

When recorded return to:
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Paula Williams, Esq.

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT THE MANAGER OF THE DISTRICT, PUBLIC ALLIANCE LLC, AT (720) 213-6621 TO VERIFY PAYMENT.

RESOLUTION NO. 2024-12-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LARKRIDGE METROPOLITAN DISTRICT NO. 2 REGARDING THE IMPOSITION OF DISTRICT OPERATIONS AND MAINTENANCE FEE

A. Larkridge Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Thornton, Colorado.

B. The District, pursuant to its Second Amended and Restated Service Plan and the Intergovernmental Agreement with the City of Thornton, is authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance and provide for the operation and maintenance of certain street improvements, safety protection improvements, park and recreation improvements and related irrigation systems, and mosquito control systems.

C. Thornton 164 LLC (the “**Developer**”), as the Declarant, executed and imposed the following against property within the boundaries of the District: that certain Declaration of Restrictions and Easements dated December 7, 2006 and recorded in the official records of Adams County (the “**Records**”) at Reception No. 2006001010854 as amended by that certain First Amendment thereto dated August 16, 2017 by and among the Developer, Village Capital Corporation, and Kaiser Foundation Health Plan of Colorado and recorded at Reception No. 2017000084779 in the Records (collectively, “**REA 1**”).

D. Developer and Costco Wholesale Corporation entered into that certain Restrictions and Easements Agreement dated June 30, 2006 and recorded in the Records at Reception No. 20060630000666400 as amended by that certain First Amendment thereto dated April 22, 2021 by and among Developer, Costco Wholesale Corporation, Colton Lee Communities, LLC and Halle Properties, L.L.C. and recorded at Reception No. 2021000049495 of the Records (collectively, “**REA 2**”).

E. Developer and EPR Thornton Holdings, LLC and K1 Thornton Realty LLC entered into that certain Amended and Restated Restrictions and Easements Agreement dated May 2, 2024 and recorded in the Records at Reception No. 2024000023240 (“**REA 3**” and together with REA 1 and REA 2, the “**Developer Agreements**”).

F. The Developer Agreements appointed the Developer to perform certain maintenance responsibilities and provided for payment by the parties of the Developer Agreements for the same related to certain improvements. These Developer Agreements contemplate that the successor to ownership of certain improvements shall assume the responsibility of maintenance of such improvements.

G. The Developer has conveyed certain improvements to the District including, but not limited to, roadways, landscaping, and irrigation systems within the Property resulting in the District as the successor under the Developer Agreements (the “**Shared Public Improvements**”).

H. In lieu of the parties paying the Developer for maintenance of these Shared Public Improvements pursuant to the Developer Agreements, the parties will be subject to the fee imposed by this Resolution to be paid to the District for operation and maintenance of these Shared Public Improvements.

I. Pursuant to an assignment from the Developer to the District, the District has assumed the responsibilities of the Developer for repair and maintenance obligations of the Shared Public Improvements (the “**Assignment of Maintenance Duties**”).

J. The Assignment of Maintenance Duties under the Developer Agreements pertain to the properties subject to the Developer Agreements and are the properties subject to this Resolution (collectively, the “**Property**”).

K. Approximately 16 acres of land owned by Pedcor Investments-2017-CLXII, L.P. (“**Pedcor**”), described in the legal description attached hereto as **Exhibit A**, was excluded from the District’s boundaries in September 2024, but remains an Owner subject to a Developer Agreement and is therefore still required to pay a portion of the costs for maintenance of certain streets located within the District’s boundaries and now owned by the District.

L. The Property will benefit from the District’s operation and maintenance of the Shared Public Improvements.

M. The District is authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S., and its Service Plan to fix fees and charges for capital costs and operation and maintenance costs.

N. As successor to Developer under the Developer Agreements, the District is likewise authorized to impose a fee for repayment of the costs of maintenance of the Shared Public Improvements.

O. The District has determined that, to meet the costs associated with the Shared Public Improvements, and the cost of operating and maintaining the Shared Public Improvements, it is necessary to impose District Fees on the Property (“**District Fees**”).

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

1. The Board of Directors hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing District Fees equal to the actual expenses attributable to the Shared Public Improvements, plus the administrative fee, beginning January 1, 2025, to be collected annually the following year, beginning in 2026.
2. Beginning in 2026, the District shall prepare and deliver to the Owners an invoice for the Shared Public Improvements. Such invoice shall contain amounts for operation and maintenance, including the administrative fee. Payment will be due to the District within 30 days following the date of the invoice.
3. Failure to make payment of any District Fees due hereunder shall constitute a default in the payment of such District Fees. Upon default, Owner shall be responsible for a late payment (“**Late Payment Fee**”) as set forth in the attached **Exhibit B** – Schedule of District Fees.
4. NOTICE IS HEREBY GIVEN THAT FAILURE TO MAKE PAYMENT OF ALL PAST DUE AMOUNTS, INCLUDING INTEREST, MAY SUBJECT AN OWNER’S PROPERTY TO A LIEN PURSUANT TO Section 38-22-109(3), C.R.S., as more particularly described below and in the attached **Exhibit B** – Schedule of District Fees.
5. District Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the Districts in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Adams County, Colorado.
6. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorney fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the delinquent balance and costs of collection (including, but not limited to, reasonable attorney fees).
7. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.
8. Any inquiries pertaining to the Fees may be directed to the District’s Manager at: Public Alliance LLC, 405 Urban Street, Lakewood, Colorado 80228, phone number: 720-213-6621.
9. This Resolution shall take effect immediately upon its adoption and approval.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF PEDCOR PROPERTY

Lot 1, Larkridge Subdivision Filing No. 2 Fourth Amendment dated August 30, 2018, and recorded at Reception No. 2018000078387 on September 27, 2018 in the official records of the County of Adams, State of Colorado.

EXHIBIT B

SCHEDULE OF DISTRICT FEES

<u>District Fee Type</u>	<u>District Fee Amount</u>	<u>District Fee Billing Schedule</u>
Operations and Maintenance Fee	Amount to be determined based on actual expenses incurred in the prior year	Invoice to be sent on or before September 1, commencing in 2026 (for the 2025 actual expenses)
Administrative Fee	15% per billing cycle	
Late Payment Fee	\$15.00 per billing cycle	Upon failure to pay the Operations and Maintenance Fee and/or the Administrative Fee
Lien Process	Delinquent balance of unpaid Operations and Maintenance Fee and/or Administrative Fee; Late Payment Fees; Interest; and Costs of collection (including, but not limited to, reasonable attorneys' fees).	Upon failure to pay the delinquent balance, and pursuant to Section 38-22-109(3), C.R.S., the District may serve a Notice of Intent to File a Lien Statement (a " Lien Notice ") upon the Owner by certified mail, return receipt requested. The Lien Notice shall give notice to the Owner that District intends to perfect its lien against the property by recording a Lien Statement in the office of the Adams County Clerk and Recorder if the delinquent balance is not paid in full within thirty (30) days after the Lien Notice is served.