 38,900,250</u>

**ANNUAL INFORMATION REQUIRED
BY THE CONTINUING DISCLOSURE AGREEMENT
RELATED TO THE LIMITED TAX GENERAL
OBLIGATION BONDS, SERIES 2019A AND B (“2019 CDA”)**

**RAINDANCE METROPOLITAN DISTRICT NO. 2
OTHER INFORMATION FOR 2019 CDA
DECEMBER 31, 2021**

Year Ended December 31,		Assessed Valuation	Percent Change	Mill Levy			Total Property Taxes		Percent Collected to Levied
Levy Year	Collection Year			General	Debt Service	Total	Levied	Collected	
2016	2017	\$ 24,564,800	878.50 %	39.000	0.000	39.000	\$ 958,027	\$ 958,027	100.00 %
2017	2018	7,948,670	(67.64)	39.000	0.000	39.000	309,998	309,998	100.00
2018	2019	1,806,860	(77.27)	39.000	0.000	39.000	70,468	70,468	100.00
2019	2020	1,068,210	(40.88)	43.418	0.000	43.418	46,380	46,380	100.00
2020	2021	1,771,450	65.83	29.191	10.604	39.795	70,494	74,458	105.62
Estimated for Year Ending December 31,									
2021	2022	\$ 8,183,850	666.13 %	6.327	34.279	40.606	\$ 332,313		

**RAINDANCE METROPOLITAN DISTRICT NO. 3
Weld County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**RAINDANCE METROPOLITAN DISTRICT NO. 3
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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

**RAINDANCE METROPOLITAN DISTRICT NO. 3
STATEMENT OF NET POSITION
DECEMBER 31, 2021**

	Governmental Activities
ASSETS	
Cash and Investments	\$ 472
Cash and Investments - Restricted	2,479,921
Receivable from County Treasurer	2,394
Due from District No. 1	34,041
Interest Receivable	6,656
Property Tax Receivable	1,031,540
Total Assets	3,555,024
LIABILITIES	
Due to District No. 1	680
Accrued Bonds Interest Payable	78,823
Noncurrent Liabilities:	
Due in More Than One Year	20,222,128
Total Liabilities	20,301,631
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax Revenue	1,031,540
Total Deferred Inflows of Resources	1,031,540
NET POSITION	
Restricted for:	
Debt Service	88,178
Unrestricted	(17,866,325)
Total Net Position	\$ (17,778,147)

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 61,972	\$ -	\$ -	\$ -	\$ (61,972)
Interest and Related Costs on Long-Term Debt	1,246,436	-	-	417,500	(828,936)
Total Governmental Activities	\$ 1,308,408	\$ -	\$ -	\$ 417,500	(890,908)
GENERAL REVENUES					
Property Taxes					576,277
Specific Ownership Taxes					28,944
Interest Income					144
Total General Revenues					605,365
CHANGE IN NET POSITION					
					(285,543)
					Net Position - Beginning of Year (Restated)
					(17,492,604)
					NET POSITION - END OF YEAR
					\$ (17,778,147)

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash and Investments	\$ 472	\$ -	\$ -	\$ 472
Cash and Investments - Restricted	-	2,479,921	-	2,479,921
Receivable from County Treasurer	213	2,181	-	2,394
Due from District No. 1	-	34,041	-	34,041
Interest Receivable	-	6,656	-	6,656
Property Tax Receivable	51,504	980,036	-	1,031,540
	<u>\$ 52,189</u>	<u>\$ 3,502,835</u>	<u>\$ -</u>	<u>\$ 3,555,024</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Due to District No. 1	\$ 680	\$ -	\$ -	\$ 680
Total Liabilities	<u>680</u>	<u>-</u>	<u>-</u>	<u>680</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred Property Tax Revenue	51,504	980,036	-	1,031,540
Total Deferred Inflows of Resources	<u>51,504</u>	<u>980,036</u>	<u>-</u>	<u>1,031,540</u>
FUND BALANCES				
Restricted:				
Debt Service	-	2,522,799	-	2,522,799
Unrestricted:				
General Government	5	-	-	5
Total Fund Balances	<u>5</u>	<u>2,522,799</u>	<u>-</u>	<u>2,522,804</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 52,189</u>	<u>\$ 3,502,835</u>	<u>\$ -</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not recorded as liabilities in the funds.

Accrued Bonds Interest Payable	(1,010,946)
Bonds Payable	(19,290,000)
Developer Advance Payable	(5)
Subtotal	<u>(20,300,951)</u>

Net Position of Governmental Activities	<u>\$ (17,778,147)</u>
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See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Property Taxes	\$ 51,320	\$ 524,957	\$ -	\$ 576,277
Specific Ownership Taxes	2,575	26,369	-	28,944
Interest Income	144	-	-	144
Facilities Fees	-	417,500	-	417,500
Total Revenues	<u>54,039</u>	<u>968,826</u>	<u>-</u>	<u>1,022,865</u>
EXPENDITURES				
Bond interest - Series 2018A	-	945,875	-	945,875
County Treasurer's Fees	772	7,896	-	8,668
Investment Advisory Fees	-	3,853	-	3,853
Paying agent fees	-	6,000	-	6,000
Contingency	-	7,253	-	7,253
Transfer to District No. 1	53,267	-	37	53,304
Total Expenditures	<u>54,039</u>	<u>970,877</u>	<u>37</u>	<u>1,024,953</u>
NET CHANGE IN FUND BALANCES	-	(2,051)	(37)	(2,088)
Fund Balances - Beginning of Year	<u>5</u>	<u>2,524,850</u>	<u>37</u>	<u>2,524,892</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 5</u></u>	<u><u>\$ 2,522,799</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,522,804</u></u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Governmental Funds \$ (2,088)

Amounts reported for governmental activities in the statement of activities are different because:

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Bonds - Change in Liability (283,455)

Change in Net Position of Governmental Activities \$ (285,543)

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 51,320	\$ 51,320	\$ 51,320	\$ -
Specific Ownership Taxes	2,566	2,575	2,575	-
Interest Income		145	144	(1)
Total Revenues	<u>53,886</u>	<u>54,040</u>	<u>54,039</u>	<u>(1)</u>
EXPENDITURES				
County Treasurer's Fees	770	772	772	-
Transfer to District No. 1	<u>53,116</u>	<u>53,268</u>	<u>53,267</u>	<u>1</u>
Total Expenditures	<u>53,886</u>	<u>54,040</u>	<u>54,039</u>	<u>1</u>
NET CHANGE IN FUND BALANCE	-	-	-	-
Fund Balance - Beginning of Year	<u>5</u>	<u>5</u>	<u>5</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ -</u></u>

See accompanying Notes to Basic Financial Statements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 1 DEFINITION OF REPORTING ENTITY

Raindance Metropolitan District No. 3 (the District), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree issued by the District Court in and for Weld County, Colorado, on June 6, 2014, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide financing for the planning, design, acquisition, construction, installation, relocation, redevelopment, operations, and maintenance of the public improvements within the District including streets, parks and recreation, water and wastewater facilities, transportation, mosquito control, safety protection, fire protection, television relay and translation, and security. The District was organized in conjunction with three other related metropolitan districts – RainDance Metropolitan Districts No. 1, No. 2, and No. 4. RainDance Metropolitan District No. 1 serves as the Operating District which is responsible for coordinating the financing, construction, and maintenance of all Public Improvements and other services needed for RainDance Metropolitan District Nos. 2 - 4 (Financing Districts, and together with the District, the “Districts,”) which are responsible for providing the tax base needed to support financing of capital improvements and operations and maintenance.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization’s elected governing body as the basic criterion for including a possible component governmental organization in a primary government’s legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization’s governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

The District has no employees and all operations and administrative functions are contracted.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal, interest and other costs related to the Series 2018 Bonds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its annual budget for the year ended December 31,2021.

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is always set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and, generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

In the government-wide financial statements, fund equity is classified as net position. Net position may be classified into three components: net investment in capital assets, restricted and unrestricted.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the board of directors. The constraint may be removed or changed only through formal action of the board of directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the board of directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 472
Cash and Investments - Restricted	<u>2,479,921</u>
Total Cash and Investments	<u><u>\$ 2,480,393</u></u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 5,253
Investments	<u>2,475,140</u>
Total Cash and Investments	<u><u>\$ 2,480,393</u></u>

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank balance and carrying balance of \$5,253.

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- * Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- * General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

Fair Value Measurement and Application

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs, and Level 3 inputs are significant unobservable inputs. Investments not measured at fair value and not categorized include governmental money market funds (PFM Funds Governmental Select series), money market funds (generally held by Bank Trust Departments in their role as paying agent or trustee), CSAFE (which are recorded at amortized cost), and COLOTRUST (which are recorded at net asset value).

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted Average Under 60 Days	\$ 965,066
U.S. Treasury/Government-Sponsored Enterprises (GSEs)	Average 1.60 years	867,523
Corporate Bonds/Money Market Securities	Average 1.96 years	331,641
Municipal Bonds	Average 2.42 years	310,910
Total		<u>\$ 2,475,140</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

COLOTRUST

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

US Treasury/Government-Sponsored Enterprises, Money Market Securities and Municipal Bonds

Debt service monies held in trust by UMB Bank in the Debt Reserve Fund were invested in US Treasury/Government-Sponsored Enterprise Bonds (AAA ratings), Corporate Bonds and Money Market Securities (AAA ratings), and Municipal Bonds (AAA and AA ratings) with average maturities of 1.60 years, 1.96 years and 2.42 years respectively.

The District has engaged the services of a registered Investment Advisor (providing financial advisory and asset management services) to receive financial advice and to assist in the management of these funds, including the buying and selling of securities held in such portfolio. The funds' December 31, 2021 statement indicated that, (i) the major source for security ratings is the best rating from the major rating agencies, (ii) when only one agency rating is available, that rating will be used, (iii) when no rating is available, the security will be classified as non-rated (NR), (iv) securities that hold ratings below investment grade (lower than BBB) will be referenced as BIG, (v) regardless of a security's rating, if it is pre-funded, it is shown as PREF, (vi) short-term Federal Agency Obligations are obligations of US Government-sponsored enterprises (GSEs), which are typically rated AAA, (vii) GSEs have a long-term AA+ rating by the major rating agencies, and (viii) short-term obligation of GSEs that are not explicitly rated are regarded as AA+ quality.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

<u>Governmental Activities</u>	Balance - December 31, 2020	Additions	Retirements	Balance - December 31, 2021	Due Within One Year
Bonds Payable:					
Limited Tax General					
Obligation Bonds:					
Series 2018A	\$ 16,450,000	\$ -	\$ -	\$ 16,450,000	\$ -
Series 2018B	2,840,000	-	-	2,840,000	-
Accrued interest on					
Series 2018B Bonds	648,668	283,455	-	932,123	-
Total Bonds Payable	<u>19,938,668</u>	<u>283,455</u>	<u>-</u>	<u>20,222,123</u>	<u>-</u>
Other Debts:					
Developer Advances	5	-	-	5	-
Total Long-Term Obligations	<u><u>\$ 19,938,673</u></u>	<u><u>\$ 283,455</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 20,222,128</u></u>	<u><u>\$ -</u></u>

The details of the District's long-term obligations are as follows:

Limited Tax General Obligation Bonds, Series 2018A (the Senior Bonds) and **Subordinate Limited Tax General Obligation Bonds, Series 2018B** (the Subordinate Bonds, and together with the 2018A Senior Bonds, the Bonds).

Bond Details

The District issued the Bonds on May 17, 2018, in the amounts of \$16,450,000 for the 2018A Senior Bonds and \$2,840,000 for the 2018B Subordinate Bonds. Proceeds from the sale of the Bonds were applied to fund and reimburse a portion of the costs of certain public improvements. A portion of the proceeds from the sale of the 2018A Senior Bonds were applied to: (i) fund capitalized interest on the 2018A Senior Bonds; (ii) fund the Senior Reserve Fund; and (iii) pay the costs of issuing the Bonds.

The 2018A Senior Bonds bear interest at 5.75%, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2018. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2023. The 2018A Senior Bonds mature on December 1, 2047. To the extent the 2018A Senior Bonds are not paid when due, the unpaid principal will continue to bear interest and the unpaid interest will compound semiannually on each June 1 and December 1 until the total repayment obligation of the District for the 2018A Senior Bonds equals the amount permitted by law and the District's electoral authorization.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Bond Details (Continued)

The 2018B Subordinate Bonds bear interest at 8.125% and mature on December 15, 2047. The 2018B Subordinate Bonds constitute subordinate “cash flow” bonds, meaning that no regularly scheduled principal payments are due prior to the maturity date, and interest payments not paid when due will accrue and compound until sufficient Subordinate Pledged Revenue is available for payment. Principal and interest payments are due on the 2018B Subordinate Bonds on each December 15 only to the extent Subordinate Pledged Revenue is available. In the event that Subordinate Pledged Revenue is insufficient to pay the 2018B Subordinate Bonds, the unpaid principal will continue to bear interest and the unpaid interest will compound annually on December 15 until the total repayment obligation of the District for the 2018B Subordinate Bonds equals the amount permitted by law and the Election. Any amounts due and owing on the 2018B Subordinate Bonds remaining outstanding after the application of all Subordinate Pledged Revenue available on December 15, 2057, shall be deemed discharged and shall no longer be due and outstanding.

Optional Redemption

The 2018A Senior Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2023, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed, as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 1, 2023, to November 30, 2024	3.00%
December 1, 2024, to November 30, 2025	2.00
December 1, 2025, to November 30, 2026	1.00
December 1, 2026, and thereafter	0.00

The 2018B Subordinate Bonds are subject to redemption prior to maturity, at the option of the District, on December 15, 2023, and on any date thereafter, upon payment of par, accrued interest, and a redemption premium equal to a percentage of the principal amount so redeemed, as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 15, 2023, to December 14, 2024	3.00%
December 15, 2024, to December 14, 2025	2.00
December 15, 2025, to December 14, 2026	1.00
December 15, 2026, and thereafter	0.00

Pledged Revenue

The 2018A Senior Bonds are payable solely from and to the extent of Senior Pledged Revenue, defined in the 2018A Senior Indenture as the following, net of any costs of collection: (i) all Senior Property Tax Revenues; (ii) all Senior Specific Ownership Tax Revenues; (iii) all Capital Fees, including the Facility Fees; and (iv) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Senior Bond Fund. The 2018A Senior Bonds are additionally secured by the Senior Reserve Fund and by amounts in the Senior Surplus Fund, if any.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Pledged Revenue (Continued)

The 2018B Subordinate Bonds are payable solely from and to the extent of the Subordinate Pledged Revenue defined generally in the 2018B Subordinate Indenture as the following, net of any costs of collection: (i) all Subordinate Property Tax Revenues; (ii) all Subordinate Specific Ownership Tax Revenues; (iii) all Subordinate Capital Fee Revenue (meaning any Capital Fees remaining after deduction of any amounts applied to the payment of the 2018A Senior Bonds); (iv) any amounts in the Senior Surplus Fund upon the termination of such fund pursuant to the Senior Indenture; and (v) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Subordinate Bond Fund.

Property Tax Revenues

“Senior Property Tax Revenues” are generally defined as all moneys derived from imposition by the District of the Senior Required Mill Levy and are net of the costs of collection and any tax refunds or abatements authorized by or on behalf of the County.

“Subordinate Property Tax Revenues” are defined as all moneys derived from imposition by the District of the Subordinate Required Mill Levy and are net of the costs of collection and any tax refunds or abatements authorized by or on behalf of the County.

2018A Senior Bonds Debt Service

The outstanding principal and interest of the 2018A Senior Bonds are due as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ -	\$ 945,875	\$ 945,875
2023	80,000	945,875	1,025,875
2024	195,000	941,275	1,136,275
2025	215,000	930,063	1,145,063
2026	250,000	917,700	1,167,700
2027 – 2031	1,625,000	4,346,425	5,971,425
2032 – 2036	2,515,000	3,783,213	6,298,213
2037 – 2041	3,655,000	2,936,813	6,591,813
2042 – 2046	5,225,000	1,716,088	6,941,088
2047	2,690,000	154,675	2,844,675
Total	<u>\$ 16,450,000</u>	<u>\$ 17,618,000</u>	<u>\$ 34,068,000</u>

The annual debt service requirements on the 2018B Subordinate Bonds are not currently determinable since they are payable only from available Subordinate Pledged Revenue.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 4 LONG-TERM OBLIGATIONS (CONTINUED)

Authorized Debt

At December 31, 2021, the District had authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized on May 6, 2014	Authorization Used for 2018 Bonds	Authorized But Unissued
Water	\$ 93,000,000	\$ 3,245,924	\$ 89,754,076
Sanitation/Stormwater	93,000,000	3,929,452	89,070,548
Streets	93,000,000	12,038,407	80,961,593
Parks and Recreation	93,000,000	75,000	92,925,000
Public Transportation	93,000,000	-	93,000,000
Fire Protection	93,000,000	-	93,000,000
Mosquito Control	93,000,000	-	93,000,000
Safety Protection	93,000,000	1,217	92,998,783
Security	93,000,000	-	93,000,000
TV Relay and Translation	93,000,000	-	93,000,000
Operation and Maintenance	93,000,000	-	93,000,000
Debt Refunding	93,000,000	-	93,000,000
Intergovernmental Agreements	93,000,000	-	93,000,000
Private Agreements	93,000,000	-	93,000,000
Special Assessments	93,000,000	-	93,000,000
Total	<u>\$ 1,395,000,000</u>	<u>\$ 19,290,000</u>	<u>\$ 1,375,710,000</u>

Pursuant to the Service Plan, the maximum general obligation indebtedness for all of Financing Districts combined is not to exceed \$93,000,000.

NOTE 5 NET POSITION

The District has net position consisting of two components – restricted and unrestricted.

Restricted net position includes assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2021 as follows:

Restricted Net Position	<u>Governmental Activities</u>
Debt Service	\$ 88,178
Total Restricted Net Position	<u>\$ 88,178</u>

The District has a deficit in unrestricted net position because it carries a bond payable that was issued to finance public improvements that were either conveyed to other governmental entity or were transferred to District No.1

**RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 6 AGREEMENTS

District Coordinating Services Agreement (District Nos. 1-4)

Effective as of January 1, 2018, the Districts entered into a District Coordinating Services Agreement (the Coordinating Services Agreement) for the purpose of establishing the respective obligations of the Districts with respect to the coordination, oversight, and funding of certain administrative costs of the Districts, and costs related to the continued operation and maintenance of certain of the Public Improvements within such Districts. Pursuant to the Coordinating Services Agreement, District No. 1 was designated as the “coordinating district” (the Coordinating District). The District, District No. 2, and District No. 4 were each designated as “financing districts” (the Financing Districts).

Common Finance Plan Resolution

On March 27, 2018, District No. 1 and the District adopted a Joint Resolution Regarding Intent to Implement Common Plan of Finance (the Common Finance Plan Resolution), pursuant to which: (i) the District and District No. 1 declared their mutual intent to implement the common plan of finance set forth and approved in the Service Plan to fund or reimburse all or a portion of the capital costs related to the Public Improvements to serve Raindance from the Bonds; and (ii) the District declared its intent, upon issuance of the Bonds, to transfer all available revenues to District No. 1 for the payment of such costs, including amounts owed by District No. 1, pursuant to certain Reimbursement Agreements.

NOTE 7 RELATED PARTIES

The Developer of the property which constitutes the District is RainDance Land Company, LLC, a Delaware limited liability company (Developer). Certain members of the Board of Directors of the District are officers or employees of or related to the Developer or an entity affiliated with the Developer or the majority owner of the Developer, and may have conflicts of interest in dealing with the District.

NOTE 8 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials’ liability, boiler and machinery, and workers’ compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property and public officials’ liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

RAINDANCE METROPOLITAN DISTRICT NO. 3
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021

NOTE 9 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue. On May 6, 2014, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases. The District transfers its net operating revenue to District No. 1. Therefore, the Emergency Reserves related to the District's revenues are reported in District No. 1.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**RAINDANCE METROPOLITAN DISTRICT NO. 3
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property Taxes	\$ 524,954	\$ 524,954	\$ 524,957	\$ 3
Specific Ownership Taxes	26,248	26,248	26,369	121
Interest Income	15,000	15,000	-	(15,000)
Facilities Fees	678,100	678,100	417,500	(260,600)
Total Revenues	<u>1,244,302</u>	<u>1,244,302</u>	<u>968,826</u>	<u>(275,476)</u>
EXPENDITURES				
County Treasurer's Fees	7,874	7,874	7,896	(22)
Paying Agent Fees	5,500	5,500	6,000	(500)
Investment Advisory Fees	6,000	6,000	3,853	2,147
Bond Interest - Series 2018A	945,875	945,875	945,875	-
Contingency	-	9,751	7,253	2,498
Total Expenditures	<u>965,249</u>	<u>975,000</u>	<u>970,877</u>	<u>4,123</u>
NET CHANGE IN FUND BALANCE	279,053	269,302	(2,051)	(271,353)
Fund Balance - Beginning of Year	<u>2,516,000</u>	<u>2,516,000</u>	<u>2,524,850</u>	<u>8,850</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 2,795,053</u></u>	<u><u>\$ 2,785,302</u></u>	<u><u>\$ 2,522,799</u></u>	<u><u>\$ (262,503)</u></u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Total Revenues	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Transfer to District No. 1	-	37	37	-
Total Expenditures	-	37	37	-
NET CHANGE IN FUND BALANCE	-	(37)	(37)	-
Fund Balance - Beginning of Year	-	37	37	-
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31,	\$16,450,000 Limited Tax General Obligation Bonds Series 2018A Interest 5.75% Dated May 17, 2018 Interest Payable June 1 and December 1 Principal Payable December 1		
	Principal	Interest	Total
2022	\$ -	\$ 945,875	\$ 945,875
2023	80,000	945,875	1,025,875
2024	195,000	941,275	1,136,275
2025	215,000	930,063	1,145,063
2026	250,000	917,700	1,167,700
2027	265,000	903,325	1,168,325
2028	300,000	888,088	1,188,088
2029	320,000	870,838	1,190,838
2030	360,000	852,438	1,212,438
2031	380,000	831,738	1,211,738
2032	430,000	809,888	1,239,888
2033	455,000	785,163	1,240,163
2034	505,000	759,000	1,264,000
2035	535,000	729,963	1,264,963
2036	590,000	699,200	1,289,200
2037	620,000	665,275	1,285,275
2038	685,000	629,625	1,314,625
2039	725,000	590,238	1,315,238
2040	790,000	548,550	1,338,550
2041	835,000	503,125	1,338,125
2042	910,000	455,113	1,365,113
2043	965,000	402,788	1,367,788
2044	1,045,000	347,300	1,392,300
2045	1,105,000	287,213	1,392,213
2046	1,200,000	223,675	1,423,675
2047	2,690,000	154,675	2,844,675
Total	<u>\$ 16,450,000</u>	<u>\$ 17,618,000</u>	<u>\$ 34,068,000</u>

**ANNUAL INFORMATION REQUIRED
BY THE CONTINUING DISCLOSURE AGREEMENT
RELATED TO THE LIMITED TAX GENERAL
OBLIGATION BONDS, SERIES 2018A AND B (2018 CDA)**

**RAINDANCE METROPOLITAN DISTRICT NO. 3
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied		Total Property Taxes		Percent Collected to Levied
		General	Debt Service	Levied	Collected	
2017	\$ 6,990	39.000	0.000	\$ 273	\$ 273	100.00 %
2018	12,930	39.000	0.000	504	504	100.00
2019	207,300	43.116	0.000	8,938	8,939	100.00
2020	4,075,930	12.389	31.029	176,969	176,970	100.00
2021	13,361,020	3.841	39.290	576,274	576,277	100.00
Estimated for Year Ending December 31, 2021	\$ 24,340,250	2.116	40.264	\$ 1,031,540		

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**TEN LARGEST TAXPAYERS WITHIN THE DISTRICT
2018 CDA FORM SECTION 4 (a) 3**

<u>Taxpayer Name</u>	<u>2021 Assessed Valuation</u>	<u>Percentage of Total Assessed Valuation \$ 24,340,250</u>
Artesia Lot Holdings LLC	\$ 1,132,860	4.65 %
Melody Homes Inc	956,380	3.93
Raindance Homestead LLC	726,690	2.99
GH Colorado LLC	287,530	1.18
Raindance Land Company LLC	147,170	0.60
Public Service CO of COLO (XCEL)	132,800	0.55
Homeowner	127,240	0.52
Homeowner	95,770	0.39
Journey Homes LLC	83,360	0.34
HPA US1 LLC	82,030	0.35
Total	\$ 3,771,830	15.50 %

**2021 ASSESSED VALUATION OF CLASSES OF PROPERTY IN THE DISTRICT
2018 CDA FORM SECTION 4 (a) 4**

<u>Property Class</u>	<u>Total Assessed Valuation</u>	<u>Percentage of Assessed Valuation</u>
Residential	\$ 18,622,820	76.51 %
Agricultural	4,530	0.02
Commercial	348,150	1.43
State Assessed	132,800	0.55
Minerals	3,030	0.02
Vacant Land	5,228,920	21.48
Total	\$ 24,340,250	100.00 %

**SENIOR DEBT TO ASSESSED RATIO
2018 CDA FORM SECTION 4 (a) 5**

Outstanding Principal Amount for Senior Debt as of December 31, 2021	\$ 16,450,000
2021 Final Assessed Valuation of the District for 2021 Collection Year	24,340,250
Senior Debt to Assessed Ratio	0.66x

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**SUMMARY OF GENERAL FUND REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
2018 CDA FORM SECTION 4 (a) 6**

	2017	2018	2019	2020	2021
REVENUES					
Property Taxes	\$ 273	\$ 504	\$ 8,939	\$ 50,497	\$ 51,320
Specific Ownership Taxes	21	39	605	2,397	2,575
Interest Income	-	-	-	34	144
Total Revenues	<u>294</u>	<u>543</u>	<u>9,544</u>	<u>52,928</u>	<u>54,039</u>
EXPENDITURES					
County Treasurer's Fees	4	8	134	758	772
Banking Fees	-	60	-	-	-
Transfer to District No. 1	290	470	9,410	52,170	53,267
Total Expenditures	<u>294</u>	<u>538</u>	<u>9,544</u>	<u>52,928</u>	<u>54,039</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>-</u>	<u>5</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	-	5	-	-	-
Fund Balances - Beginning of Year	<u>-</u>	<u>-</u>	<u>5</u>	<u>5</u>	<u>5</u>
FUND BALANCES - END OF YEAR	<u>\$ -</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 5</u>

Source: The District's unaudited financial statements for the calendar years ended December 31, 2017 and the audited financial statements for the calendar years ended December 31, 2018 through December 31, 2021.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**SUMMARY OF DEBT SERVICE FUND REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
2018 CDA FORM SECTION 4 (a) 7**

	2017	2018	2019	2020	2021
REVENUES					
Property Taxes	\$ -	\$ -	\$ -	\$ 126,473	\$ 524,957
Specific Ownership Taxes	-	-	-	6,003	26,369
Interest Income	-	45,404	90,589	52,758	-
Facilities Fees	-	282,500	820,000	647,500	417,500
Total Revenues	-	327,904	910,589	832,734	968,826
EXPENDITURES					
County Treasurer's Fees	-	-	-	1,898	7,896
Paying Agent Fees	-	-	6,000	2,500	6,000
Investment Advisory Fees	-	5,139	5,065	4,623	3,853
Bond Interest - Series 2018A	-	509,722	945,875	945,875	945,875
	-	-	-	-	7,253
Total Expenditures	-	514,861	956,940	954,896	970,877
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	(186,957)	(46,351)	(122,162)	(2,051)
OTHER FINANCING SOURCES (USES)					
Transfer from Other Funds	-	2,880,317	-	3	-
Total Other Financing Sources (Uses)	-	2,880,317	-	3	-
NET CHANGE IN FUND BALANCES	-	2,693,360	(46,351)	(122,159)	(2,051)
Fund Balances - Beginning of Year	-	-	2,693,360	2,647,009	2,524,850
FUND BALANCES - END OF YEAR	\$ -	\$ 2,693,360	\$ 2,647,009	\$ 2,524,850	\$ 2,522,799

Source: The District's unaudited financial statements for the calendar years ended December 31, 2017 and the audited financial statements for the calendar years ended December 31, 2018 through December 31, 2021.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**SUMMARY OF CAPITAL PROJECTS FUND REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
2018 CDA FORM SECTION 4 (a) 8**

	2017	2018	2019	2020	2021
REVENUES					
Interest Income	\$ -	\$ 69,938	\$ 15,247	\$ -	\$ -
Transfer from District No. 1	-	10,500	-	-	-
Series 2018A Bond Issuance	-	16,450,000	-	-	-
Series 2018B Bond Issuance	-	2,840,000	-	-	-
Total Revenues	-	19,370,438	15,247	-	-
EXPENDITURES					
Transfer to District No. 1	-	14,568,088	1,020,332	-	37
Cost of Issuance	-	916,908	-	-	-
Total Expenditures	-	15,484,996	1,020,332	-	37
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES					
	-	3,885,442	(1,005,085)	-	(37)
OTHER FINANCING SOURCES (USES)					
Transfer to Other Funds	-	(2,880,317)	-	(3)	-
Total Other Financing Sources (Uses)	-	(2,880,317)	-	(3)	-
NET CHANGE IN FUND BALANCES					
	-	1,005,125	(1,005,085)	(3)	(37)
Fund Balances - Beginning of Year	-	-	1,005,125	40	37
FUND BALANCES - END OF YEAR	\$ -	\$ 1,005,125	\$ 40	\$ 37	\$ -

Source: The District's unaudited financial statements for the calendar years ended December 31, 2017 and the audited financial statements for the calendar years ended December 31, 2018 through December 31, 2021.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**GENERAL FUND BUDGET SUMMARY
2018 CDA FORM SECTION 4 (a) 9**

	2020 Adopted Budget	2020 Year-End Actual	2021 Amended Budget	2021 Year-End Actual
REVENUES				
Property Taxes	\$ 50,497	\$ 50,497	\$ 51,320	\$ 51,320
Specific Ownership Taxes	3,535	2,397	2,575	2,575
Interest Income	-	34	145	144
Total Revenues	<u>54,032</u>	<u>52,928</u>	<u>54,040</u>	<u>54,039</u>
EXPENDITURES				
County Treasurer's Fees	757	758	772	772
Transfer to District No. 1	53,275	52,170	53,268	53,267
Total Expenditures	<u>54,032</u>	<u>52,928</u>	<u>54,040</u>	<u>54,039</u>
NET CHANGE IN FUND BALANCES	-	-	-	-
Fund Balances - Beginning of Year	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
FUND BALANCES - END OF YEAR	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>	<u><u>\$ 5</u></u>

Source: Adopted or amended budgets of the District for the calendar years ended December 31, 2020 and December 31, 2021, and the District's audited financial statements for the calendar years ended December 31, 2020 and December 31, 2021.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**DEBT SERVICE FUND BUDGET SUMMARY
2018 CDA FORM SECTION 4 (a) 10**

	2020 Amended Budget	2020 Year-End Actual	2021 Amended Budget	2021 Year-End Actual
REVENUES				
Property Taxes	\$ 126,472	\$ 126,473	\$ 524,954	\$ 524,957
Specific Ownership Taxes	8,853	6,003	26,248	26,369
Interest Income	48,251	52,758	15,000	-
Facilities Fees	500,000	647,500	678,100	417,500
Total Revenues	<u>683,576</u>	<u>832,734</u>	<u>1,244,302</u>	<u>968,826</u>
EXPENDITURES				
County Treasurer's Fees	1,897	1,898	7,874	7,896
Contingency	-	-	9,751	7,253
Investment Advisory Fees	5,500	4,623	6,000	3,853
Paying Agent Fees	6,728	2,500	5,500	6,000
Bond Interest - Series 2018A	945,875	945,875	945,875	945,875
Total Expenditures	<u>960,000</u>	<u>954,896</u>	<u>975,000</u>	<u>970,877</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(276,424)	(122,162)	269,302	(2,051)
OTHER FINANCING SOURCES (USES)				
Transfer from Other Funds	-	3	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>3</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(276,424)	(122,159)	269,302	(2,051)
Fund Balances - Beginning of Year	<u>2,604,345</u>	<u>2,647,009</u>	<u>2,516,000</u>	<u>2,524,850</u>
FUND BALANCES - END OF YEAR	<u>\$ 2,327,921</u>	<u>\$ 2,524,850</u>	<u>\$ 2,785,302</u>	<u>\$ 2,522,799</u>

Source: Adopted or amended budgets of the District for the calendar years ended December 31, 2020 and December 31, 2021, and the District's audited financial statements for the calendar years ended December 31, 2020 and December 31, 2021.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
OTHER INFORMATION FOR 2018 CDA
DECEMBER 31, 2021**

**CAPITAL PROJECTS FUND BUDGET SUMMARY
2018 CDA FORM SECTION 4 (a) 11**

	2020 Amended Budget	2020 Year-End Actual	2021 Amended Budget	2021 Year-End Actual
REVENUES				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES				
Transfer to District No. 1	-	-	37	37
Total Expenditures	<u>-</u>	<u>-</u>	<u>37</u>	<u>37</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	(37)	(37)
OTHER FINANCING SOURCES (USES)				
Transfer from Other Funds	(3)	(3)	-	-
Total Other Financing Sources (Uses)	<u>(3)</u>	<u>(3)</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(3)	(3)	(37)	(37)
Fund Balances - Beginning of Year	<u>40</u>	<u>40</u>	<u>37</u>	<u>37</u>
FUND BALANCES - END OF YEAR	<u>\$ 37</u>	<u>\$ 37</u>	<u>\$ -</u>	<u>\$ -</u>

Source: Adopted or amended budgets of the District for the calendar years ended December 31, 2020 and December 31, 2021, and the District's audited financial statements for the calendar years ended December 31, 2020 and December 31, 2021.