

# RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6

8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
(P) 303-779-5710 / (F) 303-779-0348

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<b>DATE:</b>	April 6, 2022
<b>TIME:</b>	3:00 P.M.
<b>LOCATION:</b>	<b><i>THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.</i></b>
<p>You can attend the meeting in one of the following ways:</p> <ol style="list-style-type: none"> <li>To attend via Zoom select this link (or copy link into your browser):   <a href="https://zoom.us/j/92570242692?pwd=K0QrVlEva3pPQVNWnmFnREovRFdzdz09">https://zoom.us/j/92570242692?pwd=K0QrVlEva3pPQVNWnmFnREovRFdzdz09</a> </li> <li>To attend via telephone, dial +1 253 215 8782 US (or visit <a href="https://zoom.us/j/92570242692?pwd=K0QrVlEva3pPQVNWnmFnREovRFdzdz09">https://zoom.us/j/92570242692?pwd=K0QrVlEva3pPQVNWnmFnREovRFdzdz09</a> for local numbers) and enter the following additional information: <ol style="list-style-type: none"> <li>Meeting ID: 925 7024 2692</li> <li>Passcode: 682060</li> </ol> </li> </ol>	

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Rudy Byler	President	2022 / May, 2023
Michael Kleinman	Secretary/Treasurer	2022 / May, 2023
VACANT		May, 2022
VACANT		May, 2022
VACANT		May, 2022

Note: For ease and presentation, the Rudolph Farms Metropolitan District Nos. 1 through 6 (each a “District,” and collectively, the “Districts”) will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts (“Board”) will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

### **I. ADMINISTRATIVE MATTERS**

- Present disclosures of potential conflicts of interest and confirm quorum.

- B. Confirm location of meeting and posting of meeting notices. Approve agenda.
- C. Public Comment.
- D. Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

## II. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item(s) will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Approval of November 30, 2021 Special Meeting Minutes (enclosure).
- B. **District Nos. 1-5 Only:** Ratification of Application for Exemption from Audit for 2021 (enclosures).

## III. FINANCIAL MATTERS

- A. **District No. 6 Only:** Approve and/or ratify approval of payables (enclosure).
- B. **District No. 6 Only:** Review and consider acceptance of the schedule of cash position (enclosure).
- C. **District No. 6 Only:** Discuss statutory requirements for an audit. Consider engagement of an outside accountant for the preparation of the 2021 Audit (enclosure).
- D. Other.

## IV. LEGAL MATTERS

- A. Review and Consider Approval of District Facilities Construction and Service Agreement (Master IGA) (enclosure).
- B. Review and Consider Master Services Agreement and Statement(s) of Work with CliftonLarsonAllen LLP (enclosure).

### **District No. 6 Only:**

- C. Consider Approval of Publication of Notice of Request for Proposal In accordance with the Integrated Delivery Method for Special District Public Improvements Act, §§ 32-1-1801 *et seq.*, C.R.S.
  - a. Consider Approval of Engagement of Merrick & Company for Engineering Services.
- D. Review and Consider Approval of Advance and Reimbursement Agreement (Operations and Maintenance Expenses) (enclosure).

- E. Review and Consider Approval of PIF Collection Agreement (enclosure).
  - a. Consider Approval of Engagement of CliftonLarsonAllen LLP as Collecting Agent for PIF Collection Agreement.
- F. Consider Ratification of Engagement of Bond Counsel, Underwriter, and for Financial Forecast.
  - a. Stifel Financial Corp.
  - b. Klein Alvarado Veio, P.C.
  - c. CliftonLarsonAllen LLP (enclosure).
- G. Public Hearing on Inclusion of Property into the District.
  - a. Consider Approval of Resolution to Include Property (enclosure).
- H. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**District No. 5 Only:**

- I. Public Hearing on Inclusion of Property into the District.
  - a. Consider Approval of Resolution to Include Property (enclosure).
- J. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**District No. 4 Only:**

- K. Public Hearing on Inclusion of Property into the District.
  - a. Consider Approval of Resolution to Include Property (enclosure).
- L. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**District No. 3 Only:**

- M. Public Hearing on Inclusion of Property into the District.
  - a. Consider Approval of Resolution to Include Property (enclosure).
- N. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**District No. 2 Only:**

- O. Public Hearing on Inclusion of Property into the District.
  - a. Consider Approval of Resolution to Include Property (enclosure).
- P. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**District No. 1 Only:**

- Q. Public Hearing on Inclusion of Property into the District.

- a. Consider Approval of Resolution to Exclude Property (enclosure).
- R. Public Hearing on Exclusion of Property from the District.
  - a. Consider Approval of Resolution to Exclude Property (enclosure).

**V. OTHER BUSINESS**

- A. Discuss next meeting date and confirm quorum.

**VI. ADJOURNMENT**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARDS OF DIRECTORS OF THE RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 (THE “DISTRICTS”) HELD NOVEMBER 30, 2021

A special meeting of the Boards of Directors of the Rudolph Farms Metropolitan District Nos. 1-6 (referred to hereafter as the “Boards”) was convened on Tuesday, November 30, 2021 at 11:00 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance Were:

Rudy Byler, President  
Michael Kleinman, Secretary/Treasurer

##### Also in Attendance Were:

Karlie R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.  
Lisa Johnson, Shauna D’Amato and Zach Leavitt; CliftonLarsonAllen LLP (“CLA”)  
Lisa Lyscio; Pacific North ENT

#### ADMINISTRATIVE MATTERS

**Call to Order / Confirm Quorum:** The Board meeting was called to order at 11:00 a.m. and the presence of a quorum was confirmed.

**Disclosure of Potential Conflicts of Interest:** Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Boards at least 72 hours prior to the meeting for those Directors with potential conflicts of interest. The Boards reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda.

**Meeting Location / Posting of Meeting Notices / Agenda:** The Boards reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards approved the Agenda as presented, confirmed the location of the meeting, and confirmed posting of the meeting notices.

**Public Comment:** No public was in attendance for comment.

## RECORD OF PROCEEDINGS

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**Master Service Agreement with CliftonLarsonAllen LLP and Related Statements of Work for Accounting and Management Services:** This item was deferred.

**MDs 1-5 Only - Resolution No. 2021-11-02 Approving Intergovernmental Agreement with the Colorado Special Districts Property and Liability Pool:** Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adopted Resolution No. 2021-11-02 Approving Intergovernmental Agreement with the Colorado Special Districts Property and Liability Pool.

### CONSENT AGENDA

The Board considered the following actions:

- **Minutes of the September 13, 2021 Special Meeting**
- **Resolution No. 2021-11-01 Determining Not to Provide Workers' Compensation Insurance Coverage for Uncompensated Members of the Board of Directors**

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards approved the Consent Agenda items, as listed above.

### FINANCIAL MATTERS

**MD 6 Only – Payables in the Amount of \$59,147.15:** Mr. Leavitt reviewed the claims with the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved and/or ratified the payables in the amount of \$59,147.15, as presented.

**MD 6 Only – Schedule of Cash Position:** Mr. Leavitt reviewed the schedule of cash position with the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board accepted the schedule of cash position, as presented.

### **MD 6 Only - Public Hearing on Proposed 2021 Budget Amendment:**

**Resolution No. 2021-11-03 2021 Budget Amendment and Appropriate Sums of Money:**

The public hearing to consider the proposed 2021 Budget amendment was opened.

## RECORD OF PROCEEDINGS

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It was noted that Notice stating that the Board would consider amendment of the 2021 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Mr. Leavitt noted the General Fund and the Capital Projects Fund would need to be amended.

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-11-03, Approving 2021 Budget Amendment.

### **Public Hearing on 2022 Budgets:**

#### **Resolution No. 2021-11-03 (MDs 1-5) and Resolution No. 2021-11-04 (MD 6) Approving Proposed 2022 Budgets, Certification of Mill Levies, and Appropriate Sums of Money:**

The public hearing to consider the proposed 2022 Budgets was opened.

It was noted that Notice stating that the Boards would consider adoption of the 2022 budgets and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

Mr. Leavitt presented the 2022 Budgets to the Boards.

Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards approved the 2022 Budgets and adopted Resolution No. 2021-11-03 (MDs 1-5) and Resolution No. 2021-11-04 (MD 6) Adopting 2022 Budget, Certification of Mill Levies, and Appropriate Sums of Money.

**MDs 1-5 Only – Exemption from Audit for 2021:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards appointed the District Accountant to prepare the Applications for Exemption from Audit for 2021 and authorized submittal.

## RECORD OF PROCEEDINGS

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**MD 6 Only - 2021 Audit:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board authorized staff to solicit proposals for 2021 Audit Services.

### LEGAL MATTERS

**Resolution No. 2021-11-04 (MDs 1-5) and Resolution No. 2021-11-05 (MD 6) Designating an Official Custodian for the Colorado Open Records Act:** Attorney Ogden reviewed the resolutions with the Boards. Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adopted Resolution No. 2021-11-04 (MDs 1-5) and Resolution No. 2021-11-05 (MD 6), Designating an Official Custodian for the Colorado Open Records Act.

**Official Custodian Adoption of Rules Related to Requests for Inspection of Public Records Pursuant to Colorado Open Records Act:** Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adopted the Rules Related to Requests for Inspection of Public Records Pursuant to Colorado Open Records Act.

**Election of Officers:** Attorney Ogden discussed with the Boards. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards determined to keep the current slate of officers.

**Annual Resolution No. 2021-11-05 (MDs 1-5) and Resolution No. 2021-11-06 (MD 6):** Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adopted Resolution No. 2021-11-05 (MDs 1-5), Annual Resolution, and Resolution No. 2021-11-06 (MD 6), Annual Resolution, noting the 2022 meeting date will be November 30<sup>th</sup> at 11:00 a.m. via virtual teleconference.

**District Website:** Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards authorized CliftonLarsonAllen LLP to construct and maintain the Districts' website.

**Resolution No. 2021-11-06 (MDs 1-5) and Resolution No. 2021-11-07 (MD 6) Calling a 2022 Regular Special District Election:** Attorney Ogden presented the resolutions to the Boards. Following review, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adopted Resolution No. 2021-11-06 (MDs 1-5) and Resolution No. 2021-11-07 (MD 6), Calling a Regular Special District

## RECORD OF PROCEEDINGS

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Election Resolution, with publication in a newspaper of general circulation being the second method for providing the call for nominations.

### OTHER BUSINESS

**Next Meeting:** The next regular meeting is scheduled for November 30, 2022 at 11:00 a.m.

### ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Boards adjourned the meeting at 11:33 a.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS	Rudolph Farms Metropolitan District No. 1 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80111	For the Year Ended 12/31/21 or fiscal year ended:
CONTACT PERSON	Gigi Pangindian	
PHONE	303-779-5710	
EMAIL	Gigi.Pangindian@claconnect.com	
FAX	303-779-0348	

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	3/23/2022

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)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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)	\$ -	
2-2		Specific ownership	\$ -	
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		\$ -	

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			\$ -	
3-25			\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES		\$ -	

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 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)]? <small>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.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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? If yes: Date of formation: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-2	Has the entity changed its name in the past or current year?  If yes: Please list the NEW name & PRIOR name: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-4	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy? If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Bond Redemption mills	<input type="text" value="-"/>
		General/Other mills	<input type="text" value="-"/>
		Total mills	<input type="text" value="-"/>

Please use this space to provide any explanations or comments:

10-3: Services provided by the District include street improvements, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation, security, operations and maintenance, and directional drilling.

10-4: Rudolph Farms Metropolitan District No. 6 will serve as the service district and will be responsible for managing the construction and operation of the facilities and improvements for District Nos. 1-5. Rudolph Farms Metropolitan District Nos. 1-5 will serve as the financing districts and are responsible for providing the funding and tax base needed to support the capital improvements and operations.

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 <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Rudy Byler	I, Rudy Byler, 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: 3/30/2022 My term Expires: May 2023
Board Member 2	Michael Kleinman	I, Michael Kleinman, 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: 3/30/2022 My term Expires: May 2023
Board Member 3		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 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  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Rudolph Farms Metropolitan District No. 1  
Larimer County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Rudolph Farms Metropolitan District No. 1 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 Rudolph Farms Metropolitan District No. 1.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
March 23, 2022

**Certificate Of Completion**

Envelope Id: 92180419E57B41199EB90C7A3894AD32

Status: Completed

Subject: Please DocuSign: RFMD No. 1 - 2021 Audit Exemption.pdf

Client Name: Rudolph Farms MD No. 1

Client Number: 0

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Alonso DuranRodriguez

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Alonso.DuranRodriguez@claconnect.com

IP Address: 165.225.10.178

**Record Tracking**

Status: Original

Holder: Alonso DuranRodriguez

Location: DocuSign

3/30/2022 2:53:40 PM

Alonso.DuranRodriguez@claconnect.com

**Signer Events**

Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



98C912E00679473...

Signature Adoption: Pre-selected Style  
Using IP Address: 66.86.86.241**Timestamp**

Sent: 3/30/2022 2:58:20 PM

Viewed: 3/30/2022 3:27:05 PM

Signed: 3/30/2022 3:27:17 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 3:27:05 PM

ID: b6217efb-891c-4e48-8960-64173f337414

Rudy Byler

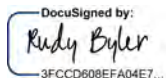
rudy@pacificnorthent.com

Manager

Argenta LLC

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FCCD608EFA04E7...

Signature Adoption: Pre-selected Style  
Using IP Address: 68.0.178.8

Sent: 3/30/2022 2:58:19 PM

Viewed: 3/30/2022 5:33:56 PM

Signed: 3/30/2022 5:34:02 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 5:33:56 PM

ID: 44134d17-7b35-4fff-bf82-32436e24d18b

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2022 2:58:20 PM
Certified Delivered	Security Checked	3/30/2022 5:33:56 PM
Signing Complete	Security Checked	3/30/2022 5:34:02 PM
Completed	Security Checked	3/30/2022 5:34:02 PM
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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- ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS	Rudolph Farms Metropolitan District No. 2	For the Year Ended 12/31/21 or fiscal year ended:
	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	

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	3/23/2022

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)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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)	\$ -	
2-2		Specific ownership	\$ -	
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		\$ -	

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			\$ -	
3-25			\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES		\$ -	

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 type="checkbox"/>	<input checked="" type="checkbox"/>	
4-2	Is the debt repayment schedule attached? If no, MUST explain: N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-3	Is the entity current in its debt service payments? If no, MUST explain: N/A	<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)	Outstanding at end of prior year*	Issued during year	Retired during year
	General obligation bonds	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -
	Leases	\$ -	\$ -	\$ -
	Developer Advances	\$ -	\$ -	\$ -
	Other (specify):	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
*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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If yes:	How much?	\$ 1,887,000,000.00		
	Date the debt was authorized:	5/8/2018		
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	How much?	\$ -		
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	What is the amount outstanding?	\$ -		
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	What are the annual lease payments?	\$ -		
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	\$ -		
5-2	Certificates of deposit	\$ -		
	Total Cash Deposits		\$ -	
	Investments (if investment is a mutual fund, please list underlying investments):			
		\$ -		
5-3		\$ -		
		\$ -		
		\$ -		
		\$ -		
	Total Investments		\$ -	
	Total Cash and Investments		\$ -	
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If no, MUST use this space to provide any explanations:				



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)]? <small>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.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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? If yes: Date of formation: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-2	Has the entity changed its name in the past or current year?  If yes: Please list the NEW name & PRIOR name: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-4	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy? If yes: Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Bond Redemption mills	<input type="text" value="-"/>
		General/Other mills	<input type="text" value="-"/>
		Total mills	<input type="text" value="-"/>

Please use this space to provide any explanations or comments:

10-3: Services provided by the District include street improvements, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation, security, operations and maintenance, and directional drilling.

10-4: Rudolph Farms Metropolitan District No. 6 will serve as the service district and will be responsible for managing the construction and operation of the facilities and improvements for District Nos. 1-5. Rudolph Farms Metropolitan District Nos. 1-5 will serve as the financing districts and are responsible for providing the funding and tax base needed to support the capital improvements and operations.

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	Rudy Byler	I, Rudy Byler, 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: 3/30/2022 My term Expires: May 2023
Board Member 2	Michael Kleinman	I, Michael Kleinman, 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: 3/30/2022 My term Expires: May 2023
Board Member 3		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 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  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Rudolph Farms Metropolitan District No. 2  
Larimer County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Rudolph Farms Metropolitan District No. 2 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 Rudolph Farms Metropolitan District No. 2.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
March 23, 2022

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Minneapolis, MN 55402

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**Signer Events**

Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

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Accepted: 3/30/2022 3:27:35 PM

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Rudy Byler

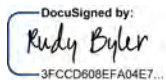
rudy@pacificnorthent.com

Manager

Argenta LLC

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style  
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Signed: 3/30/2022 5:33:25 PM

**Electronic Record and Signature Disclosure:**

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ID: fd10d097-c580-462d-be65-043457eaa146

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS	Rudolph Farms Metropolitan District No. 3 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80111	For the Year Ended 12/31/21 or fiscal year ended:
CONTACT PERSON	Gigi Pangindian	
PHONE	303-779-5710	
EMAIL	Gigi.Pangindian@claconnect.com	
FAX	303-779-0348	

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	3/23/2022

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)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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)	\$ -	
2-2		Specific ownership	\$ -	
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		\$ -	

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			\$ -	
3-25			\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES		\$ -	

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 6 - CAPITAL ASSETS					
Please answer the following questions by marking in the appropriate boxes.			Yes	No	
6-1	Does the entity have capital assets?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div>The District has no capital assets.</div>					
6-3	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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7-2	Does the entity have a volunteer firefighters' pension plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Who administers the plan?	<div></div>	
	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.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>				
8-2	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>				
If yes:	Please indicate the amount budgeted for each fund for the year reported:			
Governmental/Proprietary Fund Name		Total Appropriations By Fund		
General Fund		\$ -		

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)]? <small>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.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date of formation: <input type="text"/>		
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please list the NEW name & PRIOR name: <input type="text"/>		
10-3	Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Please indicate what services the entity provides: <input type="text"/>		
10-4	Does the entity have an agreement with another government to provide services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes:	List the name of the other governmental entity and the services provided: <input type="text"/>		
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date Filed: <input type="text"/>		
10-6	Does the entity have a certified Mill Levy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):		
	Bond Redemption mills	<input type="text" value="-"/>	
	General/Other mills	<input type="text" value="-"/>	
	Total mills	<input type="text" value="-"/>	

Please use this space to provide any explanations or comments:

10-3: Services provided by the District include street improvements, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation, security, operations and maintenance, and directional drilling.

10-4: Rudolph Farms Metropolitan District No. 6 will serve as the service district and will be responsible for managing the construction and operation of the facilities and improvements for District Nos. 1-5. Rudolph Farms Metropolitan District Nos. 1-5 will serve as the financing districts and are responsible for providing the funding and tax base needed to support the capital improvements and operations.

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	Rudy Byler	I, Rudy Byler, 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: _____ 3/30/2022 My term Expires: May 2023
Board Member 2	Michael Kleinman	I, Michael Kleinman, 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: _____ 3/30/2022 My term Expires: May 2023
Board Member 3		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 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  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Rudolph Farms Metropolitan District No. 3  
Larimer County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Rudolph Farms Metropolitan District No. 3 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 Rudolph Farms Metropolitan District No. 3.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
March 23, 2022

**Certificate Of Completion**

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Status: Completed

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Client Name: Rudolph Farms MD No. 3

Client Number: 0

Source Envelope:

Document Pages: 8

Signatures: 2

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Envelope Originator:

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220 South 6th Street

Suite 300

Minneapolis, MN 55402

Alonso.DuranRodriguez@claconnect.com

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Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

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Accepted: 3/30/2022 3:27:57 PM

ID: 0a875d45-dea1-42fe-8920-b1a774533ac6

Rudy Byler

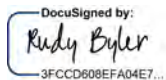
rudy@pacificnorthent.com

Manager

Argenta LLC

Security Level: Email, Account Authentication  
(None)

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2022 3:01:18 PM
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Signing Complete	Security Checked	3/30/2022 5:32:48 PM
Completed	Security Checked	3/30/2022 5:32:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

Rudolph Farms Metropolitan District No. 4
8390 E Crescent Parkway
Suite 300
Greenwood Village, CO 80111
Gigi Pangindian
303-779-5710
Gigi.Pangindian@claconnect.com
303-779-0348

For the Year Ended  
12/31/21  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL  
FAX

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:  
TITLE  
FIRM NAME (if applicable)  
ADDRESS  
PHONE  
DATE PREPARED

Gigi Pangindian
Accountant for the District
CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111
303-779-5710
3/23/2022

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)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.

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2-4		Other (specify):	\$ -	
2-5	Licenses and permits		\$ -	
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2-20	Donations		\$ -	
2-21	Other (specify):		\$ -	
2-22			\$ -	
2-23			\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE		\$ -	

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.

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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			\$ -	
3-25			\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES		\$ -	

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 6 - CAPITAL ASSETS					Yes	No
Please answer the following questions by marking in the appropriate boxes.						
6-1	Does the entity have capital assets?				<input type="checkbox"/>	<input checked="" type="checkbox"/>
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:				<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div>The District has no capital assets.</div>						
6-3	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			Yes	No
Please answer the following questions by marking in the appropriate boxes.				
7-1	Does the entity have an "old hire" firefighters' pension plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
7-2	Does the entity have a volunteer firefighters' pension plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Who administers the plan?		<div></div>	
	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				Yes	No	N/A
Please answer the following questions by marking in the appropriate boxes.						
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.?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>						
8-2	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>						
If yes:	Please indicate the amount budgeted for each fund for the year reported:					
	Governmental/Proprietary Fund Name	Total Appropriations By Fund				
	General Fund	\$ -				

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)]? <small>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.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date of formation: <input type="text"/>		
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please list the NEW name & PRIOR name: <input type="text"/>		
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-4	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):		
	Bond Redemption mills	<input type="text" value="-"/>	
	General/Other mills	<input type="text" value="-"/>	
	Total mills	<input type="text" value="-"/>	

Please use this space to provide any explanations or comments:

10-3: Services provided by the District include street improvements, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation, security, operations and maintenance, and directional drilling.

10-4: Rudolph Farms Metropolitan District No. 6 will serve as the service district and will be responsible for managing the construction and operation of the facilities and improvements for District Nos. 1-5. Rudolph Farms Metropolitan District Nos. 1-5 will serve as the financing districts and are responsible for providing the funding and tax base needed to support the capital improvements and operations.

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 <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Rudy Byler	I, Rudy Byler, 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: 3/30/2022 My term Expires: May 2023
Board Member 2	Michael Kleinman	I, Michael Kleinman, 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: 3/30/2022 My term Expires: May 2023
Board Member 3		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 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  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Rudolph Farms Metropolitan District No. 4  
Larimer County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Rudolph Farms 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 Rudolph Farms Metropolitan District No. 4.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
March 23, 2022

**Certificate Of Completion**

Envelope Id: FF7E8CD23F8348E8B2242F184623E7B9

Status: Completed

Subject: Please DocuSign: RFMD No. 4 - 2021 Audit Exemption.pdf

Client Name: Rudolph Farms MD No. 4

Client Number: 0

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Alonso DuranRodriguez

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Alonso.DuranRodriguez@claconnect.com

IP Address: 165.225.10.178

**Record Tracking**

Status: Original

Holder: Alonso DuranRodriguez

Location: DocuSign

3/30/2022 3:01:30 PM

Alonso.DuranRodriguez@claconnect.com

**Signer Events**


Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



98C912E00679473...

Signature Adoption: Pre-selected Style  
Using IP Address: 66.86.86.241

**Timestamp**

Sent: 3/30/2022 3:02:55 PM

Viewed: 3/30/2022 3:28:19 PM

Signed: 3/30/2022 3:28:29 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 3:28:19 PM

ID: 920e1ddf-786d-4e17-87f8-235b183ad358

Rudy Byler

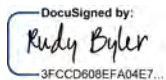
rudy@pacificnorthent.com

Manager

Argenta LLC

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FCCD608EFA04E7...

Signature Adoption: Pre-selected Style  
Using IP Address: 68.0.178.8

Sent: 3/30/2022 3:02:54 PM

Viewed: 3/30/2022 5:32:06 PM

Signed: 3/30/2022 5:32:14 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 5:32:06 PM

ID: 833b5eed-e60a-4c0f-be2e-b35fa3370112

**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****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2022 3:02:55 PM
Certified Delivered	Security Checked	3/30/2022 5:32:06 PM
Signing Complete	Security Checked	3/30/2022 5:32:14 PM
Completed	Security Checked	3/30/2022 5:32:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS	Rudolph Farms Metropolitan District No. 5	For the Year Ended 12/31/21 or fiscal year ended:
	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	

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	3/23/2022

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)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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)	\$ -	
2-2		Specific ownership	\$ -	
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		\$ -	

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			\$ -	
3-25			\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES		\$ -	

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 type="checkbox"/>	<input checked="" type="checkbox"/>	
4-2	Is the debt repayment schedule attached? If no, MUST explain: N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4-3	Is the entity current in its debt service payments? If no, MUST explain: N/A	<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)	Outstanding at end of prior year*	Issued during year	Retired during year
	General obligation bonds	\$ -	\$ -	\$ -
	Revenue bonds	\$ -	\$ -	\$ -
	Notes/Loans	\$ -	\$ -	\$ -
	Leases	\$ -	\$ -	\$ -
	Developer Advances	\$ -	\$ -	\$ -
	Other (specify):	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
*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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If yes:	How much?	\$ 1,887,000,000.00		
	Date the debt was authorized:	5/8/2018		
4-6	Does the entity intend to issue debt within the next calendar year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	How much?	\$ -		
4-7	Does the entity have debt that has been refinanced that it is still responsible for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	What is the amount outstanding?	\$ -		
4-8	Does the entity have any lease agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	What are the annual lease payments?	\$ -		
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	\$ -		
5-2	Certificates of deposit	\$ -		
	Total Cash Deposits		\$ -	
	Investments (if investment is a mutual fund, please list underlying investments):			
		\$ -		
5-3		\$ -		
		\$ -		
		\$ -		
	Total Investments		\$ -	
	Total Cash and Investments		\$ -	
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div>The District has no capital assets.</div>					
6-3	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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7-2	Does the entity have a volunteer firefighters' pension plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Who administers the plan?	<div></div>	
	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.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>				
8-2	Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div></div>				
If yes:	Please indicate the amount budgeted for each fund for the year reported:			
Governmental/Proprietary Fund Name		Total Appropriations By Fund		
General Fund		\$ -		

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)]? <small>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.</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Date of formation: <input type="text"/>		
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please list the NEW name & PRIOR name: <input type="text"/>		
10-3	Is the entity a metropolitan district? Please indicate what services the entity provides: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-4	Does the entity have an agreement with another government to provide services? If yes: List the name of the other governmental entity and the services provided: <input type="text"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10-5	Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during If yes: Date Filed: <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10-6	Does the entity have a certified Mill Levy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes:	Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):		
	Bond Redemption mills	<input type="text" value="-"/>	
	General/Other mills	<input type="text" value="-"/>	
	Total mills	<input type="text" value="-"/>	

Please use this space to provide any explanations or comments:

10-3: Services provided by the District include street improvements, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation, security, operations and maintenance, and directional drilling.

10-4: Rudolph Farms Metropolitan District No. 6 will serve as the service district and will be responsible for managing the construction and operation of the facilities and improvements for District Nos. 1-5. Rudolph Farms Metropolitan District Nos. 1-5 will serve as the financing districts and are responsible for providing the funding and tax base needed to support the capital improvements and operations.

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	Rudy Byler	I, Rudy Byler, 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 <u>Rudy Byler</u> Date: <u>3/30/2022</u> My term Expires: May 2023
Board Member 2	Michael Kleinman	I, Michael Kleinman, 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 <u>Michael Kleinman</u> Date: <u>3/30/2022</u> My term Expires: May 2023
Board Member 3		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 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  
CLAconnect.com

## Accountant's Compilation Report

Board of Directors  
Rudolph Farms Metropolitan District No. 5  
Larimer County, Colorado

Management is responsible for the accompanying Application for Exemption from Audit of Rudolph Farms Metropolitan District No. 5 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 Rudolph Farms Metropolitan District No. 5.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
March 23, 2022

**Certificate Of Completion**

Envelope Id: FFF38BA13C664C8C84B211E130B00CF1

Status: Completed

Subject: Please DocuSign: Rudolf Farms MD No. 5 - 2021 Audit Exemption.pdf

Client Name: Rudolph Farms MD NO. 5

Client Number: 0

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Alonso DuranRodriguez

AutoNav: Enabled

220 South 6th Street

Envelopeld Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Alonso.DuranRodriguez@claconnect.com

IP Address: 165.225.10.178

**Record Tracking**

Status: Original

Holder: Alonso DuranRodriguez

Location: DocuSign

3/30/2022 3:34:28 PM

Alonso.DuranRodriguez@claconnect.com

**Signer Events**

Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style  
Using IP Address: 66.86.86.241

**Timestamp**

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Viewed: 3/30/2022 3:44:23 PM

Signed: 3/30/2022 3:44:28 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 3:44:23 PM

ID: 39cc55c9-f71d-4538-bcf9-b29131a5b4eb

Rudy Byler

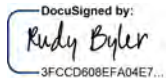
rudy@pacificnorthent.com

Manager

Argenta LLC

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FCCD608EFA04E7...

Signature Adoption: Pre-selected Style  
Using IP Address: 68.0.178.8

Sent: 3/30/2022 3:35:42 PM

Viewed: 3/30/2022 5:31:27 PM

Signed: 3/30/2022 5:31:36 PM

**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2022 5:31:27 PM

ID: 2211a512-d597-434b-84e2-2784fe0008fa

**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****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2022 3:35:43 PM
Certified Delivered	Security Checked	3/30/2022 5:31:27 PM
Signing Complete	Security Checked	3/30/2022 5:31:36 PM
Completed	Security Checked	3/30/2022 5:31:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

# Rudolph Farms Metropolitan District No.6

75

## Check List

All Bank Accounts

November 5, 2021 - April 4, 2022

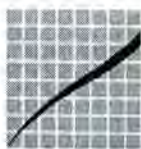
Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	2,851.07
BILL.COM CHECKS	02/14/22	Icenogle Seaver Pogue	2,957.76
BILL.COM CHECKS	02/14/22	White Bear Ankele Tanaka & Waldron	652.93
bill.com checks	11/16/21	CliftonLarsonAllen LLP	1,563.52
BILL.COM CHECKS	12/03/21	CliftonLarsonAllen LLP	904.05
BILL.COM CHECKS	12/03/21	CliftonLarsonAllen LLP	1,061.03
BILL.COM CHECKS	12/03/21	White Bear Ankele Tanaka & Waldron	1,704.95
BILL.COM CHECKS	12/03/21	CliftonLarsonAllen LLP	1,795.53
BILL.COM CHECKS	12/03/21	Colorado Special District Prop&Liab.	2,057.00
BILL.COM CHECKS	12/03/21	White Bear Ankele Tanaka & Waldron	2,086.40
BILL.COM CHECKS	12/03/21	CliftonLarsonAllen LLP	2,894.85
BILL.COM CHECKS	12/03/21	Icenogle Seaver Pogue	5,000.50
BILL.COM CHECKS	12/03/21	Icenogle Seaver Pogue	6,034.00
bill.com checks	11/16/21	White Bear Ankele Tanaka & Waldron	5,957.09
Bill.com checks	11/16/21	CliftonLarsonAllen LLP	88.73
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	265.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	265.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	265.00
BILL.COM CHECKS	01/13/22	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	2,051.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	2,051.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	2,051.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	2,051.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	2,051.00
BILL.COM CHECKS	12/03/21	White Bear Ankele Tanaka & Waldron	174.25
BILL.COM CHECKS	12/03/21	CliftonLarsonAllen LLP	455.49
BILL.COM CHECKS	01/13/22	White Bear Ankele Tanaka & Waldron	48.92
BILL.COM CHECKS	12/03/21	T. Charles Wilson	495.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	265.00
BILL.COM CHECKS	01/13/22	Colorado Special District Prop&Liab.	265.00
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	2,348.38
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	3,293.38
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	6,129.06
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	2,046.77
BILL.COM CHECKS	02/14/22	Icenogle Seaver Pogue	2,161.00
BILL.COM CHECKS	02/14/22	CliftonLarsonAllen LLP	538.65
<b>Vendor Check Total</b>			<u>69,355.31</u>
<b>Check List Total</b>			<u><u>69,355.31</u></u>

Check count = 40

**Rudolph Farms Metropolitan District No. 6**  
**Schedule of Cash Deposits & Investments**  
**December 31, 2021**  
**Updated as of April 4, 2022**

**CASH**

	<b><u>General Fund</u></b>
<b><u>First Bank - Checking</u></b>	
Balance as of 12/31/21	\$ 15,114.49
Subsequent activities:	
01/13/22 - Bill.com Payables	\$ (14,103.92)
02/10/22 - Developer Advance	\$ 25,000.00
02/14/22 - Bill.com Vouchers	\$ (22,979.00)
<i>Anticipated Activities:</i>	
<i>Bill.com vouchers payable</i>	(23,031.71)
<i>Developer advance</i>	35,000.00
<i>Anticipated balance</i>	<u><u>\$ 14,999.86</u></u>



**BiggsKofford**

CERTIFIED PUBLIC ACCOUNTANTS

December 17, 2021

Rudolph Farms Metropolitan District No. 6  
Board of Directors and Management  
Via email: Zachary.Leavitt@claconnect.com

We are pleased to confirm our understanding of the services we are to provide for Rudolph Farms Metropolitan District No. 6 ("District") as of and for the year ended December 31, 2021.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2021. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

- Schedule(s) of revenues, expenditures and changes in fund balances – budget and actual for governmental funds, as applicable
- Schedule(s) of debt service requirements to maturity
- Summary of incremental assessed valuation

Other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any other assurance on that other information. If we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We understand that the following people or entities will use these financial statements for the enumerated purposes:

<u>USER</u>	<u>PURPOSE</u>
State of Colorado	To assist with regulatory oversight
Management	To provide assurance on the financial statements to enhance management decision-making

You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

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

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

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

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



responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

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

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

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

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

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

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#### **Audit Procedures – Compliance**

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

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#### **Other Services**

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

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

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

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

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

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

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

## Engagement Administration, Fees and Other

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

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

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

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

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

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

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County Colorado and the results of any such mediation shall be binding upon agreement of each party to be bound. Further,

both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery our audit report and any claims made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford, P.C. and its owners, heirs, executors, personal representatives, successors, and assignors harmless from any liability and costs resulting from knowing misrepresentations by management.

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

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

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

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

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

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$3,850. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

### Reporting

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

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

Sincerely,

*BiggsKofford, P.C.*

BiggsKofford, P.C.

**RESPONSE:**

This letter correctly sets for the understanding of Rudolph Farms Metropolitan District No. 6.

Authorized signature: \_\_\_\_\_

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

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

## DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT (MASTER IGA)

**THIS DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT** (the “Agreement”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022, by and among **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6** (“RFMD 6” or “Service District”), **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1** (“RFMD 1”), **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2** (“RFMD 2”), **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3** (“RFMD 3”), **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4** (“RFMD”), and **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5** (“RFMD 5”), each a quasi-municipal corporation and political subdivision of the State of Colorado. RFMD 2, RFMD 2, RFMD 3, RFMD 4, and RFMD 5 are collectively referred to herein as the “Financing Districts.” RFMD 6 and the Financing Districts are collectively referred to herein as the “Districts” or individually as a “District”).

### RECITALS

**WHEREAS**, on March 6, 2018, the City Council of the City of Fort Collins, Colorado (the “City”) approved the “Consolidated Service Plan for Rudolph Farms Metropolitan District Nos. 1-6,” as may be amended from time to time (the “Service Plan”) for the purpose of providing certain parameters for the Districts to provide certain public improvements and services to and for the benefit of the properties within and without the Districts in accordance with Title 32, Article 1, C.R.S., as amended from time to time, (the “Special District Act”) and pursuant to the Service Plan; and

**WHEREAS**, the Districts were formed pursuant to the Special District Act by orders of the District Court for Larimer County, Colorado entered on May 30, 2018, and after approval of the eligible electors of the Districts at their respective organizational elections held on May 8, 2018; and

**WHEREAS**, at the organizational election of the Districts, a majority of eligible electors in the Districts approved the issuance of indebtedness and the imposition of ad valorem taxes by the Districts for the purpose of repaying such debt; and

**WHEREAS**, the purposes for which the Districts were formed include the provision of, among other things, street, traffic and safety, water, sanitation, parks and recreation, public transportation, television relay and translation, mosquito control and security improvements and other public improvements all in accordance with the Service Plan (the “Public Improvements”) to serve the Prospect and I-25 development (the “Development”); and

**WHEREAS**, pursuant to the Service Plan, the Districts are intended to work together to coordinate their activities with respect to the financing, construction, operation and maintenance of the Public Improvements authorized by the Service Plan, and for which the Districts have received electoral authorization to issue indebtedness in order to serve development within their common service areas; and

**WHEREAS**, the Service Plan anticipated that the Districts would enter into one or more intergovernmental agreements among the Districts concerning the manner in which the Districts shall implement the Service Plan and set forth the arrangements for the financing construction, operation and maintenance of the Public Improvements contemplated for the Development; and

**WHEREAS**, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., as amended, the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

**WHEREAS**, the Districts may, in an ongoing effort to provide for the financing, construction and operations of the Public Improvements, agree among themselves to alter, from time to time, their respective roles, responsibilities and obligations in order to most efficiently and effectively provide the Public Improvements and services contemplated under the Service Plan; and

**WHEREAS**, in furtherance of the Service Plan and for the purpose of funding costs of certain of the Public Improvements, RFMD 6 entered into that certain Infrastructure Acquisition and Reimbursement Agreement, dated November 15, 2019, with the authorized representative of owners of the property within the Districts, Land Acquisition and Management, LLC (“LAAM”) which addressed capital expenses and expenses related to the organization of the Districts, and that certain Funding and Reimbursement Agreement (Operations and Maintenance) with LAAM, effective July 25, 2018, as amended by that certain First Amendment to Funding and Reimbursement Agreement dated November 14, 2019 which addressed operations and maintenance expenses of the Districts (collectively, the “Original Reimbursement Agreements”); and

**WHEREAS**, the Original Reimbursement Agreements were terminated by RFMD 6 and LAAM on June 30, 2021, wherein both RFMD 6 and LAAM were released from any further obligations or performance under the Original Reimbursement Agreements, provided that LAAM shall remain eligible for reimbursement of up to \$124,000 for expenses related to the organization of the Districts and \$522,000 for capital expenses, as certified and accepted by RFMD 6 pursuant to that Resolution Regarding Acceptance of District Eligible Costs Pursuant to Infrastructure Acquisition and Reimbursement Agreement (the “Acceptance Resolution”), approved March 16, 2021, and RFMD 6 intends to make such reimbursement from a future issuance of debt (“Former Owner Obligations”); and

**WHEREAS**, in furtherance of the Service Plan and to pay for the general operating expenditures of the Districts, RFMD 6 entered into that certain Advance and Reimbursement Agreement (Operations and Maintenance Expenses), dated \_\_\_\_\_, 2022, with PNE Prospect Road Holding, LLC (“PNE”) which addressed general operating expenditures of the Districts (“Existing O&M Obligations”); and

**WHEREAS**, pursuant to the Existing O&M Obligations, PNE agreed to advance funds to RFMD 6 on behalf of the Districts to pay for costs associated with the operations and maintenance

of the Public Improvements and the general operating expenditures of the Districts, and RFMD 6 agreed to reimburse PNE for advances made to RFMD 6, and pursuant to the terms of the Existing O&M Obligations, RFMD 6 may enter into future funding agreements for the purpose of providing RFMD 6 with funds to pay for costs associated with the operations and maintenance of the Public Improvements and the general operating expenditures of the Districts (the “Future O&M Obligations,” together with the Existing O&M Obligations, the “O&M Obligations”); and

**WHEREAS**, in exchange for RFMD 6’s undertaking to provide for Public Improvements benefitting the Districts, a portion of which will be funded from proceeds of indebtedness to be incurred by RFMD 6, secured by ad valorem property taxes of the Districts, the Districts wish to take such actions as are necessary or convenient to facilitate the issuance of such indebtedness by RFMD 6; and

**WHEREAS**, for the purpose of financing a portion of the Public Improvements, the Board of Directors of RFMD 6 intends to issue its Revenue Supported Limited Tax General Obligation Bonds, Series 2022A (the “Series 2022 Senior Bonds”) pursuant to an Indenture of Trust (Senior) between RFMD 6 and UMB Bank, n.a., as trustee (the “Senior Indenture”), and to issue its Subordinate Revenue Supported Limited Tax General Obligation Bonds, Series 2022B (the “Series 2022 Subordinate Bonds”, and collectively with the Series 2022 Senior Bonds, the “Series 2022 Bonds”) pursuant to an Indenture of Trust (Subordinate) between RFMD 6 and UMB Bank, n.a., as trustee (the “Subordinate Indenture,” and collectively with the Senior Indenture, the “Indentures”); and

**WHEREAS**, in order to provide for the payment of the Series 2022 Bonds and Additional Obligations (as defined in the Indentures) that may be issued by RFMD 6 in the future pursuant to the Indentures or any future indentures of trust that may be entered in to by one or more Districts, RFMD 6, RFMD 5, RFMD 4, and UMB Bank, N.A. intend to enter into that certain Capital Pledge Agreement (“Capital Pledge Agreement”), pursuant to which RFMD 4 and RFMD 5 pledged certain revenues for the payment of the Series 2022 Bonds and the Additional Obligations, and covenanting to take certain actions with respect to generating such revenues, for the benefit of the holders of the Series 2022 Bonds and any Additional Obligations; and

**WHEREAS**, any of the Districts may issue certain indebtedness (the “Bonds”) in the future for the purpose of financing the Public Improvements; and

**WHEREAS**, the Districts desire to enter into this Agreement to set forth their respective roles, responsibilities and obligations with respect to: i) the provision and funding of Public Improvements, including the funding of Public Improvements with proceeds from the Series 2022 Bonds and any future Bonds issued by one or more of the Districts, and ii) the provision and funding of administrative services, ownership, operation and maintenance of the Public Improvements (to the extent not previously dedicated to another governmental entity) and the repayment of the O&M Obligations.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts hereby agree as follows:

## **COVENANTS AND AGREEMENTS**

**1. Purpose and Scope of Agreement.** The purpose of this Agreement is to set forth the rights and obligations of the Districts to fund the Public Improvements and thereafter the continued operation and maintenance of Public Improvements, in addition to the rights and obligations of the Service District to manage the construction and operation of the Public Improvements on behalf of the Districts. The Public Improvements to be constructed and operated by the Service District will benefit all property owners within the Districts, other local development, and the City. The Districts acknowledge and agree that the Financing Districts will fund the construction, operation, and maintenance of Public Improvements.

**2. Funding of Capital Costs.** The Districts acknowledge that the Service Plan anticipates that the Districts will cooperate to provide for Public Improvements necessary to serve development within their service area and the provisions of services. In furtherance of the Service Plan and as of the date of this Agreement, the Districts make the following acknowledgements:

**a. Former Owner Obligations.** The Districts acknowledge that RFMD 6 has incurred Former Owner Obligations which are associated with capital costs for the benefit of the Districts and the residents and taxpayers thereof and organizational expenses of the Districts, a portion of which will be reimbursed from the proceeds of the Series 2022 Bonds. The Districts hereby acknowledge that the Former Owner Obligations were accepted and approved for reimbursement by RFMD 6 pursuant to the Acceptance Resolution.

**b. Future Obligations.** The Districts acknowledge and agree that the RFMD 6 may incur future obligations for costs associated with the construction and installation of Public Improvements for the benefit the Districts and the residents and taxpayers thereof (collectively the “Future Obligations”). The Financing Districts hereby agree that they may repay any Future Obligations of RFMD 6 associated with the construction and installation of the Public Improvements that are for the benefit of the Districts as provided in Paragraph 6 hereof.

Notwithstanding any other provisions contained herein, the Districts may, each in their own sole discretion, determine to provide such funding and other services as are necessary to provide for the financing, construction, operation and maintenance of the Public Improvements in such manner as may be deemed most efficient and effective to implement the objectives of the Service Plan, in all cases subject to the limitations of the Service Plan and further provided that any revenues pledged by a District for the financing of such improvements shall be subordinate to any revenues pledged by such District to the repayment of any Former Owner Obligations and/or Bonds issued by one or more of the Districts as provided herein.

**3. Ownership and Operation of Public Improvements.** It is acknowledged that all Public Improvements funded by the Financing Districts will be either dedicated to the City or other appropriate jurisdiction, or owners association, or will be owned and operated by the Service

District (the “District-Owned Improvements”); unless otherwise agreed to in writing between the Financing Districts and the Service District. The Public Improvements to be operated and maintained by the Service District are in the best interest of the City and the existing and future taxpayers of the Districts. The Service District may own and operate Public Improvements funded by the Service District. With respect to the District-Owned Improvements, the Financing Districts hereby engage the Service District, and the Service District hereby accepts such engagement, as the “operator” of the District-Owned Improvements located within each respective District, which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a) Subject to clause (f) hereof, the Service District shall hold fee simple title to the District-Owned Improvements and shall operate and maintain the same on behalf of, and for the benefit of, the Financing Districts and the property owners and residents thereof. The Service District shall not impose any fees for the use of the District-Owned Improvements by property owners and residents of the Financing Districts, except as expressly agreed by the applicable Financing District(s). The Service District may contract with other governmental entity or entities that will engage all contractors or directly engage all contractors required to carry out all functions necessary for the operation and maintenance of the District-Owned Improvements, provided that any such engagement shall be subject to termination upon the same notice provided in clause (f) hereof.

b) The Service District shall operate the District-Owned Improvements in accordance with such written guidance (including operating policies and procedures, and minimum maintenance standards) as may be provided by the Financing Districts and agreed upon by the Service District. Operation of the District-Owned Improvements shall include obtaining necessary insurance for the District-Owned Improvements, in the manner determined appropriate by the Service District (subject to any direction by the Financing Districts) and in compliance with applicable law, and providing such other specific services as may be set forth in a writing executed by the applicable parties hereto. Until such time as any such guidance is provided by the Financing Districts, the District-Owned Improvements shall be operated and maintained in such manner as is reasonably determined from time to time by the Service District subject to the funding of costs of such operation and maintenance (including insurance premiums and related costs) by the Financing Districts, as applicable (as more particularly provided in clause (g) hereof). Any written document providing for a level or standard of operation or maintenance of the District-Owned Improvements executed by the Service District and Financing Districts, as applicable, shall constitute a supplement to this Agreement, shall be binding upon the applicable parties hereto, and may not be amended except by written agreement executed by the applicable parties.

c) The Service District shall not sell, transfer, convey or otherwise encumber any portion of the District-Owned Improvements without the prior written consent of the applicable Financing District(s) in which the District-Owned Improvements are located, unless such District-Owned Improvements are determined by the Financing Districts to equally benefit multiple Financing Districts, in which case all affected Districts shall provide written consent prior to sale, transfer or conveyance by the Service District. The

Service District shall cause the proceeds of any sale of any portion of the District-Owned Improvements to be paid to or at the direction of the applicable Financing District(s).

d) Prior to any dissolution of the Service District in accordance with Section 32-1-701, et seq., C.R.S., the Service District shall cause all District-Owned Improvements in each District to be conveyed to or at the direction of the Financing Districts prior to dissolution.

e) Unless otherwise agreed to by the Districts in writing, any revenues arising from, or payable as a result of, the District-Owned Improvements, and remaining after the payment of the costs attributable to the operation and maintenance of the subject District-Owned Improvement(s), shall constitute the property of the Financing District where the District-Owned Improvement(s) are located, and to the extent payable to or otherwise received by the Service District, the Service District hereby agrees to pay the same promptly to or at the direction of the applicable Financing District(s).

f) The Financing Districts may collectively determine to terminate their engagement of the Service District as operator of the District-Owned Improvements at end of any fiscal year; provided that written notice of such termination is provided to the Service District no later than September 30 of the final fiscal year in which operations and maintenance services are to be provided by the Service District. No later than December 31 of the fiscal year in which the Service District is in receipt of any written notice of any such termination of its operation and maintenance services by the Financing Districts collectively, the Service District, shall cause legal title in all applicable District-Owned Improvements to be conveyed to or at the direction of the Financing Districts collectively, and shall cause all contracts relating to the operation and maintenance of the applicable District-Owned Improvements to be assigned to or at the direction of the Financing Districts collectively.

g) The obligation of the Service District to operate and maintain the District-Owned Improvements is subject to the Financing Districts providing moneys sufficient to fund the same. Each Financing District hereby agrees that, so long as the Financing Districts have not collectively terminated the engagement of the Service District as operator of the District-Owned Improvements as provided in clause (f) hereof, each Financing District shall impose an ad valorem mill levy (subject to each Financing District's electoral authorization, the limits set forth in the Service Plan, and the provisions set forth in any bond resolution, indenture, pledge agreement, loan documents and/or any other documents related to the issuance of bonds by any of the Financing Districts), and if necessary, fees or other charges sufficient to fund the operation and maintenance costs (together with the administrative services costs set forth in subparagraph 4.d. below) of the District-Owned Improvements located within their respective District at the levels or standards set forth in a written agreement between the Districts or, in the event no written agreement with respect to a level or standard has been executed, as may be determined by the Service District from time to time.

h) The Financing Districts currently lack sufficient funds to pay to the Service District for costs incurred by the Service District for the operations and maintenance of the Public Improvements. The Financing Districts acknowledge that, until such time the Financing Districts have sufficient funds to pay for operations and maintenance costs incurred by the Service District, the Service District has entered into Existing O&M Obligations and may enter into Future O&M Obligations to pay for costs associated with the operation and maintenance of the Public Improvements, together with funding of costs associated with the provision of administrative services as further provided in Paragraph 4 below. The Financing Districts agree to assist in the repayment of the O&M Obligations on a pro rata share based on the assessed valuation of the property within each of the respective Financing Districts with revenues generated from the imposition of an ad valorem mill levy (subject to the limitations set forth in Paragraph 3.g. hereof), fees, or other charges at such time there is sufficient development to support such funding. Under no circumstances shall the Service District be obligated to fund operation and maintenance services for the Financing Districts that are not funded by the Financing Districts or from O&M Obligations.

i) The Service District shall submit to the Financing Districts, no later than September 30 of each year during the term of this Agreement, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for operation and maintenance of the District-Owned Improvements benefitting the Financing Districts. The allocation of such costs among the Financing Districts shall be determined by the Service District based on the current and anticipated benefit of the District-Owned Improvements to each Financing District. Each Financing District shall, in its sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Service District shall be obligated to provide the operation and maintenance of the District-Owned Improvements only to the extent of funding made available by the Financing Districts as provided in subparagraph 3.g. hereof. Under no circumstances shall the Service District be obligated to fund operation and maintenance costs of the District-Owned Improvements, or to provide operating and maintenance services that are not funded by the Financing Districts.

**4. Administrative Services.** The Districts acknowledge that various administrative services must be performed for the ongoing operations of the Districts and in compliance with the Service Plan and State law. In accordance with the Service Plan, the Financing Districts hereby engage the Service District, and the Service District hereby accepts such engagement, as the “district administrator,” which engagement the Districts hereby agree and acknowledge is further defined and limited by the following:

a) Subject to clause (d) hereof, the Service District shall perform, or cause to be performed, the following administrative services for the Financing Districts: accounting, legal, management, insurance administration, election administration, budget and audit preparation, preparation of notices, meeting materials, district information, record keeping, financial planning, and any other services required from time to time to ensure statutory compliance of the Districts. The Service District shall engage all contractors required to carry out all functions necessary for the provisions of such administrative services,

provided that any such engagement shall be subject to termination upon the same notice provided in clause (c) hereof.

b) The Service District shall provide the administrative services performed on behalf of the Financing Districts in accordance with such written guidance (including policies and procedures) as may be provided by the Financing Districts and agreed upon by the Service District. Until such time as any such guidance is provided by the Financing Districts, the Service District shall provide such administrative services in such manner as is reasonably determined from time to time by the Service District, subject to the funding of costs thereof by the Financing Districts (as more particularly provided in clause (d) hereof).

c) One or more of the Financing Districts may determine to terminate its engagement of the Service District as district administrator at the end of any fiscal year; provided that written notice of such termination is provided to the Service District no later than September 30 of the final fiscal year in which operations and maintenance service and/or administrative services are to be provided by the Service District. No later than December 31 of the fiscal year in which the Service District is in receipt of written termination of its operations and maintenance services by a Financing District, the Service District shall cause all contracts relating to the provision of administrative services for the applicable Financing District(s) seeking termination to be assigned to or at the direction of the applicable Financing District.

d) The obligation of the Service District to provide the administrative services on behalf of the Financing Districts described herein is subject to the Financing Districts providing moneys sufficient to fund the same. The Financing Districts hereby agree that, so long as it has not terminated the engagement of the Service District as district administrator as provided in clause (c) hereof, the Financing Districts shall impose an ad valorem mill levy on property within its boundaries (subject to each Financing District's electoral authorization, the limits set forth in the Service Plan and the provisions set forth in any bond resolution, indenture, pledge agreement, loan document and/or any other document related to the issuance of bonds by any of the Districts) and, if necessary, fees or other charges sufficient to fund the costs of the Financing District's administrative services, as such costs are estimated and set forth from time to time in the annual budgets of the Financing Districts.

e) The Financing Districts currently lack sufficient funds to pay for the costs incurred by the Service District for providing administrative services for the Districts. The Financing Districts acknowledge that, until such time the Financing Districts have sufficient funds to pay for administrative services provided by the Service District, the Service District has entered into the Existing O&M Obligations and may enter into Future O&M Obligations to pay for costs associated with the provision of administrative services, together with the funding of costs associated with the provision of operation and maintenance of the Public Improvements as further provided in Paragraph 3 above. The Financing Districts agree to assist in the repayment of the O&M Obligations with revenues generated from the imposition of an ad valorem mill levy (subject to the limitations set

forth in Paragraph 4.d. hereof), fees, or other charges at such time there is sufficient development to support such funding. Under no circumstances shall the Service District be obligated to fund operation and maintenance services on behalf of the Financing Districts if such services are not funded by the Financing Districts or from O&M Obligations.

f) The Service District shall submit to the Financing Districts, no later than September 30, or such other date as may be agreed upon by the Districts, an estimate of the costs anticipated for such administrative services. The Financing Districts shall, in their sole discretion, accept or modify such estimate, which acceptance or modification shall be reflected in the annual adopted budgets of the Financing Districts. The Service District shall be obligated to provide the administrative services described in this Paragraph 4 only to the extent of funding made available by the Financing Districts. Under no circumstances shall the Service District be obligated to fund administrative costs, or to provide administrative services on behalf of the Financing Districts if such services are not funded by the Financing Districts.

**5. Construction of Public Improvements.** The Districts agree that all Districts shall be party to any and all contracts entered into by the Districts for the construction and installation of Public Improvements ("District Construction Contract"). The Service District shall be responsible to manage, control, and supervise the design, construction, installation, and acquisition of Public Improvements under any and all District Construction Contracts. All construction of Public Improvements must be performed in accordance with the standards and specifications determined by the Service District and comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings, and orders of all governmental authorities applicable to the construction of Public Improvements, including the development standards set forth in the Service Plan. The Financing Districts agree to assist and coordinate with the Service District as necessary to administer District Construction Contracts, including, but not limited to, authorizing the Public Improvements to be constructed and making payment to contractors as required by this Agreement and the District Construction Contract upon satisfaction of the conditions for payment thereunder. If the Service District fails to take appropriate action or protect the interests of the Districts under a District Construction Contract, the Financing Districts, in their discretion, may provide the Service District with written notice of the applicable District's intent to take action under the District Construction Contract (the "Step-In Notice"). The Service District shall be allowed a period of thirty (30) days (or such longer time as the Districts may agree) after receipt of a Step-In Notice within which to take reasonable steps to cure such alleged failures. If the Service District does not take reasonable steps to cure such alleged failures by the deadline therefor, the applicable District may take such action as the applicable District deems reasonably necessary to approve, control, and supervise the design, construction, installation, and acquisition of Public Improvements under such District Construction Contract.

**6. Repayment and Funding of Capital Costs.** The Districts acknowledge that the Districts have incurred Former Owner Obligations, a portion of which represent costs associated with the construction and installation of certain Public Improvements for the benefit of the Districts and the residents and taxpayers thereof. The Districts further acknowledge and agree that the Districts may incur Future Obligations for the costs of Public Improvements benefiting the

Districts. The Districts hereby agree that the Districts shall pay the Former Owner Obligations and any Future Obligations in whole or in part, to the extent that revenues are available, budgeted and appropriated for such repayment, from one or more of the following sources: (i) the proceeds from the Series 2022 Bonds or other Bonds issued by RFMD 6 in its discretion, pursuant to and subject to the terms of the Indentures or any future indentures of trust that may be entered in to by one or more Districts, as the same may be amended from time to time, including any refundings thereof, with repayment secured by the pledge of revenue from RFMD 5 and RFMD 6 pursuant to the Capital Pledge Agreement; (ii) proceeds of Bonds issued by RFMD 1 in its discretion and any refundings thereof; (iii) proceeds of Bonds issued by RFMD 2 in its discretion and any refundings thereof; (iv) proceeds of Bonds issued by RFMD 3 in its discretion and any refundings thereof; (v) proceeds of Bonds issued by RFMD 4 in its discretion and any refundings thereof, pursuant to and subject to the terms of the Capital Pledge Agreement; (vi) proceeds of Bonds issued by RFMD 5 in its discretion and any refundings thereof, pursuant to and subject to the terms of the Capital Pledge Agreement; and (ii) any other revenue of the Districts, which the applicable District determines, in its sole discretion, is available for such purpose. The Districts hereby acknowledge and agree that the Financing Districts' agreement to pay the Future Obligations as provided in this Section 6 may not be terminated by the Financing Districts, unless this Agreement is amended in writing and duly executed by the Districts and further provided that such termination does not violate any provision or covenant set forth in any bond resolution, indenture, pledge agreement, loan document and/or any other document related to the Bonds and Additional Bonds issued by RFMD 6 and/or any bond resolution, indenture, pledge agreement, loan document and/or any other document related to any Bonds issued by one or more Districts. The Districts hereby further agree that the net proceeds of any Bonds or other obligations of the Financing Districts shall first be applied to the payment of any outstanding Future Obligations.

**7. Imposition of Fees.** The Districts agree that the Service District and/or the Financing Districts may impose reasonable fees for the use of the District-Owned Improvements by residents of one or more of the Districts provided, however, that all revenues therefrom are used to pay the costs of financing, administering, operating, and maintaining the District-Owned Improvements. The Districts further agree that each of the Districts may impose reasonable fees to finance capital improvements to District-Owned Facilities and/or to construct other Public Improvements. The Districts further agree that none of the Districts shall impose any rates, tolls, fees or other charges on vacant lots or other undeveloped property within its boundaries in excess of the rates, tolls, fees or other charges applicable to developed residential lots or engage in any other act or omission that may impair future development in a manner that could adversely affect the amount of RFMD 4 and/or RFMD 5's Pledged Revenue (as that term is defined in the documents related to the Series 2022 Bonds) or delay the timing of RFMD 6's receipt of Pledged Revenue or remittance thereof to the Trustee in accordance with the provisions of the documents related to the Series 2022 Bonds. A developed residential lot or developed commercial property for purposes of this section includes real property to which any public improvements (e.g., water or sewer) or private utilities (e.g., gas or electric) have been made available regardless of whether vertical construction has occurred on such property.

**8. Effectuation of Pledge of Security, Current Appropriation.** The sums herein required to pay the amounts due hereunder are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or

measures to be adopted or passed by the Boards of Directors of the Financing Districts in each year while any of the obligations herein authorized are outstanding and unpaid. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the to levy ad valorem property taxes, or as limiting or impairing the obligation of the Financing Districts to levy, administer, enforce and collect the ad valorem property taxes as provided herein for the payment of the obligations hereunder.

**9. Service District Compensation.** The compensation for the provision of services described hereunder by the Service District, as applicable, shall be agreed upon by the Districts each year, on or before the adoption of an annual budget by the Financing Districts.

**10. Service District Termination Rights.** The Service District shall have the option to terminate the provisions hereof pertaining to its engagement as operator of the Public Improvements (as provided in Paragraph 3 hereof) and/or district administrator (as provided in Paragraph 4 hereof) to one or more of the Financing Districts at the end of any fiscal year; provided that written notice of such termination is provided to the Financing District(s) no later than September 30 of the final fiscal year in which operations and maintenance services and/or administrator services are sought to be provided. In addition, in the event that one or more of the Financing Districts cannot agree upon a budget for the provision of such operations and maintenance services and/or administrator services, including the Service District's compensation for the same, the Service District shall have the option to terminate this Agreement (with respect to the services described in Paragraph 3, Paragraph 4, or both) with the applicable District(s), at the end of the then-current fiscal year with the applicable Financing District(s). Upon the termination of the portion of this Agreement pertaining to the services provided in Paragraph 3, the Service District shall cause legal title in all applicable District-Owned Improvements to be conveyed to or at the direction of the applicable Financing District(s), and shall cause all contracts relating to the operation and maintenance of the District-Owned Improvements to be assigned to or at the direction of the applicable Financing District(s).

**11. No Unintended Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, any rights, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the parties shall be for the sole and exclusive benefit of the parties. The covenants, terms, conditions, and provisions contained herein shall inure to and be binding upon the representatives, successors, and permitted assigns of the parties hereto. This Agreement is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a party hereto, including without limitation, the owners of bonds issued by the Districts.

**12. Amendment.** This Agreement may be amended from time to time by agreement among the Districts; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Districts unless the same is in writing and duly executed by the Districts.

**13. Assignment.** Except as set forth herein or as contemplated in the Service Plan, neither this Agreement, nor any District's rights, obligations, duties or authority hereunder may be assigned in whole or in part by any District without the prior written consent of all the other Districts. Any such attempt of assignment without the requisite consent shall be deemed void and of no force and effect at the election of any District with consent rights. 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.

**14. Instruments of Further Assurance.** The Districts each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

**15. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**16. Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

**17. Recovery of Costs.** In the event of any litigation between or among the Districts hereto concerning the subject matter hereof, the prevailing District(s) in such litigation shall be entitled to receive from the losing District(s), in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses incurred by the prevailing District(s) in such litigation, including reasonable attorneys' fees.

**18. Governmental Immunity.** Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

**19. Integration.** This Agreement contains the entire agreement between and among the Districts regarding the subject matter hereof, and no statement, promise or inducement made by any District or the agent of any District that is not contained in this Agreement or separate written instrument shall be valid or binding.

**20. 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 herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**21. Headings.** The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**22. Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank.]**

DRAFT

**IN WITNESS WHEREOF**, the Districts have executed this Agreement on the date first above written.

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Its: Rudy Byler  
\_\_\_\_\_  
President  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: Michael Kleinman  
\_\_\_\_\_  
Secretary/Treasurer  
\_\_\_\_\_

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
Its: Rudy Byler  
\_\_\_\_\_  
President  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: Michael Kleinman  
\_\_\_\_\_  
Secretary/Treasurer  
\_\_\_\_\_

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
Its: Rudy Byler  
\_\_\_\_\_  
President  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: Michael Kleinman  
\_\_\_\_\_  
Secretary/Treasurer  
\_\_\_\_\_

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 4

By: Rudy Byler  
Its: President

ATTEST:

By: Michael Kleinman  
Its: Secretary/Treasurer

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 5

By: Rudy Byler  
Its: President

ATTEST:

By: Michael Kleinman  
Its: Secretary/Treasurer

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6

By: Rudy Byler  
Its: President

ATTEST:

By: Michael Kleinman  
Its: Secretary/Treasurer



**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

February 21, 2022

Board of Directors  
 RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6  
 8390 E. Crescent Pkwy., Ste. 300  
 Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

## **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](https://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

## ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

## ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

## **Limitation of remedies**

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

## **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

## **CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.



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- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

#### **Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

#### **Other provisions**

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://nexia.com/member-firm-disclaimer) for details.

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. ("CORA").

#### Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers' Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



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by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

### **Governmental Immunity**

Nothing in this MSA 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.

### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

#### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

#### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

#### ***Counterpart Execution***

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

#### ***Electronic Signatures***

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### ***MSA Modification***

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

#### ***Termination of MSA***

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

#### ***Agreement***

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings,



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.

negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response:**

This agreement correctly sets forth the understanding of RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6.

APPROVED:

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Signature

---

Title

---

Date



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

### **Special Districts Preparation SOW**

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 ("you" and "your") dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

#### **Scope of professional services**

**Gigi Pangindian** is responsible for the performance of the preparation engagement and other services identified in this agreement. She may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

#### ***Ongoing normal accounting services:***

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records
  - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
  - Prepare billings, record billings, enter cash receipts, and track revenues
  - Reconcile certain accounts regularly and prepare journal entries
  - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors' review and approval.
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements' requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

### **Preparation services – financial statements**

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

### ***Preparation services – prospective financial information (i.e., unexpired budget information)***

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

## Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

## Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the

Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the 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 and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation of the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from

Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

### **Use of financial statements, the annual budget, the Application for Exemption from Audit**

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute

information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

#### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

#### ***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

#### ***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

#### ***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

APPROVED:

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Signature

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Title

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Date



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

## **Payroll Services SOW**

### **RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6**

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 ("you" and "your") dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

#### **Scope of payroll preparation services**

We will provide the following payroll preparation services from information you provide:

- For each pay period:
  - Perform payroll calculations
  - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
  - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
  - Processing retirement plan contribution payments
  - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
  - All copies of required forms W-2 and W-3
  - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
  - Form 943 – Employers Annual Tax Return for Agricultural Employees
  - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
  - Form 941 – Employers Quarterly Tax Return
  - State Employers Quarterly Withholding Return
  - State Employers Quarterly Unemployment Tax Return (SUTA)
  - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability

- Cash access services related to payroll services
  - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
  - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
  - Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
  - Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
  - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
  - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
  - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

#### **Our responsibility to you and limitations of the payroll services**

We will prepare the entity's federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

## **Your responsibilities**

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

## **Your responsibilities relevant to CLA's access to your cash**

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

**Fees**

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

**Tax examinations**

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

**Record retention**

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

### **Tax consulting services**

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

### **Communications and confidentiality**

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

**Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

**Legal compliance**

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**



Gigi Pangindian, CPA

Principal

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response:**

This letter correctly sets forth the understanding of RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6.

APPROVED:

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Signature

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Title

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Date



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

## **Special Districts Public Improvement Fee SOW**

This agreement constitutes a Statement of Work ("SOW") to the Master Service Agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Rudolph Farms Metro Districts Nos. 1-6 ("you" and "your") dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

Gigi Pangindian, CPA, is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

### **Services to be Provided**

#### *PIF Receiving Agent Services*

- Coordinate with leasing agent to obtain contact information on all new tenants.
- Provide all tenants with proper PIF documentation and placards for display.
- Coordinate with tenants to ensure proper disclosure and calculation of PIF.
- Designated receiving agent for PIF payments.
- Receive, receipt and deposit PIF payments.
- Coordinate with accountant on revenue distribution.
- Maintain and monitor PIF receipts and records.
- Quarterly compliance checks at retail locations.
- Follow-up correspondence with retailers from compliance checks.
- Coordination with leasing agent or legal counsel as necessary.

### **CLA shall be authorized to the following cash access services:**

- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.

### **Board of Directors responsibilities relevant to CLA's access to your cash**

Someone with management or board of directors' designated authority is responsible for the processes below. All approvals must be documented in writing, either electronically or manually, or formally approved and documented in the minutes of the district board meeting:

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system

- Get approval for non-recurring wires to external parties.
- Get pre-approval for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### **CLA'S 2022 STANDARD HOURLY RATES SERVICES:**

- |                                  |               |
|----------------------------------|---------------|
| • Principals                     | \$300 - \$400 |
| • Public managers                | \$150 - \$225 |
| • Assistant public managers      | \$135 - \$150 |
| • Public management analysts     | \$100 - \$135 |
| • District administrators        | \$125 - \$140 |
| • Records retention coordinators | \$ 95 - \$110 |

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

#### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employees or contract with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

#### ***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

#### ***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

#### ***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the illegal alien. [CRS 8-17.5-102(2)(b)(A) and (B)]

#### ***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

#### ***Agreement***

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**

A handwritten signature in blue ink that reads "Gigi Pangindian". The signature is fluid and cursive, with the first name "Gigi" and last name "Pangindian" clearly distinguishable.

Gigi Pangindian, CPA

Principal

Gigi.Pangindian@CLAconnect.com

APPROVED:

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Signature

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Title

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Date



**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

## Public Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6 (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### Scope of professional services

**Matt Urkoski** is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

### Scope of Public Management Services

CLA will perform the following services for the District:

#### District Board of Directors (“Board”) Meetings

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

#### Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

#### Communications

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

### **Contract Administration**

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- In conjunction with District counsel, ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Coordinate with and/or at Board direction, supervise District vendors

### **Document Administration**

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

### **Accounts Payable Services to be Provided:**

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### CLA'S 2022 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$300 - \$400
- Public managers \$190 - \$240
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

#### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

#### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

##### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

##### ***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

##### ***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**



Matt Urkoski  
Principal  
matt.urkoski@claconnect.com

APPROVED:

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Signature

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Title

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Date

**RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 AND  
PNE PROSPECT ROAD HOLDINGS, LLC  
ADVANCE AND REIMBURSEMENT AGREEMENT  
(Operations and Maintenance Expenses)**

This **ADVANCE AND REIMBURSEMENT AGREEMENT** (the “Agreement”) is made and entered into on this 6th day of April, 2022 (the “Effective Date”), by and between **RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and **PNE PROSPECT ROAD HOLDINGS, LLC**, a Colorado limited liability company (“Developer”), individually referred to herein as “Party” and collectively referred to herein as “Parties.”

**RECITALS**

**WHEREAS**, the District, Rudolph Farms Metropolitan District No. 1, Rudolph Farms Metropolitan District No. 2, Rudolph Farms Metropolitan District No. 3, Rudolph Farms Metropolitan District No. 4, and Rudolph Farms Metropolitan District No. 5, (collectively, the “Districts”) were formed and exist as special districts pursuant to §§ 32-1-101, *et seq.*, C.R.S. for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the Districts, their residents, users, property owners and the public; and

**WHEREAS**, included among the powers of the Boards of Directors of the Districts (the “Board”), pursuant to §§ 32-1-1001(1)(d), (e), (h), and (i), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the District; to manage, control and supervise the business and affairs of the District; to appoint, hire, and retain agents, employees, engineers and attorneys; and to borrow money and incur indebtedness; and

**WHEREAS**, on March 6, 2018, the City Council of the City of Fort Collins, Colorado approved the “Consolidated Service Plan for Rudolph Farms Metropolitan District Nos. 1-6” (the “Service Plan”) for the Districts; and

**WHEREAS**, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements to serve the Districts, their residents, users, property owners and the public; and

**WHEREAS**, the Districts have entered into or anticipate entering into an District Facilities Construction and Service Agreement (Master IGA) dated April 6, 2022, pursuant to which the Districts agreed to engage the District to provide operations, maintenance and administrative services on behalf of the Districts and the Districts agreed to provide moneys sufficient to fund the same by imposing ad valorem property taxes and/or fees sufficient to fund the costs of such services; and

**WHEREAS**, the District currently has insufficient funds to pay for (i) the maintenance and operation costs incurred in the ordinary course of business and necessary for the operations and maintenance of the public improvements, facilities and services of the Districts; (ii) the general administration of the Districts (including, but not limited to, maintaining the Districts as lawfully existing political subdivisions of the State); and (iii) fulfilling the obligations of the Districts under the Service Plan, which collective costs may include, but are not limited to legal, accounting, design, engineering and management costs (collectively, the “Operations Costs”); and

**WHEREAS**, the District and Developer agree that the advance of funds by the Developer for the District’s Operations Costs on behalf of or to the Districts (the “Advances”) is consistent with the public objectives and purposes of the Districts; and

**WHEREAS**, as of the date of this Agreement, Developer has made Advances for Operations Costs of the District and may make Advances for the Operations Costs of the District in the future; and

**WHEREAS**, the Board has determined that the best interests of the Districts, its residents, users and property owners and the public will be served by the District’s acknowledgement of and provision for the terms of reimbursement of the Advances; and

**WHEREAS**, the District and Developer desire to enter into this Agreement concerning and recognizing the Advances and the terms of reimbursement of the Advances by the District.

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

### **COVENANTS AND AGREEMENTS**

1. Recitals. The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

2. Purpose of the Agreement. This Agreement establishes the terms and conditions upon which: (a) the Developer may make Advances to or on behalf of the District for the Operations Costs, and (b) the District may make reimbursement to the Developer for the Advances.

3. Advances.

A. *Amount*. The Developer hereby agrees to advance funds or expend funds on behalf of the District for Operations Costs in one or more installments, provided that in no event shall the total amount that the Developer shall advance to the Districts or expend on behalf of the Districts, exceed [REDACTED] Dollars and [REDACTED] Cents (\$ [REDACTED]) (the “Maximum Advance Amount”). The Maximum Advance Amount constitutes the maximum amount that may be advanced or expended hereunder, notwithstanding any payment or prepayment of any

portion of the funds advanced or expended pursuant to the terms hereof, unless this Agreement is further supplemented or amended.

B. *Manner for Requesting Advances.* The District's accountants on behalf of the Board shall from time-to-time request Advances from the Developer in order to fund the Operations Costs of the District consistent with its approved budgets. The District shall provide, at the request of Developer, substantiation of the need for such Advances.

4. Use of Funds.

A. The District agrees that it shall apply all Advances solely to the payment of the Operation Costs, as such costs are budgeted and appropriated as District expenditures. Said funds may not be used for any other purpose without the prior written consent of the Developer.

B. The District shall prepare and adopt a budget annually for the duration of this Agreement, and/or at such other times as may be provided by law, which shall be available to the Developer for inspection, upon reasonable request.

C. The District may budget all or a portion of the aggregate amount that may be advanced to or expended on behalf of the District hereunder as "revenue" from year to year, thereby enabling it to appropriate sufficient funds to pay the expenses set forth in its budget.

5. Recognition of Advances. The District acknowledges that the Developer has made Advances to the District in the total amount of [REDACTED] Dollars and [REDACTED] Cents (\$ [REDACTED]), on the dates and in the amounts as shown in **Exhibit A**, attached hereto and incorporated herein by this reference, toward the District's Operations Costs. The Parties shall periodically record additional Advances and repayments of Advances on the Outstanding Advance & Reimbursement Obligation form (the "Form"), which is attached hereto as **Exhibit B** and incorporated herein by this reference. Further, the District shall direct its accountant to regularly account for any Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Developer may request an inspection of the accounting of such funds.

6. Reimbursement of Advances. The District shall repay the Advances made hereunder, together with interest at the rate of eight percent (8%) per annum on such sums advanced as provided in this Paragraph. The District may make such repayment from ad valorem property revenues generated or received by the District and/or any other revenues of the District, including revenue of the Districts, fees, rates, tolls, and charges, as the District determines, in its sole discretion, are available for repayment and not otherwise required for operations, maintenance, capital improvements, and debt service costs and other expenses of the District, subject to any restrictions provided in the Service Plan and the District's electoral authorizations. Any repayment of funds by the District pursuant to this Agreement shall be subject to the annual appropriation of funds by the District, and shall be subject to the terms and conditions of and subordinate to, the issuance of any bonds, loans, notes, intergovernmental agreements or other similar debt instruments (collectively, the

“Bonds”) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto. Any repayment of funds by the District pursuant to this Agreement shall be subject to the mill levy certified by the District for the purpose of repaying advances made hereunder not being higher than any applicable mill levy cap, as it now exists or may be amended from time to time. Repayment by the District of some or all the amounts owing hereunder, shall be contingent upon legally available revenues of the District being available as described in this Paragraph. Failure by the District to repay the amounts due hereunder as a result of insufficient funds shall not constitute a default, nor subject the District to any claims and/or causes of action by the Developer, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Interest shall accrue as of the date each Advance is made to the District, regardless of the date such Advance is recorded on the Form. Payments by the District under this Paragraph shall be applied first to interest on, then to principal of the Advances in chronological order in accordance with the date each Advance is made to the District. Any repayment shall be recorded at least annually on the Form.

7. Term/Termination. The Parties may terminate this Agreement by mutual written agreement of the Parties. Unless earlier terminated, this Agreement shall be in effect until the end of the fiscal year in which the Agreement was executed and shall automatically renew for an additional one-year period at the end of that fiscal year and each fiscal year thereafter, provided, however, this Agreement and any obligation of the District to reimburse the Developer shall expire on the date that is thirty (30) years after the Effective Date (the “Termination Date”). In the event the District has not reimbursed the Developer for any Advance(s) made pursuant to this Agreement on such Termination Date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of: (a) the Developer's voluntary dissolution, liquidation, winding up or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Paragraph shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the Districts relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Paragraph occur.

8. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation – Subject to Annual Appropriations. The payment obligations under this Agreement shall be subject to annual appropriation by the Board in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

9. Notice and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications (“E-Mail”), and such notices shall be addressed as follows:

To the District:

Rudolph Farms Metropolitan District Nos. 1-6  
c/o CliftonLarsonAllen LLP  
Attn: Lisa Johnson  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

With a copy to:

Icenogle Seaver Pogue, P.C.  
Attn : Tamara Seaver  
4725 S. Monaco Street, Suite 360  
Denver, Colorado 80237

To Developer:

PNE Prospect Road Holdings, LLC  
900 Castleton Road, Suite 118  
Castle Rock, CO 80109

or to such other address as either Party may from time to time specify in writing to the other Party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving Party must respond via “reply” acknowledging receipt of the E-Mail notification or a read receipt or delivery receipt must be provided to the sender. If the sending Party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

10. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

11. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the District for Operations Costs and sets forth the rights, duties and obligations of each Party 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.

13. 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 Agreement 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.

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 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.

15. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

16. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Districts pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

17. Applicable Laws. 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.

18. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against any 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.

19. Assignment. This Agreement may not assigned. Any purported assignment in violation of the provisions hereof shall be void and ineffectual.

20. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Developer shall be for the sole and exclusive benefit of the Districts and the Developer.

21. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

22. Authority. By its execution hereof, each Party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and 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.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6:**

\_\_\_\_\_  
Rudy Byler, President

ATTEST:

\_\_\_\_\_  
Michael Kleinman, Secretary/Treasurer

**PNE PROSPECT ROAD HOLDINGS, LLC**

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

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

ATTEST:

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

**EXHIBIT A**  
**Recognition of Advances**

**EXHIBIT B****Outstanding Advance & Reimbursement Obligation Form**

## **OUTSTANDING ADVANCE & REIMBURSEMENT OBLIGATION FORM**

In accordance with Paragraph 2(c) of the *Advance and Reimbursement Agreement (Operations and Maintenance Expenses)*, dated April 6, 2022 the Parties agree that the information recorded below represents the outstanding Advances and Reimbursable Payment obligations as between the Parties on the date indicated.

### **ADVANCES & DATE OF ADVANCES**

### **PAYMENTS & DATE OF PAYMENT**

Total current outstanding Advance balance: \_\_\_\_\_

**[The remainder of this page intentionally left blank.]**

RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

PNE PROSPECT ROAD HOLDINGS, LLC

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

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

ATTEST:

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

**PIF COLLECTION AGREEMENT  
BY AND AMONG**

**PNE PROSPECT ROAD HOLDINGS, LLC,  
As Developer**

**CLIFTONLARSONALLEN, LLP,  
As Collecting Agent**

**RUDOLPH FARMS METROPOLITAN DISTRICT NO 6.,  
As the District**

**AND**

**UMB BANK, N.A.,  
As Trustee**

**DATED AS OF April 6, 2022**

**THIS PIF COLLECTION AGREEMENT** regarding the collection of PIF Revenues dated as of April 6, 2022, is entered into among PNE Prospect Road Holdings, LLC, a Colorado limited liability company (the "Developer"), Rudolph Farms Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), CliftonLarsonAllen LLP, a Minnesota limited liability partnership (the "Collecting Agent"), and UMB Bank, N.A., a banking institution having an office and corporate trust offices in Denver, Colorado (the "Trustee").

All capitalized terms used herein, unless otherwise defined herein, will have the meanings ascribed to them in **Exhibit A** attached to this PIF Collection Agreement, or if not otherwise defined herein, as set forth in the Senior Indenture and Subordinate Indenture (both defined below).

## **BACKGROUND**

A. Developer is constructing a commercial mixed-use development to be known as "Rudolph Farms" (the "Development") on an approximately 133-acre site located in the City of Fort Collins, Larimer County, Colorado (as more particularly described on Exhibit A to the PIF Covenant, the "Rudolph Farms Site").

B. The District is a Title 32 special district organized pursuant to the laws of the State of Colorado in order to construct and install, or cause to be constructed and installed, public improvements to serve the Development and other properties within and without the service area boundaries of such District, all in accordance with its Service Plan, the costs of which may, in accordance with Colorado law, C.R.S. § 32-1-1001, *et seq.*, lawfully be paid for by the District, including, without limitation, water improvements and facilities, safety protection devices, sanitation improvements and facilities, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, marketing, security, grading, landscaping, transportation improvements and facilities and storm and wastewater management facilities and associated land acquisition and remediation (the "Projects").

C. In order to provide for the financing of the Projects, the District (i) intends to enter into an Indenture of Trust (Senior) with the Trustee (the "Senior Indenture"), pursuant to which the District will be issuing its Revenue Supported Limited Tax General Obligation Bonds, Series 2022A ("Series 2022A Senior Bonds") secured by certain revenues, including Senior Pledged PIF Revenues; (ii) intends to enter into an Indenture of Trust (Subordinate) with the Trustee (the "Subordinate Indenture," and together with the Senior Indenture, the "Indentures"), pursuant to which the District will be issuing its Subordinate Revenue Supported Limited Tax General Obligation Bonds, Series 2022B ("Series 2022B Subordinate Bonds" and together with the Series 2022A Senior Bonds, the "Series 2022 Bonds") secured by certain revenues, including Subordinate Pledged PIF Revenues; and (iii) contemplates the issuance of bonds, notes, commercial, paper or other securities issued by the District pursuant to the provisions of the Indentures which are payable from among other revenues, the Pledged PIF Revenues and which payment is secured by a pledge of and lien on, among other revenues, such Pledged PIF Revenues, including without limitation Additional Obligations (as defined in the Senior Indenture) (collectively, with the Series 2022 Bonds, the "Bonds"). Under the Indentures, the principal of and interest on the Series 2022A Senior Bonds and Series 2022B Subordinate Bonds are payable

from, among other revenues, the Senior Pledged PIF Revenues and Subordinate Pledged PIF Revenues, respectively.

D. It is clearly intended and understood by the Collecting Agent, the District, the Developer and the Trustee that (i) the nature of the PIF is that of a fee imposed for the benefit of the District under private contract and not through the exercise of any taxing authority of the District or any other governmental body, (ii) the PIF Revenues are not tax revenues in any form, (iii) the PIF Revenues are the property of the parties to which they are ascribed herein, (iv) the authority of the Collecting Agent to receive the PIF Revenues is derived through this PIF Collection Agreement, the PIF Covenant and the Developer Leases, and (v) each Retailer has or will execute a Waiver of Confidentiality with respect to (a) information contained in the reports submitted to the Collecting Agent by such Retailers and (b) their books and records related thereto.

E. Notwithstanding anything to the contrary herein or any other document related to the Projects and any other public improvements related to the Development, the parties hereto acknowledge and agree that (i) neither the Developer nor any Retailer has any dominion or control over the PIF Revenue, (ii) to the extent any PIF Revenue is collected by the Developer or any Retailer, the Developer and such Retailer are acting solely as an agent for and on behalf of the parties hereto entitled to such PIF Revenue, (iii) the PIF is a fee imposed on the Retailers to finance the public improvements described in the PIF Covenant and the Indentures.

**F. THE BONDS DO NOT CONSTITUTE OBLIGATIONS, DEBT OR INDEBTEDNESS OR MULTIPLE FISCAL YEAR OBLIGATIONS OF THE CITY, COUNTY, DEVELOPER, RETAILERS OR THE STATE AND DO NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY, COUNTY OR THE STATE, OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS. NEITHER THE CITY NOR THE COUNTY NOR THE STATE NOR THE DEVELOPER NOR ANY OF ITS AFFILIATES OR RETAILERS HAS ANY OBLIGATION WHATSOEVER TO PAY THE PRINCIPAL OF AND/OR INTEREST ON THE BONDS.**

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Collecting Agent, the District, the Developer and the Trustee agree as follows:

## **ARTICLE 1 ASSIGNMENT AND DISPOSITION OF PIF REVENUES**

**Section 1.01 Assignment of Rights to PIF Revenues.** In consideration of the promises contained herein and the issuance by the District of the Series 2022 Bonds for the purpose of financing the Projects, the Developer hereby assigns all right, title and interest, if any, in the PIF Revenues to the District in accordance with this Article 1. Under the Senior Indenture, the District will assign the PIF Revenue (as that term is defined in the Senior Indenture) to the Trustee, on behalf of the holders of the Series 2022A Senior Bonds, to be applied in accordance with the provisions thereof. Under the Subordinate Indenture, the District will assign the Subordinate PIF Revenue (as that term is defined in the Subordinate Indenture) to the Trustee, on behalf of the holders of the Series 2022B Subordinate Bonds, to be applied in accordance with the provisions thereof.

### **Section 1.02 Disposition of PIF Revenues.**

(a) Subject to subparagraph (b) hereof, in accordance with directions to be provided to Retailers by the District and the Collecting Agent as provided in Section 2.02 hereof, all PIF Revenues are to be paid by Retailers directly to the Collecting Agent, for further remittance by the Collecting Agent to the Trustee, to be applied in accordance with the provisions of the Indentures.

(b) At such time as the Trustee advises the Collecting Agent and the District that all Bonds have been defeased in accordance with the terms of their respective Indentures, PIF Revenues are thereafter to be paid to the District, or its designee, and applied at the direction of the District to the operation and maintenance of public improvements and the costs of additional public improvements or any other lawful purpose. The District may, in its sole discretion, reduce or terminate the PIF after the defeasance of all Bonds in accordance with the terms of the PIF Covenant.

(c) Those PIF Revenues payable to the Collecting Agent for remittance to the Trustee in accordance with subparagraph (a) hereof are referred to herein as the "Pledged PIF Revenues."

### **Section 1.03 Survival of Assignment and Disposition of PIF Revenues Provisions.**

Unless expressly provided in writing and executed by the Trustee (so long as any Bonds remain outstanding), the Collecting Agent, the District, and the Developer, the provisions of this Article 1 shall survive the termination of this PIF Collection Agreement with respect to the Collecting Agent's obligation to provide certain services in connection with the PIF Revenues and the PIF Revenues shall continue to be payable to the District or the Collecting Agent, and assigned to the Trustee, as provided in this Article 1 and in the Indentures.

## **ARTICLE 2 PUBLIC IMPROVEMENT FEES**

### **Section 2.01 Nature and Imposition of the Public Improvement Fees.**

(a) The Developer hereby agrees, for the benefit of the District and the Trustee, to record, for the benefit of the District, the PIF Covenant (a form of which is attached hereto as **Exhibit C**) against the Rudolph Farms Site, which PIF Covenant shall run with the land in accordance with the terms thereof, and to include similar provisions relating to the PIF in the Developer Leases.

(b) The PIF shall be imposed upon and collected from each Retailer's customers and become due and payable from each Retailer in regard to all PIF Sales. The Collecting Agent shall notify Retailers of any procedures that the Retailers should follow with respect to notifying customers concerning the PIF, as such procedures are developed by the Collecting Agent in consultation with the District, the Trustee, and the Developer and so as to comply with all applicable laws and reasonable business practices. Until such time as all Bonds issued under the Indentures are defeased and the District directs otherwise, the Collecting Agent is hereby designated the "PIF Collection Agent" for purposes of those provisions relating to the payment and reporting of the PIF Revenues set forth in the PIF Covenant and the Developer Leases, and for purposes of all

waivers, auditing rights, and releases provided in the Developer Leases and PIF Covenant in connection with the PIF Revenues and Reported Sales. Retailers shall be notified of such designation in the Information Booklet described below. Retailers shall calculate and report PIF Revenues to the Collecting Agent, as provided in the PIF Covenant and the Developer Leases.

**Section 2.02 Provision of PIF Information.** On or before January 1 each year, the Collecting Agent shall provide each Retailer with an Information Booklet, as the same may be changed from time to time, regarding the imposition of the PIF and collection of the PIF Revenues. In addition, the Collecting Agent shall supply all Retailers with reporting forms, procedures and other instructions concerning the collection and remittance of PIF Revenues and the reporting requirements related to the State Sales Tax Laws, as provided in the PIF Covenant. The costs of preparation of such forms, procedures and other instructions shall be paid as set forth in Section 3.05. In the event that the Collecting Agent changes such reporting forms, procedures or other instructions, the Collecting Agent shall promptly communicate such changes to Retailers, the Developer, the District, and the Trustee upon the preparation thereof.

**Section 2.03 Calculation of PIF.** Pursuant to the terms of the PIF Covenant, the PIF shall be determined by multiplying the amount of each PIF Sale by 3.0%. The PIF shall be due and payable in accordance with the provisions contained in the PIF Covenant, attached hereto as Exhibit C.

**Section 2.04 Remittance of PIF Revenues to the Collecting Agent for further Remittance to the Trustee.** PIF Revenues shall be remitted by each Retailer to the Collecting Agent substantially as set forth below:

(a) Not later than the 20<sup>th</sup> day of the first month following the end of a Collection Month (as evidenced by postmark), Retailers shall remit collected PIF Revenues to the Collecting Agent by means of reporting forms, as the same may be changed from time to time, and procedures to be provided by the Collecting Agent to the Retailers consistent with Section 2.02 hereof. Reporting forms will be on file with the Collecting Agent and available upon reasonable request. Any specific instructions regarding use of reporting forms and payment procedures in addition to the information set forth in the Information Booklet will be provided to the District and to the Retailers by the Collecting Agent. Not later than the 15<sup>th</sup> day of the month following receipt of PIF Revenues from Retailers for the previous Collection Month, the Collecting Agent shall remit collected PIF Revenues to the Trustee for deposit by the Trustee, as required by the Indentures.

(b) PIF shall be calculated and imposed on all PIF Sales at the applicable rate stated in Section 2.03 hereof prior to the calculation and assessment of any Sales Tax, and before any other county, municipal or other sales taxes required to be imposed by law. All Sales Tax and sales taxes of other taxing entities shall be calculated and assessed on the sum of the sales price plus the amount of the PIF.

(c) It is the intent of the parties hereto that all adjustments, including but not limited to refunds, additions, or other modifications to PIF Revenues due from the Retailers, shall be processed in a manner substantially similar to the process used and required by the State for

any appropriate adjustments to Sales Tax. If any subsequent adjustments, additions, or modifications are made to any PIF Revenues remitted or paid, or report made, by a Retailer to the Collecting Agent, that Retailer shall provide the Collecting Agent with true and complete copies of all revised reports or other written material issued or received by a Retailer in regard thereto. If any such adjustment increases the amount of PIF Revenues which the Retailer is required to remit or pay, or results in a refund of a PIF Revenues overpayment, the Retailer shall immediately pay such additional PIF Revenues in the amount due, or shall receive an appropriate credit against the next PIF Revenues due from that Retailer in the amount of such PIF Revenues overpayment. The Retailer shall claim such credits and/or pay such additional PIF Revenues in the next monthly reporting period by use of the standard reporting and remittance forms. All reports made or provided by Retailers relating to the PIF or the Sales Tax shall be maintained by the respective Retailers for at least three years from the date of submission thereof to the Collecting Agent and, upon written request, shall be made available to the Collecting Agent, the Trustee, the District, and/or the Developer for inspection and audit.

### **ARTICLE 3 COLLECTION OF THE PIF REVENUES**

#### **Section 3.01 Appointment of Trustee and Collecting Agent.**

(a) The Collecting Agent is hereby appointed to receive the PIF Revenues and to remit such PIF Revenues to the Trustee in accordance with Section 2.04(a) above, and the Trustee and the Collecting Agent are hereby appointed to provide such other services in connection with the PIF Revenues, as provided herein by (i) the Developer, as the party contractually imposing the PIF on behalf of the District; (ii) the District, as a beneficiary of the PIF Revenues; and (iii) the Trustee, as the assignee of the Pledged PIF Revenues. The Collecting Agent is appointed for the purpose of providing certain services in connection with the PIF Revenues, subject to Section 4.04. By the execution of this PIF Collection Agreement, the Collecting Agent accepts the responsibility of receiving all PIF Revenues from the Retailers and remitting the same to the Trustee, and the Trustee accepts the responsibility of depositing, without any deduction therefrom, (i) the Senior Pledged PIF Revenues into the Revenue Fund (as defined in the Senior Indenture), subject to the limitations and terms of this PIF Collection Agreement and the Senior Indenture; and (ii) the Subordinate Pledged PIF Revenue into the Subordinate Bond Fund (as defined in the Subordinate Indenture), subject to the limitations and terms of this PIF Collection Agreement and the Subordinate Indenture. By execution of this PIF Collection Agreement, the Collecting Agent accepts and agrees to observe and perform the duties and obligations of the PIF Collection Agent under the PIF Covenant and Collecting Agent pursuant to this Agreement.

(b) The parties hereto acknowledge that, pursuant to the Indentures, so long as the Bonds are outstanding, the Trustee has agreed to assume all obligations of the Collecting Agent hereunder in the event that the Collecting Agent is no longer able or willing to do so.

#### **Section 3.02 Covenants of the Parties.**

(a) To the extent permitted by law, all books and documents in the possession of any party to this PIF Collection Agreement relating to the PIF Revenues shall at all reasonable times be open to

inspection by the other parties to this PIF Collection Agreement or their designees, subject to applicable confidentiality restrictions, if any.

(b) The Developer shall not enter into any agreement amending any of the provisions relating to imposition of the PIF and payment of the PIF Revenues contained in the PIF Covenant or the Developer Leases or waive any such provision. For so long as Bonds are outstanding, and except as permitted by the PIF Covenant, the District shall not consent to any agreement amending such provisions in the PIF Covenant, if such agreement or waiver would result in a reduction of the PIF below 3.0%, or would result in the categories of sales comprising PIF Sales being less than the category of sales subject to Sales Tax. Any such purported amendment or waiver shall be void and of no force and effect.

(c) The Developer, the District, and the Collecting Agent shall at all times fully perform and comply with any agreements, covenants, terms, and conditions imposed upon or assumed by them pertaining to the PIF, and if any party fails to do so, the Trustee shall give written notice of such failure to the Developer, the District, and the Collecting Agent. If the identified failure is not corrected within ten (10) days of the receipt of such written notice, the Trustee may (but is not obligated to) take any action the Trustee reasonably deems necessary or desirable to prevent or to cure any default by either party in the performance of or compliance with any of either party's covenants or obligations pertaining to such PIF. The Trustee may (but is not obligated to) pay and expend such sums of moneys as the Trustee in its reasonable discretion deems necessary for this purpose.

(d) Commencing upon the issuance of the Series 2021 Bonds and for so long as the Series 2021 Bonds are outstanding, no later than the end of each month the Developer shall provide to the Trustee, the Collecting Agent, and the District current listings of the names and addresses of all Retailers and the date of opening of a Retailer's store or operation (including locations both leased and sold by Developer to the Retailer). The Developer shall provide such other information reasonably requested by the Trustee, the Collecting Agent, or the District to allow them to fulfill their respective obligations under this PIF Collection Agreement.

(e) The Developer shall make commercially reasonable efforts to provide a waiver by each Retailer either through or in the Developer Leases or transactions involving the PIF Covenant or by way of a waiver in form reasonably satisfactory to the Collecting Agent with respect to allowing the Trustee and the Collecting Agent to share the information contained in the reports, returns and other documents (including reports relating to the Sales Tax) as are delivered by Retailers pursuant to the terms of the PIF Covenant and Developer Leases and in substantially the form set forth in Exhibit D attached hereto. The Collecting Agent shall only be responsible for providing the reports described herein with respect to those Retailers for which the Developer has provided such a waiver.

(f) Within ten (10) days of receipt of a written request from the Developer, Developer's lender, or a Retailer, the District shall provide an estoppel certificate or substantially similar evidence confirming (or disclosing if applicable) that, to the best of its or their actual knowledge, as the case may be, (i) there have been no defaults or breaches of any of Developer's obligations under this PIF Collection Agreement, and (ii) providing such other

information or requests as the Developer, Developer's lender, or a Retailer may reasonably request.

### **Section 3.03 Collection and Reporting of PIF Revenues.**

(a) The parties hereto shall take the following specific actions in connection with the collection and reporting of PIF Revenues:

(i) The Collecting Agent shall receive the PIF Revenues as remitted by each Retailer after the close of each Collection Month, as required by the PIF Covenant and under the Developer Leases, and subject to Section 1.02(b) hereof, and shall remit the same to the Trustee as provided in Section 2.04(a) above. The Trustee shall receive the PIF Revenues as remitted to the Trustee by the Collecting Agent and shall deposit the same in accordance herewith and with the Indentures.

(ii) The Collecting Agent shall receive from the Retailers, on or before the 20<sup>th</sup> day of the first month following the close of each Collection Month (as evidenced by postmark), such reports, returns, and other documents (relating to the PIF, PIF Sales, the Sales Tax, and the Reported Sales) as are delivered by Retailers pursuant to the terms of the PIF Covenant and the Developer Leases. Upon request, the Collecting Agent shall provide copies of all such reports, returns and documents, accompanied by a report of all PIF Revenues received in the then-current calendar month (prior to the 15<sup>th</sup> day of the month after the Collection Month) to the Trustee. Upon reasonable request of the Developer or the District, the Collecting Agent shall make copies of the reports, returns and other documents it receives available to the requesting party at the expense of the District.

(iii) Not later than the 5<sup>th</sup> day (or the next succeeding Business Day) of the second month following the close of a Collection Month, the Collecting Agent shall send a First Delinquency Notice (subject to subparagraph (v) hereof) to any Retailer failing to remit PIF Revenues during the preceding month and any Retailer which has remitted what the Collecting Agent believes (which belief may be based solely upon the Collecting Agent's comparison of such Retailer's PIF Sales and Reported Sales reports to its remittance) to be an incorrect amount during the preceding month. The Collecting Agent shall send copies of all such First Delinquency Notices to the District, the Developer, and, upon request, the Trustee, together with a report compiling the names of Retailers to which the First Delinquency Notices have been sent and the months in which such Retailers are delinquent.

(iv) Not later than the 5<sup>th</sup> day (or the next succeeding Business Day) of the third month following the close of a Collection Month, the Collecting Agent shall send a Second Delinquency Notice to any Retailer which has failed to pay any PIF Revenues due and noticed in the previously distributed First Delinquency Notice. The Collecting Agent shall send copies of all such Second Delinquency

Notices to the District, the Developer, and, upon request, the Trustee, together with a report compiling the names of Retailers to which the Second Delinquency Notices have been sent and the months in which such Retailers are delinquent.

(v) If a Retailer who has received First and Second Delinquency Notices relating to PIF Revenues due in a particular month is subsequently delinquent in the remittance of PIF Revenues for consecutive months, the Collecting Agent shall send a Second Delinquency Notice in lieu of a First Delinquency Notice on the 5<sup>th</sup> day of the second month following the close of a Collection Month stating that, since the 20<sup>th</sup> day of the first month following the close of each Collection Month, default interest has been automatically accruing on the PIF Revenues attributable to the succeeding months and will continue to accrue until paid.

(vi) Subject to subparagraph (c) hereof, the Collecting Agent shall prepare and deliver to the District, any Dissemination Agent, the Developer, and, upon request, the Trustee, on or as soon as practicable after the 45<sup>th</sup> day following the close of a Collection Month, a report (A) describing the amount of Reported Sales and PIF Sales reported by each Retailer and the amount of PIF Revenues received by the Collecting Agent from each Retailer since the date of the immediately preceding report; (B) identifying those Retailers who are delinquent in submitting PIF Revenues, reports, returns, and other documents (or, in the case of reports to any Dissemination Agent, only the number of such Retailers delinquent in submitting PIF Revenues); and (C) describing the amount of PIF Revenues received by the Collecting Agent since the date of the last report representing delinquent PIF Revenues (including any penalties related thereto) and the Retailers (except with respect to reports to any Dissemination Agent) and Collection Month(s) to which such delinquent PIF Revenues (and penalties, if any) are attributable.

(vii) In addition to the notice described above, the Collecting Agent shall, if requested by the Developer, the District, or the Trustee, send a written notice to any Retailer that the Developer or the District believes has not fully complied with its obligations with respect to the PIF, specifying the nature and extent of such Retailer's non-compliance and requesting that such Retailer remedy its non-compliance. The Developer or the District shall provide the Collecting Agent with information sufficient to enable the Collecting Agent to prepare and send any such notices and provide a copy of all such communications, upon request, to the Trustee.

(viii) Upon receipt of any First Delinquency Notice from the Collecting Agent, the Developer shall, on behalf of the parties entitled to certain PIF Revenues hereunder, take all commercially reasonable action necessary to effect a direct cause of action and exercise its full right and authority to enforce the available remedies with respect to a breach by a Retailer of its obligations imposed by the PIF Covenant or under its Developer Lease (with respect to payment of PIF Revenues). The Developer shall take commercially reasonable efforts to complete

collection of delinquent PIF Revenues, reports, returns, and other documents not later than the end of the 5<sup>th</sup> month following the Collection Month. In the event the Developer fails to diligently pursue legal action to collect the delinquent PIF, the Trustee, the Collecting Agent, and the District are authorized to pursue such action.

(ix) Subject to subparagraph (c) hereof, the Collecting Agent shall provide to the Trustee, the District, and the Developer, within 30 days of the end of each calendar quarter and within 60 days after the end of each calendar year, an annual unaudited report setting forth the PIF Revenues received by the Collecting Agent for the preceding calendar quarter and year, respectively. Such reports may also be provided by the Trustee to holders of the Bonds. At reasonable times during regular business hours, the Developer, the District, or the Trustee are hereby authorized to audit or cause audits to be conducted of the Collecting Agent's books and records with respect to the Collecting Agent's receipt of the PIF Revenues.

(x) In addition to the foregoing procedures, the Collecting Agent hereby agrees to provide written notice to the Trustee, the District, and the Developer on or before February 20 of each year of the amount of the Reported Sales for the preceding Fiscal Year, based upon monthly reports of Retailers.

(b) In the event that the Developer or the Collecting Agent receives or otherwise possesses any PIF Revenues, including any penalties related thereto, inadvertently, through efforts to collect delinquent PIF Revenues, or through exercising its rights to enforce the provisions of the Developer Leases or otherwise, the Developer and the Collecting Agent hereby each agrees that it shall hold such funds in trust as an agent for the parties entitled thereto hereunder and remit to the Trustee, immediately and without demand, all such sums so received or otherwise in its possession, after deduction of any reasonable costs incurred in connection therewith. To the extent that any party hereto does not deduct from such remittance its reasonable costs associated with collecting delinquent PIF Revenues (pursuant to Section 3.03(viii) hereof), such party may submit a statement to the Trustee for such amounts as Collection Costs under the Indentures, to be paid in accordance with the Indentures, to the extent moneys are available therefor.

(c) The Collecting Agent shall not be obligated to provide any information described herein with respect to any particular Retailer until such time as the Developer has provided to the Collecting Agent a waiver in the form attached as Exhibit D hereto executed by such Retailer. Any reports or data concerning PIF Sales, PIF Revenues, or Reported Sales received by the Collecting Agent, the District, the Developer or the Trustee will remain confidential, to the extent permitted or required by law, and be used only for purposes of collecting PIF Revenues due, enforcing Retailers' obligations under the PIF Covenant or their respective Developer Leases, and otherwise monitoring compliance with the provisions thereof, except with respect to information provided to any Dissemination Agent charged with providing information to purchasers of the Bonds. Any information concerning PIF Sales, PIF Revenues, or Reported Sales of Retailers to be provided hereunder to any Dissemination Agent shall be provided on an aggregated basis only, without information specific to any particular Retailer.

**Section 3.04 Bankruptcy of a Retailer.** In the event any party to this PIF Collection Agreement receives actual notice in writing with respect to any action in bankruptcy by a Retailer,

such party shall as soon as practicable give written notice or convey copies of the written notice it received to all of the other parties hereto. The Developer shall be responsible for filing any claims related thereto on behalf of the parties hereto.

**Section 3.05 Fees and Reimbursable Expenses.** In consideration of its performance of services hereunder, the Collecting Agent shall receive fees at its regular hourly rate for such services, provided such rate is consented to by the District as provided herein, plus Reimbursable Expenses as follows:

(a) The Collecting Agent shall be permitted to deduct its fees and Reimbursable Expenses from the amount it remits to the Trustee each month. On or before the last day of each calendar quarter, commencing in the year 2021, the Collecting Agent shall submit to the Trustee and the District a statement detailing the fees and Reimbursable Expenses paid to the Collecting Agent for the calendar quarter then ended.

(b) Extraordinary Reimbursable Expenses may only be incurred by the Collecting Agent after the receipt of written approval thereof by the District. Any Extraordinary Reimbursable Expenses incurred by the Collecting Agent shall only be payable as Collection Costs and only to the extent of PIF Revenues available therefor, unless otherwise agreed to by the District.

(c) The Collecting Agent's regular hourly rates for Fiscal Year 2021 are attached hereto as **Exhibit E**. The Collecting Agent may present requests for District consent to increases in the regular hourly rates once annually beginning in 2022.

## **ARTICLE 4 MISCELLANEOUS**

**Section 4.01 Perfection of Security Interests.** By execution of this PIF Collection Agreement, the District hereby elects to have all provisions of part 2 of Title 11, Article 57 Colorado Revised Statutes apply to the security interest it and other parties have in the PIF Revenues, as described herein; provided, however, that such election shall not operate to modify or limit the rights conferred on the District or the members of its Board by any other provisions of Colorado law.

**Section 4.02 Beneficiaries of PIF Revenues.** Notwithstanding the appointment of the Trustee and the Collecting Agent to provide the services described hereunder, the District is the lawful recipient of the PIF Revenues (in accordance with Article 1 hereof), and the District and the Developer are hereby and under the PIF Covenant and Developer Leases expressly made third party beneficiaries of the Retailers' obligations under the provisions relating to the payment of PIF Revenues contained in the PIF Covenant and Developer Leases, including, but not limited to, the assessment, collection, and remittance of PIF Revenues. Nothing in this PIF Collection Agreement shall impair the Developer's right to enforce its rights against Retailers under the Developer Leases.

**Section 4.03 Sovereign Powers and Immunities of the District.** Nothing in this PIF Collection Agreement shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers or immunities of the District.

**Section 4.04 Resignation; Removal; Assignment; Term.** Neither of the Developer nor the District is authorized to resign from its position under this PIF Collection Agreement. The Collecting Agent may resign by written resignation given as provided in this Section 4.04 hereof to the other parties to this PIF Collection Agreement not less than 90 days before the date when such resignation is intended to take effect. The Trustee may resign only in accordance with the provision regarding resignation set forth in the Indentures. Notwithstanding the foregoing, any resignation by the Trustee or the Collecting Agent shall take effect only upon the appointment of a successor. The Collecting Agent may be removed at any time with the consent of the District, after payment of all outstanding fees and Reimbursable Expenses of the Collecting Agent, by an instrument appointing a successor to perform the Collecting Agent's duties hereunder, executed by the District. The Trustee hereby agrees to assume all obligations of the Collecting Agent hereunder if no other successor collection agent is appointed by the District within 60 days of the Collecting Agent's resignation or removal. This PIF Collection Agreement may not be assigned by any party hereto for any reason other than to a successor by operation of law or with the prior written consent of the other parties to this PIF Collection Agreement. Notwithstanding the preceding sentence, the parties acknowledge and agree that the Developer shall have the right to assign its rights hereunder (i) to a lender(s) as additional security for a construction and/or permanent loan or (ii) to an acquiring entity, so long as such entity assumes in writing all of the obligations of Developer hereunder, without the consent of the parties hereto and that the parties hereto shall promptly execute any estoppel certificate or further assurances as Developer's lender may reasonably request. In the event that the duties of the Collecting Agent are assumed by a successor agent in accordance with the terms of this Section 4.04, all references herein to Collecting Agent, except those referring to payment of costs of the Collecting Agent upon removal hereunder, shall be deemed to refer to the successor agent. The terms of this PIF Collection Agreement shall remain in effect until such time as the PIF Covenant is terminated or expires by its terms.

**Section 4.05 Notices.** All notices, certificates, or other communications to be given hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, or sent by a confirmed facsimile or, provided another method of notice authorized by this section is also used, email addressed as follows:

**Notices to Developer:**

PNE Prospect Road Holdings, LLC  
 900 Castleton Road, Suite 118  
 Castle Rock, CO 80109  
 Attn: Bryan Byler  
 Email: bryan@pacifcnorthent.com

**Notices to District:**

Rudolph Farms Metropolitan District No. 6  
 4725 South Monaco Street, Suite 360

Denver, CO 80237  
Attn: District President

**With a copy to:**

Icenogle Seaver Pogue, P.C.  
4725 South Monaco Street, Suite 360  
Denver, CO 80237  
Attn.: Tamara K. Seaver  
Email: [tseaver@isp-law.com](mailto:tseaver@isp-law.com)

**Notices to Collecting Agent:**

CliftonLarsonAllen, LLP  
8390 East Crescent Parkway  
Suite 300  
Greenwood Village, CO 80111  
Attn: Carrie Bartow  
Email: [carrie.bartow@claconnect.com](mailto:carrie.bartow@claconnect.com)

**Notices to Trustee:**

UMB Bank, n.a.  
Corporate Trust and Escrow Services  
1670 Broadway  
Denver, Colorado 80202  
Telephone: 303-764-3604  
Email: [patricia.peters@umb.com](mailto:patricia.peters@umb.com)

The Collecting Agent, the Trustee, the District, and the Developer may, by written notice, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

**Section 4.06 No Third Party Beneficiaries of this PIF Collection Agreement.** It is expressly understood and agreed that enforcement of the terms and conditions of this PIF Collection Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Developer, the Trustee, any holders of the Bonds issued under the Indentures, the District, and their respective successors and assigns (including Developer's lenders), and nothing contained in this PIF Collection Agreement shall give or allow any such claim or right of action by any other person with respect to this PIF Collection Agreement.

**Section 4.07 Binding Effect.** This PIF Collection Agreement shall inure to the benefit of and shall be binding upon the Trustee, the Collecting Agent, the District, and the Developer and their respective successors and assigns.

**Section 4.08 Amendments.** This PIF Collection Agreement may only be amended, changed, modified, or altered in writing signed by all parties hereto.

**Section 4.09 Computation of Time.** In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is not a Business Day, the period is extended to include the next succeeding Business Day. If a number of months is to be computed by counting the months from a particular day, the period ends on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period ends on the last day of that month.

**Section 4.10 Payments Due on a Day other than a Business Day.** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this PIF Collection Agreement, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this PIF Collection Agreement.

**Section 4.11 Severability.** In the event that any provision of this PIF Collection Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 4.12 Execution in Counterparts.** This PIF Collection Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.13 Applicable Law.** This PIF Collection Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 4.14 Indemnification by Developer.** The Developer agrees to indemnify and defend the Collecting Agent, the Trustee and their officers and employees against all claims or suits, including but not limited to, those for damages to property and injuries to persons, including accidental death, related to this PIF Collection Agreement; provided, however that the Developer shall not be responsible for indemnifying or defending the Collecting Agent or the Trustee for such claims or suits resulting from the negligence of the Collecting Agent or the Trustee, respectively, or their officers or employees or in the event that the Collecting Agent or the Trustee is in breach under this Agreement.

**Section 4.15 Captions.** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this PIF Collection Agreement.

This PIF Collection Agreement is entered into and executed by the respective parties hereto as of the day and year first above written.

**DEVELOPER:**

PNE Prospect Road Holdings, LLC

\_\_\_\_\_

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

Its:\_\_\_\_\_

**DISTRICT:**

Rudolph Farms Metropolitan District No. 6

\_\_\_\_\_

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

Its:\_\_\_\_\_

**COLLECTING AGENT:**

CliftonLarsonAllen LLP

\_\_\_\_\_

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

Its:\_\_\_\_\_

**TRUSTEE:**

UMB Bank, N.A.

\_\_\_\_\_

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

Its:\_\_\_\_\_

## EXHIBIT A DEFINED TERMS

Set forth below is a compilation of defined terms used in this PIF Collection Agreement and the Indentures. Reference is hereby made to the provisions of the Indentures for a complete recital of the terms defined therein, some of which are set forth below.

*"Business Day"* means a day which is not (a) a Saturday, Sunday, or legal holiday on which banking institutions in (i) the State, or (ii) the State of New York are authorized or required by law to close, or (b) a day on which the New York Stock Exchange is closed.

*"City"* means the City of Fort Collins, Larimer County, State of Colorado.

*"Collecting Agent"* means CliftonLarsonAllen LLP as identified in the opening paragraph of this PIF Collection Agreement, or such other entity appointed pursuant to Section 4.04 of the PIF Collection Agreement.

*"Collection Month"* means each calendar month in which the PIF Revenues are collected by the Retailers.

*"County"* means the County of Larimer, State of Colorado.

*"Developer"* means PNE Prospect Road Holdings, LLC.

*"Developer Leases"* means the leases entered into or to be entered into by the Developer with retail tenants and business establishments located or to be located within the PIF Property. The term "Developer Leases" shall also include any Occupancy Agreement.

*"Dissemination Agent"* means any entity, which may be the Trustee, charged with disseminating information on a periodic basis pursuant to the Public Financing Documents (as defined in the PIF Covenant).

*"Extraordinary Reimbursable Expenses"* means any Reimbursable Expenses incurred by the Collecting Agent in connection with the provision of services beyond the scope of services specifically required hereunder (for example, reasonable expenses incurred by the Collecting Agent in assisting in the receipt of delinquent PIF Revenues).

*"First Delinquency Notice"* means a written notice sent by first class mail providing the following (to the extent applicable): (A) the Retailer has failed to remit PIF Revenues during the preceding month or the Retailer has remitted an incorrect amount of PIF Revenues; (B) requesting immediate payment of delinquent PIF Revenues or any shortfall in PIF Revenues; (C) advising that if the Collecting Agent does not receive such amounts by the 15<sup>th</sup> of the month (as evidenced by postmark), a late fee in the amount of the greater of 10% of the delinquent PIF Revenues or \$100 will be owed and default interest will be imposed at the default rate set forth in the PIF Covenant.

*"Fiscal Year"* means each 12-month period beginning January 1 and ending December 31.

*"Indentures"* means collectively the Senior Indenture, Subordinate Indenture, and any amendment or supplement thereto pursuant to which Additional Obligations (as defined in the Senior Indenture) are issued.

*"Information Booklet"* means the information booklet prepared by the Collecting Agent regarding the imposition of PIF and the collection of PIF Revenues, as the same may be changed from time to time.

*"Occupancy Agreement"* means any deed, lease, sublease, license, concession, easement, or other occupancy agreement of any nature or kind pursuant to which an owner or occupant grants to any Person the right to possess or occupy any portion of property located within the PIF Property.

*"Person(s)"* means an individual, firm, corporation, partnership, company, association, joint stock company, trust, body politic, or any other unincorporated organization or any Trustee, receiver, assignee, or other similar representative thereof.

*"PIF"* means the public improvement fee imposed pursuant to the PIF Covenant on all PIF Sales.

*"PIF Covenant"* means the Declaration of Covenants Imposing and Implementing the Rudolph Farms Public Improvement Fee, dated \_\_\_\_\_, 2022 and recorded in the office of the Larimer County Clerk and Recorder at Reception No. \_\_\_\_\_ on \_\_\_\_\_, 2022.

*"PIF Property"* means the real property legally described on Exhibit A to the PIF Covenant and any Additional PIF Property made a part of the PIF Property pursuant to the provisions of Section 13 of the PIF Covenant.

*"PIF Revenues"* means the revenues derived from the imposition of the PIF in accordance with the PIF Covenant.

*"PIF Sales"* shall have the meaning ascribed thereto in the PIF Covenant.

*"Pledged PIF Revenues"* shall mean, collectively, the Senior Pledged PIF Revenues and Subordinate Pledged PIF Revenues.

*"Reimbursable Expenses"* means those reasonable expenses actually and necessarily incurred by the Collecting Agent in the performance of its obligations under this PIF Collection Agreement, including, but not limited to, printer/copier costs, postage, personal auto mileage, travel, and vendor education.

*"Reported Sales"* means, for any Fiscal Year, net taxable sales (meaning the total amount of sales less sales not subject to the Sales Tax) occurring from or within the PIF Property in such Fiscal Year, based on reports provided by the Retailers to the Collecting Agent.

*"Retailers"* means any Occupant or Owner (each as defined in the PIF Covenant) who is a seller or provider of goods or services who engages in any PIF Sales initiated, consummated, conducted, transacted or otherwise occurring from or within any portion of the PIF Property.

*"Sales Tax"* means that tax levied by the State, County, or City pursuant to the Sales Tax Laws.

*"Second Delinquency Notice"* means a written notice sent by first class mail providing the following (to the extent applicable): (A) the Retailer has failed to remit PIF Revenues during the preceding month or the Retailer has remitted an incorrect amount of PIF Revenues (B) requesting immediate payment of delinquent PIF Revenues or any shortfall in PIF Revenues; (C) advising that a late fee in the amount of the greater of 10% of the delinquent PIF Revenues or \$100 is now owed and default interest at the rate set forth in the PIF Covenant is accruing from the 20<sup>th</sup> day of the first month following the close of the Collection Month.

*"Senior Pledged PIF Revenues"* shall mean the PIF Revenue (as defined in the Senior Indenture) pledged to the payment of the Series 2022A Senior Bonds.

*"State Sales Tax Laws"* means: (i) Sections 39-26-101 et. seq., Colorado Revised Statutes; and (ii) a County sales tax resolution, \_\_\_\_\_; and (iii) Chapter 25 Taxation, City of Fort Collins Municipal Code, as all be amended from time to time and including all regulations promulgated pursuant thereto.

*"Subordinate Pledged PIF Revenues"* shall mean the Subordinate PIF Revenue (as defined in the Subordinate Indenture) pledged to the payment of the Series 2022B Subordinate Bonds.

*"Trustee"* means UMB Bank, N.A., as identified in the opening paragraph of this PIF Collection Agreement, or such other entity appointed pursuant to Section 4.04 of the PIF Collection Agreement.

*"Waiver of Confidentiality "* means the Waiver of Confidentiality, the form of which is attached to this PIF Collection Agreement as **Exhibit D**.

**EXHIBIT B**  
**COLLECTION PROCEDURE OUTLINE**

Section of PIF Collection Agreement	Day of Action	Action
2.04(a) and 3.03(a)(ii)	20 <sup>th</sup> day of first month following Collection Month	Deadline for remittance of PIF Revenues and report by Retailers
3.03(a)(iii)	5 <sup>th</sup> day of second month following Collection Month	Collecting Agent gives First Delinquency Notice to delinquent Retailer(s), with copies and report to District, Developer, and upon request, Trustee
3.03(a)(iv)	5 <sup>th</sup> day of third month following Collection Month	Collecting Agent gives Second Delinquency Notice to delinquent Retailers, with copies and report to District, Developer, and upon request, Trustee
3.03(a)(vi)	45 <sup>th</sup> day following Collection Month	Collecting Agent delivers complete report to Trustee, District, and Developer describing PIF Revenues information, with aggregate information to Dissemination Agent
3.03(a)(viii)	Last day of fifth month following Collection Month	Developer to have taken commercially reasonable action to complete collection process on behalf of the District
3.03(a)(ix)	30 days after end of calendar quarter and 60 days after end of calendar year	Collecting Agent provides annual and quarterly unaudited report of PIF Revenues to Trustee, District, and Developer
3.03(a)(x)	February 20 of each year	Collecting Agent provides written notice of Reported Sales to Trustee, District, and the Developer

**EXHIBIT C**  
**PIF COVENANT**

**EXHIBIT D**  
**FORM OF WAIVER OF CONFIDENTIALITY**

PARTIES TO OCCUPANCY AGREEMENT:

OWNER/OCCUPANT: \_\_\_\_\_

RETAILER: \_\_\_\_\_

DATE OF OCCUPANCY AGREEMENT: \_\_\_\_\_

TERM OF OCCUPANCY AGREEMENT: \_\_\_\_\_

PROPERTY/STORE DESCRIPTION OR NAME: \_\_\_\_\_

ADDRESS OF RETAILER: \_\_\_\_\_

Retailer hereby acknowledges that it is a party to the above-referenced Occupancy Agreement which contains provisions regarding the duty to impose and collect a Public Improvement Fee (the "PIF") as more specifically addressed in Section \_\_\_\_ of said Occupancy Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in Exhibit A attached hereto. The undersigned is fully authorized to act on behalf of the Retailer in the matters covered by this Waiver of Confidentiality and, in such capacity, does hereby agree to the terms of Section \_\_\_\_ of said Occupancy Agreement and specifically authorizes any PIF Auditor to:

(i) during reasonable hours and upon reasonable advance notice, audit the books and records of the Retailer in determining compliance with the PIF collection and remittance obligations of the Retailer under the Occupancy Agreement; and

(ii) release to the PIF Auditor such audited information and any reports, returns (including sales tax return) and other documents delivered to the Report Recipients by the Retailer and any relevant information gathered by any PIF Auditor during an audit or in reviewing such reports, returns, or other documents relating to the PIF and the sales tax imposed by the State of Colorado and County of Adams, Colorado; provided that information provided to any Dissemination Agent shall be provided on an aggregated basis with information with other retailers within the Rudolph Farms development, without information specific to any particular retailer. Retailer hereby acknowledges that any such information will remain confidential, to the extent permitted or required by law, and may be used only for purposes of collecting PIF Revenues due, enforcing Retailer's obligations under the Occupancy Agreement and PIF Covenant, and otherwise monitoring compliance with the provisions thereof, except with respect to information provided to any Dissemination Agent, and except for disclosures or publications as may be required by applicable laws.

In addition, all audited information, reports, returns and other documents provided by the Retailer shall be maintained by the Retailer in accordance with Section \_\_\_\_ of the Occupancy Agreement for at least three (3) years from the date of submission thereof and, upon written request of the District, shall be made available to the Report Recipients for inspection and audit.

This waiver shall be in effect for any period of time during which a lease is in effect between the Retailer and the Owner/Occupant, regardless of whether an initial term, a separate term, or extension thereof, plus a period of three years beyond the termination of any such lease.

**RETAILER:**

\_\_\_\_\_ (Name)

\_\_\_\_\_

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

Its: \_\_\_\_\_

**EXHIBIT A**  
**To Waiver of Confidentiality**

*"Bond Trustee"* means the trustee or trustees for the holders of any obligations secured in whole or in part by the PIF revenues.

*"Declarant"* means PNE Prospect Road Holdings, LLC.

*"Dissemination Agent"* means any entity, which may be the Bond Trustee, charged with disseminating information on a periodic basis pursuant to public financing documents.

*"District"* means Rudolph Farms Metropolitan District No. 6, City of Fort Collins, Larimer County, Colorado, being the entity entitled to receive the PIF Revenues, and any successors or permitted assignees.

*"PIF Auditor"* means the District, the Bond Trustee, the PIF Collection Agent, and any accountant or financial consultant designated by the Declarant or the District.

*"PIF Collection Agent"* means that person appointed by the District to monitor and account for the Public Improvement Fees imposed by the PIF Covenant pursuant to a PIF Collection Agreement.

*"PIF Covenant"* means the Declaration of Covenants Imposing and Implementing the Rudolph Farms Public Improvement Fee, dated \_\_\_\_\_, 2022 and recorded in the office of the Larimer County Clerk and Recorder at Reception No. \_\_\_\_\_ on \_\_\_\_\_, 2022.

*"PIF Revenues"* means the revenues derived from the imposition of the PIF in accordance with the PIF Covenant.

*"Report Recipients"* means the Declarant, District, Bond Trustee, or other entity designated in writing by the Declarant or the District.

**EXHIBIT D**  
**COLLECTING AGENT 2022 HOURLY RATES**



**CliftonLarsonAllen LLP**  
8390 East Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

February 9, 2022

The Board of Directors of  
Rudolph Farms Metropolitan District No. 6  
Larimer County, Colorado

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Gigi Pangindian will be the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will compile, 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, from information provided by the members of the Board of Directors of Rudolph Farms Metropolitan District No. 6 (the "District") (collectively, "Management"), the forecasted surplus cash balances and cash receipts and disbursements and the summary of significant forecast assumptions and accounting policies of the District for the General Fund and the Debt Service Fund for the calendar years ending 2022 through 2062. A compilation is limited to presenting, in the form of a financial forecast, information that is the representation of Management. We will not examine the financial forecast and therefore will not express any form of assurance on the achievability of the forecast or the reasonableness of the underlying assumptions. We are not independent with respect to the District.

A compilation of a financial forecast involves assembling the forecast based on Management's assumptions and performing certain other procedures with respect to the forecast without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete our compilation of your financial forecast, we will not issue a report on it as a result of this engagement.

A financial forecast presents, to the best of Management's knowledge and belief, the District's expected surplus cash balances and cash receipts and disbursements for the forecast period. It is based on Management's assumptions, reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Management is responsible for representations about the District's plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

At the conclusion of the engagement, Management agrees to supply us with a signed representation letter that, among other things, will confirm Management's responsibility for the underlying assumptions and the appropriateness of the financial forecast and its presentation.

Management understands that the forecast must include disclosure of the summary of significant assumptions and that financial projections, if any are included, must identify the hypothetical assumptions and include a description of the limitations on the usefulness of the presentation. In order for us to complete the engagement, Management must provide assumptions that are appropriate for the forecast. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement and, accordingly, we will not issue a report on the forecast.

It is our understanding that the primary intent of engaging our professional services is for the benefit of the District. Our services are not intended to benefit or influence any other person or entity.

If Management intends to reproduce and publish the forecast and our report thereon, they must be reproduced in their entirety and both the first and subsequent corrected drafts of the document containing the forecast and any accompanying material must be submitted to us for approval.

Our fee for these services will be based on the actual time spent at our standard hourly rates plus other costs incurred and is anticipated to be paid from bond proceeds. We will also add a Technology and Client Support Fee of five percent (5%) of all professional fees billed. Bills for services are due when submitted. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our hourly rates currently in effect for these services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

You hereby agree that if any statement is not paid within 30 days from its date, that the balance remaining from time-to-time unpaid shall draw interest at the monthly rate of 1½%, which is an annual percentage rate of 18%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

This engagement is limited to that described in this letter. As such, you understand and agree that we are acting solely as accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you.

CliftonLarsonAllen LLP certifies that as of the date of this letter, it does not knowingly employ or contract with workers without authorization to perform work under this Agreement. We have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. The District may terminate this Agreement if we do not comply with the provisions of C.R.S. 8-17.5 – 102(2) and we shall be liable for actual and consequential damages to the

District. We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102(5).

The working papers for our engagement are the sole and exclusive property of CliftonLarsonAllen LLP and constitute confidential and proprietary information. We do not provide access to our work papers to you or anyone else in the normal course of business. Should we be ordered by a valid subpoena or other appropriate court order to provide access to or copies of our work papers, you agree to reimburse us for the time and out-of-pocket expense necessary to comply with such order.

You agree that in no event shall we be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees. The exclusive remedy available to you shall be the right to pursue claims for actual damages related to our acts or omissions in performance of our duties under the terms of this letter.

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between us. Any legal or equitable action brought by the District to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

We believe this letter accurately summarizes the significant terms of our engagement. If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Very truly yours,

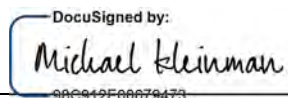
CliftonLarsonAllen LLP



Gigi Pangindian, CPA  
Principal, Outsourcing Team  
(303) 779-5710  
gigi.pangindian@CLAconnect.com

This letter correctly sets forth the understanding of the Board of Directors of Rudolph Farms Metropolitan District No. 6.

Rudolph Farms Metropolitan District No. 6



Director's Signature

Secretary Treasurer

Title

2/23/2022

Date

**Certificate Of Completion**

Envelope Id: F5EAB4C31D3B42B2B538DA2641B44429

Status: Completed

Subject: Please DocuSign: Rudolph Farms MD 6 - Forecast Engagement Letter.pdf

Client Name: Rudolph Farms MD 6

Client Number: 011-045380-OS11-2022

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Cindy Jenkins

AutoNav: Enabled

220 South 6th Street

Enveloped Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Minneapolis, MN 55402

Cindy.Jenkins@claconnect.com

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**Record Tracking**

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Holder: Cindy Jenkins

Location: DocuSign

2/23/2022 3:52:35 PM

Cindy.Jenkins@claconnect.com

**Signer Events**

Michael Kleinman

michaeljkleinmanlaw@gmail.com

Secretary Treasurer

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 66.86.86.241

Signed using mobile

**Timestamp**

Sent: 2/23/2022 3:58:57 PM

Viewed: 2/23/2022 5:52:06 PM

Signed: 2/23/2022 5:53:09 PM

**Electronic Record and Signature Disclosure:**

Accepted: 2/23/2022 5:52:06 PM

ID: 0613c9fb-d110-4ad8-9fc6-758146a56282

**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****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/23/2022 3:58:57 PM

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2/23/2022 5:52:06 PM

Signing Complete

Security Checked

2/23/2022 5:53:09 PM

Completed

Security Checked

2/23/2022 5:53:09 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 6 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 6, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman  
Its: Secretary and Treasurer  
Rudolph Farms Metropolitan District No. 6

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 6)**



## EXHIBIT A-7

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 6

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;

THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet to **POINT OF BEGINNING 1**;

THENCE continuing along said North line, South 89° 38' 43" East a distance of 241.38 feet;

THENCE South 00° 21' 13" West a distance of 176.31 feet;

THENCE North 89° 48' 16" West a distance of 240.89 feet;

THENCE North 00° 11' 44" East a distance of 176.98 feet to **POINT OF BEGINNING 1**, containing 42,595 square feet or 0.978 acres, more or less (±).

AND

**COMMENCING** at the West Quarter corner of said Section 15;

THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet

THENCE departing said North line, South 00° 11' 44" West a distance of 433.23 feet;

THENCE South 22° 40' 37" West a distance of 26.16 feet;

THENCE South 00° 11' 37" West a distance of 780.50 feet;

THENCE South 54° 48' 16" East a distance of 677.80 feet to **POINT OF BEGINNING 2**;

THENCE North 00° 00' 00" East a distance of 193.17 feet;

THENCE along the arc of a curve concave to the Southeast a distance of 247.77 feet, said curve has a Radius of 236.50 feet, a Delta of 60° 01' 35" and is subtended by a Chord bearing North 30° 00' 48" East a distance of 236.59 feet;

THENCE North 60° 01' 35" East a distance of 481.30 feet;

THENCE South 29° 58' 25" East a distance of 384.46 feet;

THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 480.74 feet, said curve has a Radius of 642.00 feet, a Delta of 42° 54' 14" and is subtended by a Chord bearing South 21° 27' 16" West a distance of 469.59 feet;

THENCE South 00° 00' 09" West a distance of 55.69 feet;

THENCE North 84° 59' 16" West a distance of 292.89 feet;

THENCE North 67° 52' 16" West a distance of 88.13 feet;

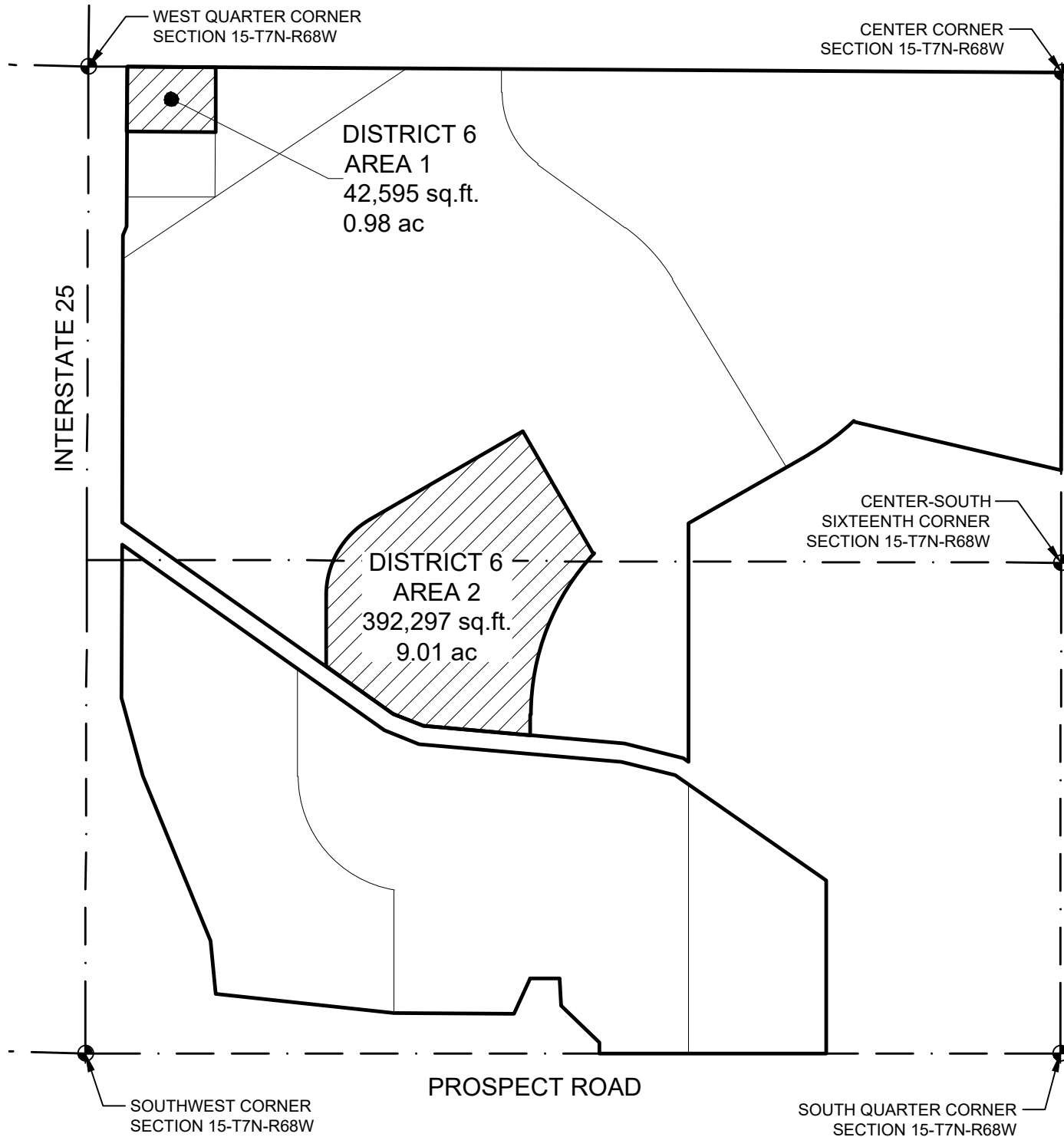
THENCE North 54° 48' 16" West a distance of 222.93 feet to **POINT OF BEGINNING 2**, containing 392,297 square feet or 9.006 acres, more or less (±).

The above-described parcels of land contain 434,892 square feet or 9.984 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-7\_District 6 Boundary Description.docx



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



400 0 400 Feet

( US SURVEY FEET )  
1 inch = 400 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 6 AREA**  
**BOUNDARY MAP**

DRAWN BY  
L. Smith

DATE  
February, 2022

SCALE  
1" = 400'

PROJECT  
1489-001

EXHIBIT  
**B-7**

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 6)**

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**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 6 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

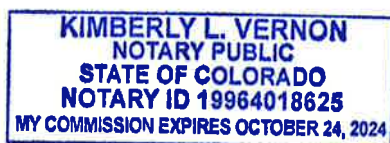
900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



Kimberly L. Vernon  
Notary Public

**EXHIBIT A**  
**To**  
**Petition for Inclusion of Real Property**  
**(Legal Description of Property to be Included in the Boundaries of**  
**Rudolph Farms Metropolitan District No. 6)**



## EXHIBIT A-7

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 6

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

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**THENCE** continuing along said North line, South 89° 38' 43" East a distance of 241.38 feet;  
**THENCE** South 00° 21' 13" West a distance of 176.31 feet;  
**THENCE** North 89° 48' 16" West a distance of 240.89 feet;  
**THENCE** North 00° 11' 44" East a distance of 176.98 feet to **POINT OF BEGINNING 1**, containing 42,595 square feet or 0.978 acres, more or less (±).

AND

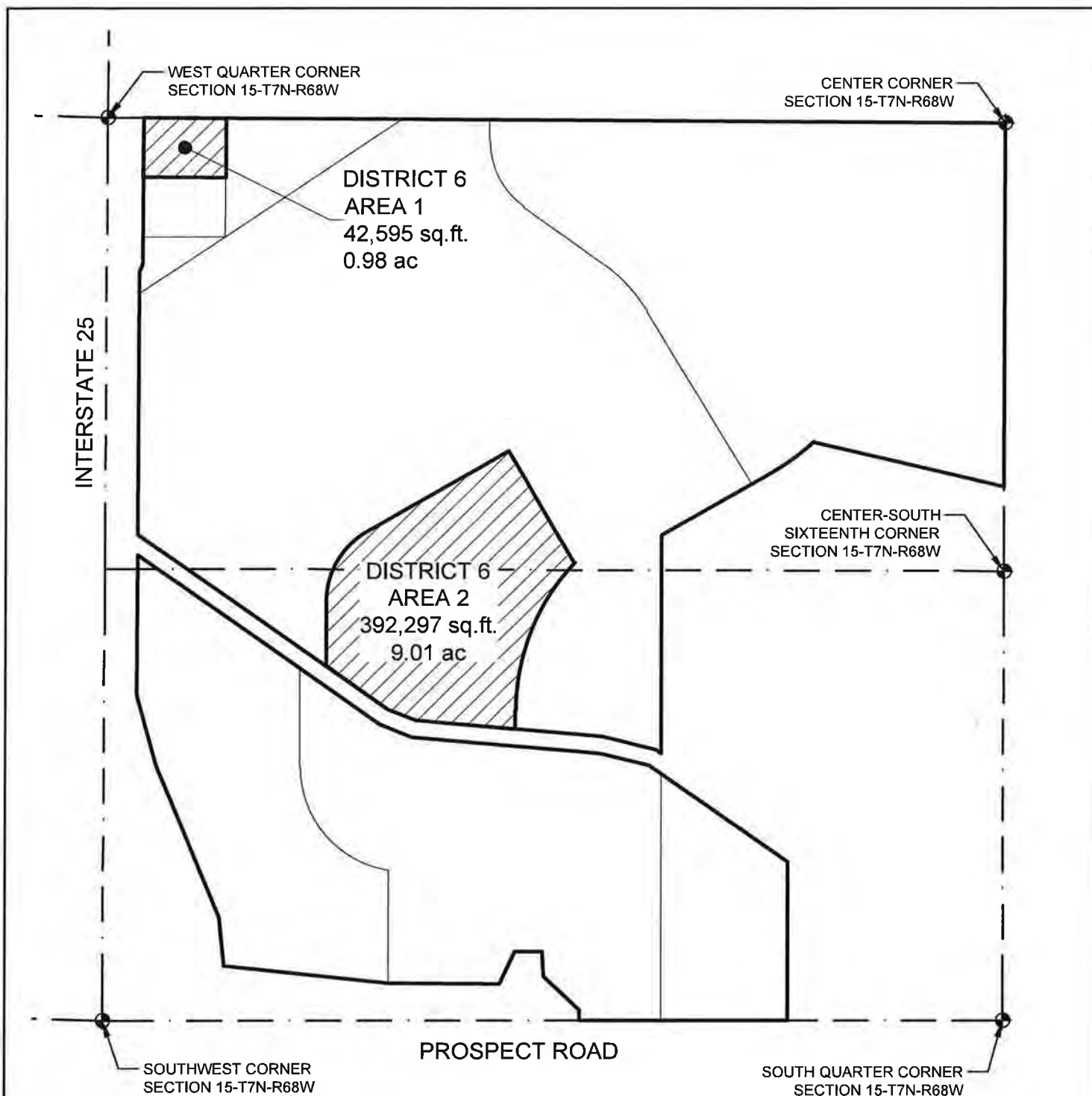
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**THENCE** departing said North line, South 00° 11' 44" West a distance of 433.23 feet;  
**THENCE** South 22° 40' 37" West a distance of 26.16 feet;  
**THENCE** South 00° 11' 37" West a distance of 780.50 feet;  
**THENCE** South 54° 48' 16" East a distance of 677.80 feet to **POINT OF BEGINNING 2**;  
**THENCE** North 00° 00' 00" East a distance of 193.17 feet;  
**THENCE** along the arc of a curve concave to the Southeast a distance of 247.77 feet, said curve has a Radius of 236.50 feet, a Delta of 60° 01' 35" and is subtended by a Chord bearing North 30° 00' 48" East a distance of 236.59 feet;  
**THENCE** North 60° 01' 35" East a distance of 481.30 feet;  
**THENCE** South 29° 58' 25" East a distance of 384.46 feet;  
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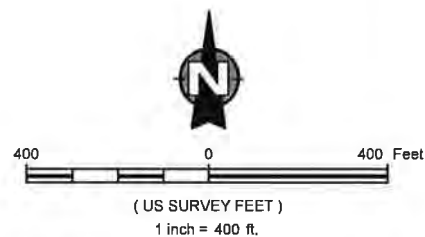
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-7\_District 6 Boundary Description.docx



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**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS  
METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 6 AREA  
BOUNDARY MAP**

DRAWN BY

L. Smith

DATE

February, 2022

SCALE

1" = 400'

PROJECT

1489-001

EXHIBIT

**B-7**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 6 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 6**

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

ATTEST:

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

# **CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 6, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 6

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 6)**



## **EXCLUSION DESCRIPTION:**

A tract of land located in the Southwest Quarter of Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.03 feet;  
 THENCE departing said North line South 00° 21' 17" West, 176.90 feet to the **POINT OF BEGINNING**;  
 THENCE South 89° 48' 16" East a distance of 208.71 feet;  
 THENCE South 00° 21' 17" West a distance of 32.38 feet;  
 THENCE North 89° 38' 43" West a distance of 208.71 feet;  
 THENCE North 00° 21' 17" East a distance of 31.80 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 6,698 square feet or 0.15 acres, more or less, and may be subject to easements and rights-of-way now on record or existing.

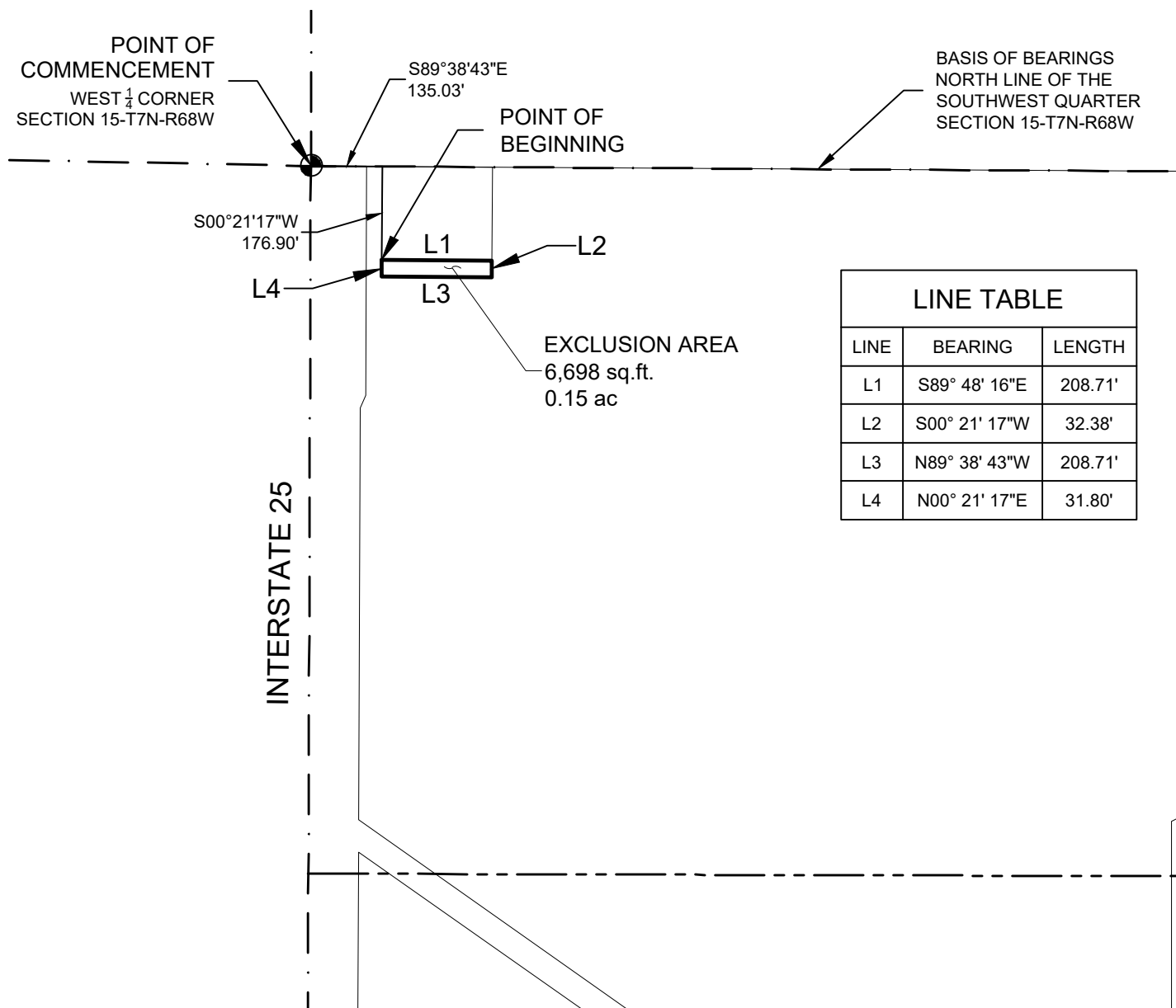
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\Exclusion Exhibits\1489-001 District 4 Exclusion Exhibit Description.docx

# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



## LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 48' 16"E	208.71'
L2	S00° 21' 17"W	32.38'
L3	N89° 38' 43"W	208.71'
L4	N00° 21' 17"E	31.80'

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



NORTH

300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 6)**

---

**PETITION FOR EXCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 6 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

Bryan Byler  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

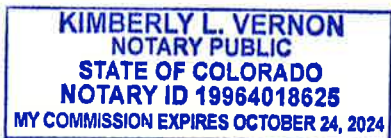
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024

Kimberly L. Vernon  
Notary Public



**EXHIBIT A**  
**To**  
**Petition for Exclusion of Real Property**  
**(Legal Description of Property to be Excluded from the Boundaries of**  
**Rudolph Farm Metropolitan District No. 6)**



### **EXCLUSION DESCRIPTION:**

A tract of land located in the Southwest Quarter of Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15;  
**THENCE** along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.03 feet;  
**THENCE** departing said North line South 00° 21' 17" West, 176.90 feet to the **POINT OF BEGINNING**;  
**THENCE** South 89° 48' 16" East a distance of 208.71 feet;  
**THENCE** South 00° 21' 17" West a distance of 32.38 feet;  
**THENCE** North 89° 38' 43" West a distance of 208.71 feet;  
**THENCE** North 00° 21' 17" East a distance of 31.80 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 6,698 square feet or 0.15 acres, more or less, and may be subject to easements and rights-of-way now on record or existing.

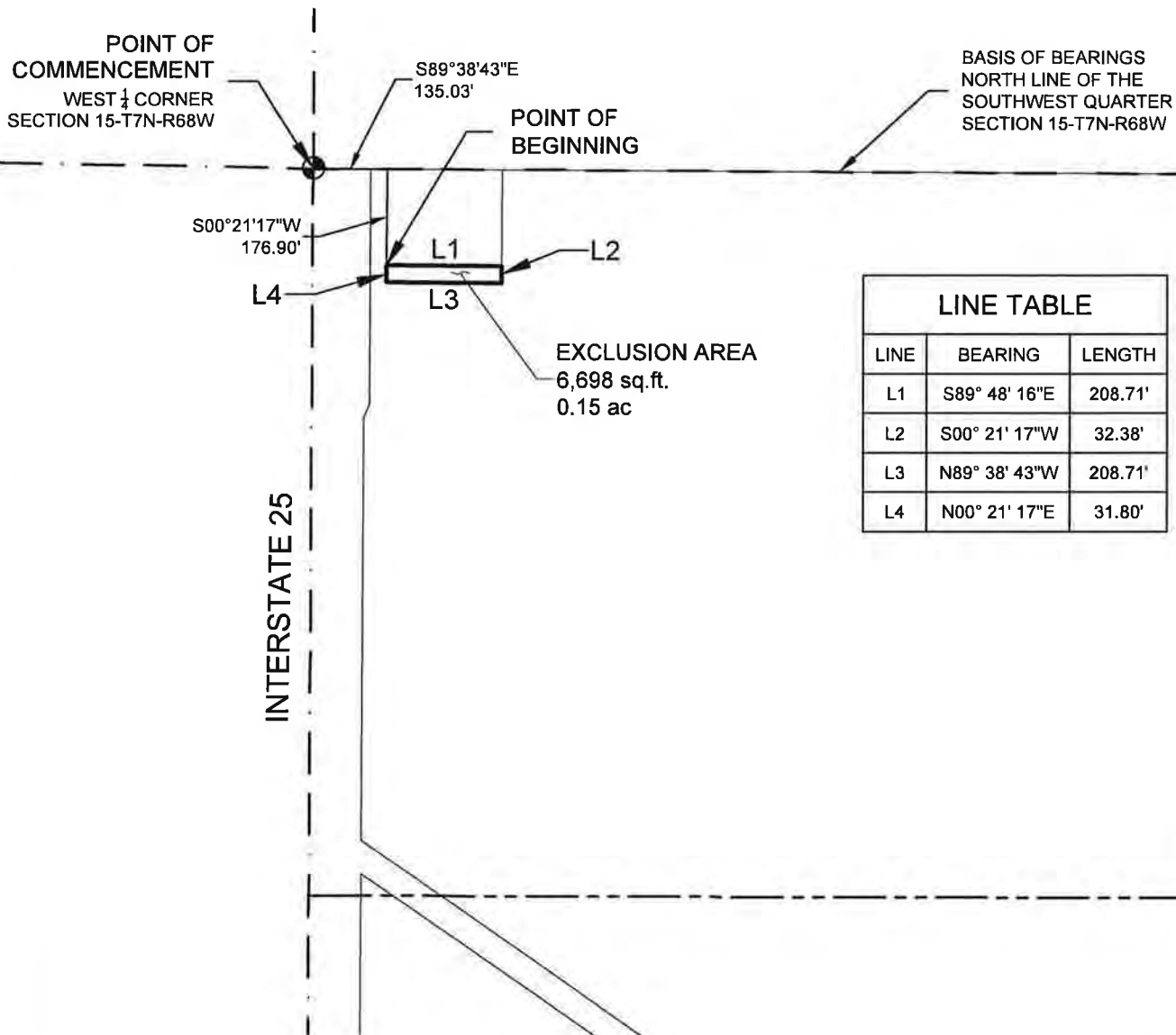
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\Exclusion Exhibits\1489-001 District 4 Exclusion Exhibit Description.docx

# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 48' 16"E	208.71'
L2	S00° 21' 17"W	32.38'
L3	N89° 38' 43"W	208.71'
L4	N00° 21' 17"E	31.80'

EXCLUSION AREA  
6,698 sq.ft.  
0.15 ac

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



300 0 300 Feet

( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 5 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 5**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 5, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman

Its: Secretary and Treasurer

Rudolph Farms Metropolitan District No. 5

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 5)**



## EXHIBIT A-6

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 5

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet;  
 THENCE departing said North line, South 00° 11' 44" East a distance of 353.25 feet to **POINT OF BEGINNING 1**;  
 THENCE South 89° 48' 16" East a distance of 240.40 feet;  
 THENCE South 56° 09' 05" West a distance of 302.20 feet;  
 THENCE North 00° 11' 37" East a distance of 65.03 feet;  
 THENCE North 22° 40' 37" East a distance of 26.16 feet;  
 THENCE North 00° 11' 44" East a distance of 79.98 feet to **POINT OF BEGINNING 1**, containing 20,261 square feet or 0.465 acres, more or less (±).

AND

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 865.21 feet to **POINT OF BEGINNING 2**;  
 THENCE continuing along said North line, South 89° 38' 43" East a distance of 257.15 feet;  
 THENCE departing said North line, South 00° 25' 53" West a distance of 63.87 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 226.94 feet, said curve has a Radius of 239.50 feet, a Delta of 54° 17' 25" and is subtended by a Chord bearing South 26° 42' 49" East a distance of 218.54 feet;  
 THENCE South 53° 51' 32" East a distance of 293.56 feet;  
 THENCE along the arc of a curve concave to the Southwest a distance of 190.86 feet, said curve has a Radius of 485.50 feet, a Delta of 22° 31' 28" and is subtended by a Chord bearing South 42° 35' 48" East a distance of 189.64 feet;  
 THENCE South 31° 20' 04" East a distance of 596.57 feet;  
 THENCE South 60° 06' 23" West a distance of 307.11 feet;  
 THENCE South 00° 00' 50" West a distance of 646.57 feet;  
 THENCE North 54° 58' 16" West a distance of 18.12 feet;  
 THENCE North 76° 19' 16" West a distance of 163.85 feet;  
 THENCE North 84° 59' 16" West a distance of 255.93 feet;  
 THENCE North 00° 00' 09" East a distance of 55.69 feet;  
 THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 480.74 feet, said curve has a Radius of 642.00 feet, a Delta of 42° 54' 14" and is subtended by a Chord bearing North 21° 27' 16" East a distance of 469.59 feet;



**NORTHERN**  
ENGINEERING

THENCE North 29° 58' 25" West a distance of 384.46 feet;  
 THENCE South 60° 01' 35" West a distance of 481.30 feet;  
 THENCE along the arc of a curve concave to the Southeast a distance of 247.77 feet, said curve has a Radius of 236.50 feet, a Delta of 60° 01' 35" and is subtended by a Chord bearing South 30° 00' 48" West a distance of 236.59 feet;  
 THENCE South 00° 00' 00" West a distance of 193.1 feet;  
 THENCE North 54° 48' 16" West a distance of 677.80 feet;  
 THENCE North 00° 11' 37" East a distance of 715.47 feet;  
 THENCE North 56° 09' 05" East a distance of 929.43 feet to **POINT OF BEGINNING 2**, containing 1,847,213 square feet or 42.406 acres, more or less (±).

AND

**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 1009.16 feet to **POINT OF BEGINNING 3**;  
 THENCE continuing along said South line, North 89° 59' 24" West a distance of 241.35 feet;  
 THENCE departing said South line, North 00° 01' 10" East a distance of 30.23 feet;  
 THENCE North 46° 06' 09" West a distance of 144.25 feet;  
 THENCE North 03° 44' 47" West a distance of 73.30 feet;  
 THENCE North 89° 59' 00" West a distance of 79.72 feet;  
 THENCE South 25° 01' 13" West a distance of 105.03 feet;  
 THENCE North 89° 51' 32" West a distance of 325.13 feet;  
 THENCE North 00° 00' 10" East a distance of 333.75 feet;  
 THENCE along the arc of a non-tangent curve concave to the Northeast a distance of 440.77 feet, said curve has a Radius of 313.50 feet, a Delta of 80° 33' 24" and is subtended by a Chord bearing North 40° 16' 42" West a distance of 405.36 feet;  
 THENCE North 00° 00' 00" East a distance of 292.14 feet;  
 THENCE South 54° 47' 42" East a distance of 287.73 feet;  
 THENCE South 67° 51' 42" East a distance of 101.38 feet;  
 THENCE South 84° 58' 42" East a distance of 552.56 feet;  
 THENCE South 76° 18' 42" East a distance of 150.63 feet;  
 THENCE South 54° 57' 42" East a distance of 43.69 feet;  
 THENCE South 00° 00' 50" West a distance of 731.04 feet to **POINT OF BEGINNING 3**, containing 692,028 square feet or 15.887 acres, more or less (±).

The above-described parcels of land contain 2,559,502 square feet or 58.758 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-6\_District 5 Boundary Description.docx

INTERSTATE 25

WEST QUARTER CORNER  
SECTION 15-T7N-R68W

CENTER CORNER  
SECTION 15-T7N-R68W

211

DISTRICT 5  
AREA 1  
20,261 sq.ft.  
0.47 ac

DISTRICT 5  
AREA 2  
1,847,213 sq.ft.  
42.41 ac

CENTER-SOUTH  
SIXTEENTH CORNER  
SECTION 15-T7N-R68W

DISTRICT 5  
AREA 3  
692,028 sq.ft.  
15.89 ac

PROSPECT ROAD

SOUTHWEST CORNER  
SECTION 15-T7N-R68W

SOUTH QUARTER CORNER  
SECTION 15-T7N-R68W

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



400 0 400 Feet

( US SURVEY FEET )  
1 inch = 400 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 5 AREA**  
**BOUNDARY MAP**

DRAWN BY  
L. Smith

SCALE  
1" = 400'

DATE  
February, 2022

PROJECT  
1489-001

EXHIBIT  
**B-6**

**EXHIBIT B**

To

Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 5)**

---

**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 5 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

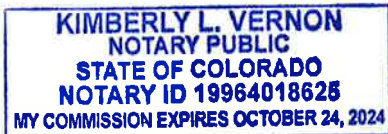
STATE OF COLORADO )  
) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024

Kimberly L. Vernon  
Notary Public



**EXHIBIT A**  
**To**  
**Petition for Inclusion of Real Property**  
**(Legal Description of Property to be Included in the Boundaries of**  
**Rudolph Farms Metropolitan District No. 5)**



## EXHIBIT A-6

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 5

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet;  
 THENCE departing said North line, South 00° 11' 44" East a distance of 353.25 feet to **POINT OF BEGINNING 1**;  
 THENCE South 89° 48' 16" East a distance of 240.40 feet;  
 THENCE South 56° 09' 05" West a distance of 302.20 feet;  
 THENCE North 00° 11' 37" East a distance of 65.03 feet;  
 THENCE North 22° 40' 37" East a distance of 26.16 feet;  
 THENCE North 00° 11' 44" East a distance of 79.98 feet to **POINT OF BEGINNING 1**, containing 20,261 square feet or 0.465 acres, more or less (±).

AND

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 865.21 feet to **POINT OF BEGINNING 2**;  
 THENCE continuing along said North line, South 89° 38' 43" East a distance of 257.15 feet;  
 THENCE departing said North line, South 00° 25' 53" West a distance of 63.87 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 226.94 feet, said curve has a Radius of 239.50 feet, a Delta of 54° 17' 25" and is subtended by a Chord bearing South 26° 42' 49" East a distance of 218.54 feet;  
 THENCE South 53° 51' 32" East a distance of 293.56 feet;  
 THENCE along the arc of a curve concave to the Southwest a distance of 190.86 feet, said curve has a Radius of 485.50 feet, a Delta of 22° 31' 28" and is subtended by a Chord bearing South 42° 35' 48" East a distance of 189.64 feet;  
 THENCE South 31° 20' 04" East a distance of 596.57 feet;  
 THENCE South 60° 06' 23" West a distance of 307.11 feet;  
 THENCE South 00° 00' 50" West a distance of 646.57 feet;  
 THENCE North 54° 58' 16" West a distance of 18.12 feet;  
 THENCE North 76° 19' 16" West a distance of 163.85 feet;  
 THENCE North 84° 59' 16" West a distance of 255.93 feet;  
 THENCE North 00° 00' 09" East a distance of 55.69 feet;  
 THENCE along the arc of a non-tangent curve concave to the Southeast a distance of 480.74 feet, said curve has a Radius of 642.00 feet, a Delta of 42° 54' 14" and is subtended by a Chord bearing North 21° 27' 16" East a distance of 469.59 feet;



THENCE North 29° 58' 25" West a distance of 384.46 feet;  
 THENCE South 60° 01' 35" West a distance of 481.30 feet;  
 THENCE along the arc of a curve concave to the Southeast a distance of 247.77 feet, said curve has a Radius of 236.50 feet, a Delta of 60° 01' 35" and is subtended by a Chord bearing South 30° 00' 48" West a distance of 236.59 feet;  
 THENCE South 00° 00' 00" West a distance of 193.1 feet;  
 THENCE North 54° 48' 16" West a distance of 677.80 feet;  
 THENCE North 00° 11' 37" East a distance of 715.47 feet;  
 THENCE North 56° 09' 05" East a distance of 929.43 feet to **POINT OF BEGINNING 2**, containing 1,847,213 square feet or 42.406 acres, more or less (±).

AND

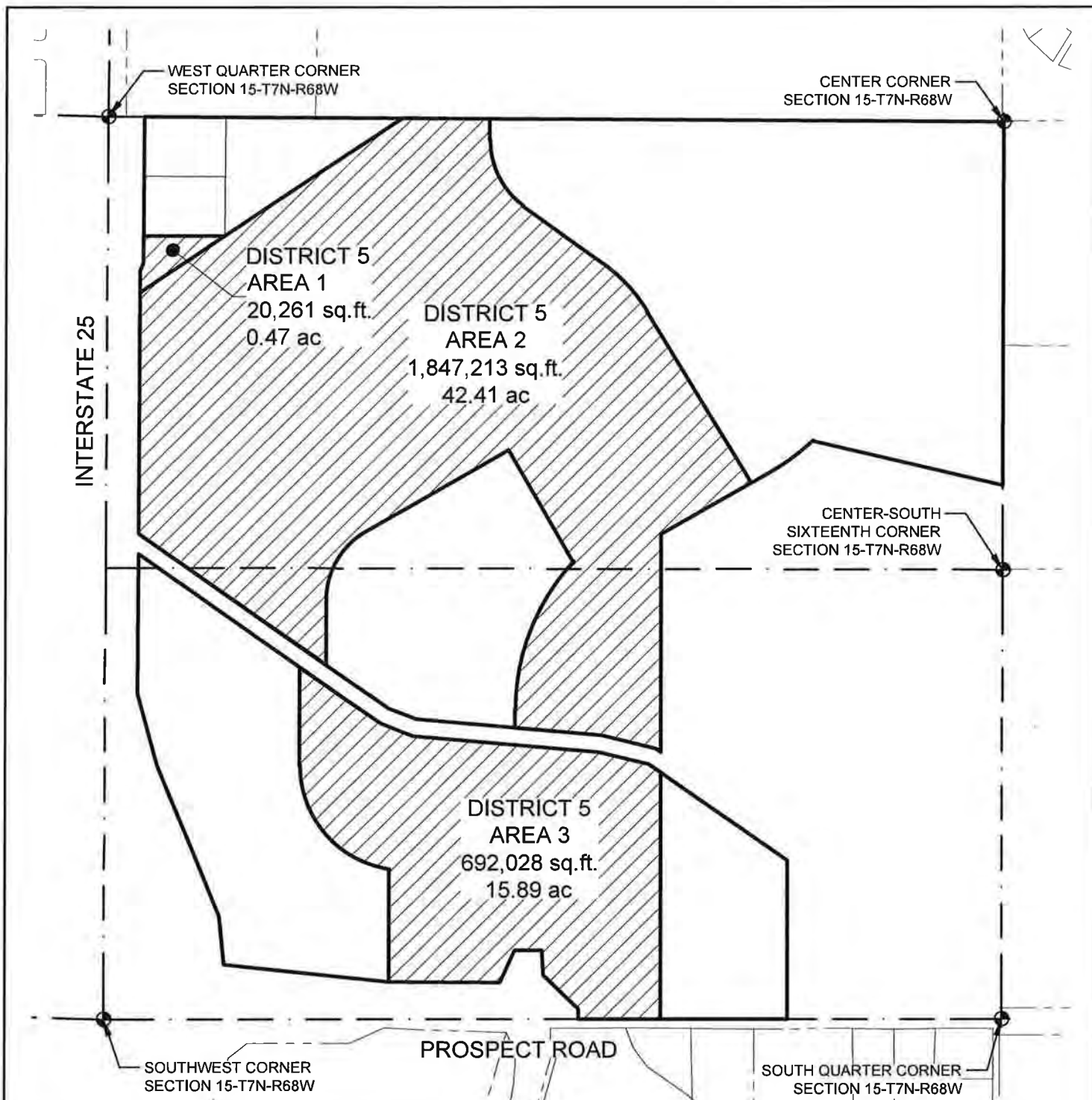
**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 1009.16 feet to **POINT OF BEGINNING 3**;  
 THENCE continuing along said South line, North 89° 59' 24" West a distance of 241.35 feet;  
 THENCE departing said South line, North 00° 01' 10" East a distance of 30.23 feet;  
 THENCE North 46° 06' 09" West a distance of 144.25 feet;  
 THENCE North 03° 44' 47" West a distance of 73.30 feet;  
 THENCE North 89° 59' 00" West a distance of 79.72 feet;  
 THENCE South 25° 01' 13" West a distance of 105.03 feet;  
 THENCE North 89° 51' 32" West a distance of 325.13 feet;  
 THENCE North 00° 00' 10" East a distance of 333.75 feet;  
 THENCE along the arc of a non-tangent curve concave to the Northeast a distance of 440.77 feet, said curve has a Radius of 313.50 feet, a Delta of 80° 33' 24" and is subtended by a Chord bearing North 40° 16' 42" West a distance of 405.36 feet;  
 THENCE North 00° 00' 00" East a distance of 292.14 feet;  
 THENCE South 54° 47' 42" East a distance of 287.73 feet;  
 THENCE South 67° 51' 42" East a distance of 101.38 feet;  
 THENCE South 84° 58' 42" East a distance of 552.56 feet;  
 THENCE South 76° 18' 42" East a distance of 150.63 feet;  
 THENCE South 54° 57' 42" East a distance of 43.69 feet;  
 THENCE South 00° 00' 50" West a distance of 731.04 feet to **POINT OF BEGINNING 3**, containing 692,028 square feet or 15.887 acres, more or less (±).

The above-described parcels of land contain 2,559,502 square feet or 58.758 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

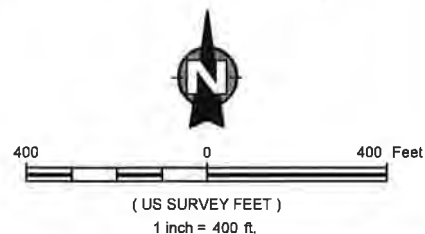
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-6\_District 5 Boundary Description.docx



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS  
METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 5 AREA  
BOUNDARY MAP**

DRAWN BY

L. Smith

DATE

February, 2022

SCALE

1" = 400'

PROJECT

1489-001

**EXHIBIT  
B-6**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 5 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 5**

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

ATTEST:

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

### CERTIFICATE

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 5, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

\_\_\_\_\_  
 By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 5

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 5)**



**NORTHERN**  
ENGINEERING

**DESCRIPTION:**

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

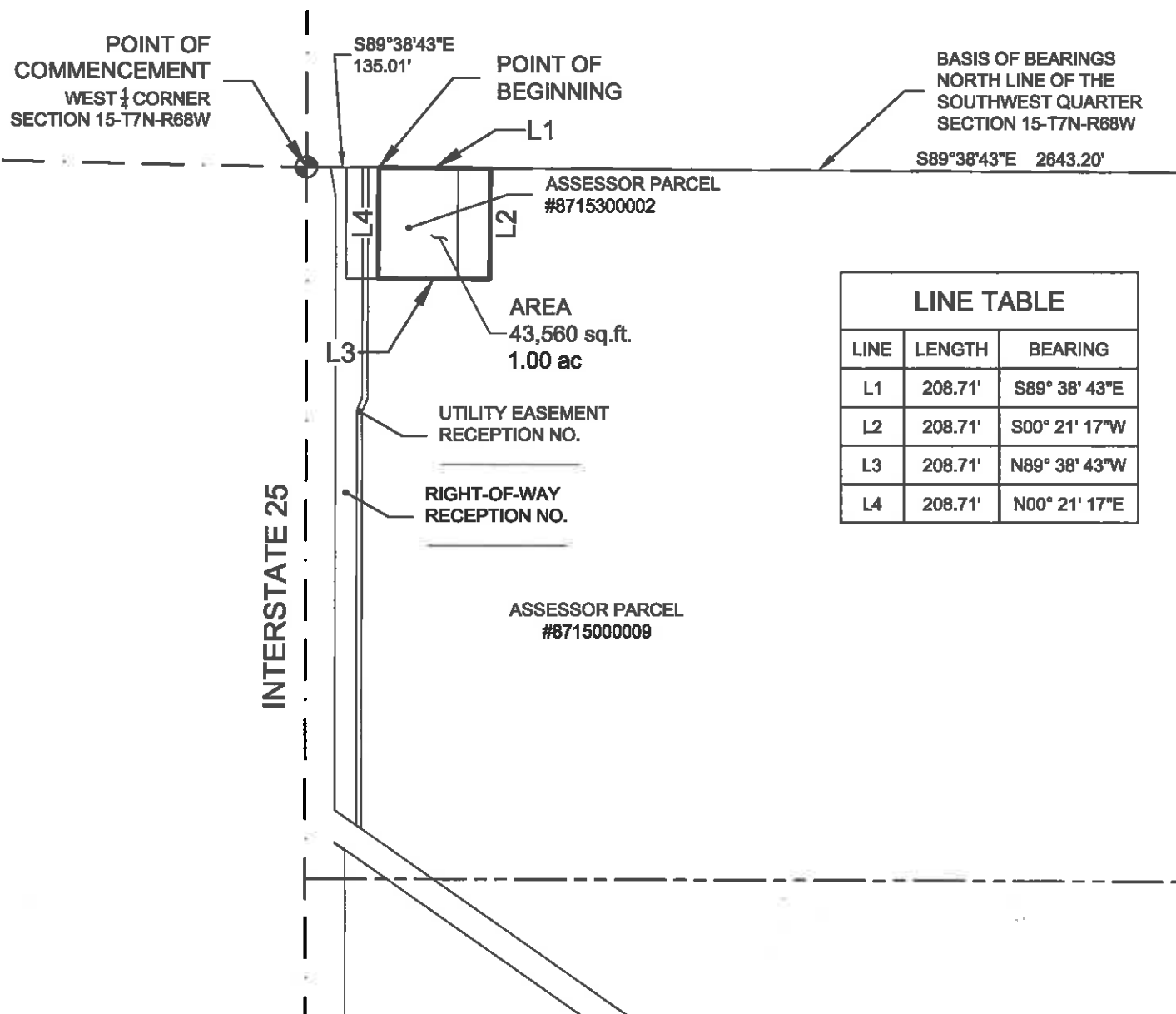
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



## LINE TABLE

LINE	LENGTH	BEARING
L1	208.71'	S89° 38' 43"E
L2	208.71'	S00° 21' 17"W
L3	208.71'	N89° 38' 43"W
L4	208.71'	N00° 21' 17"E

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A  
MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A  
GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION  
OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT  
ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION  
SUPERCEDES THE EXHIBIT DRAWING.



300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 501 North Howe Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 5)**

---

**PETITION FOR EXCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 5 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



[Signature: Kimberly L. Vernon]  
Notary Public

**EXHIBIT A**  
To  
Petition for Exclusion of Real Property  
**(Legal Description of Property to be Excluded from the Boundaries of  
Rudolph Farms Metropolitan District No. 5)**



# DESCRIPTION:

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

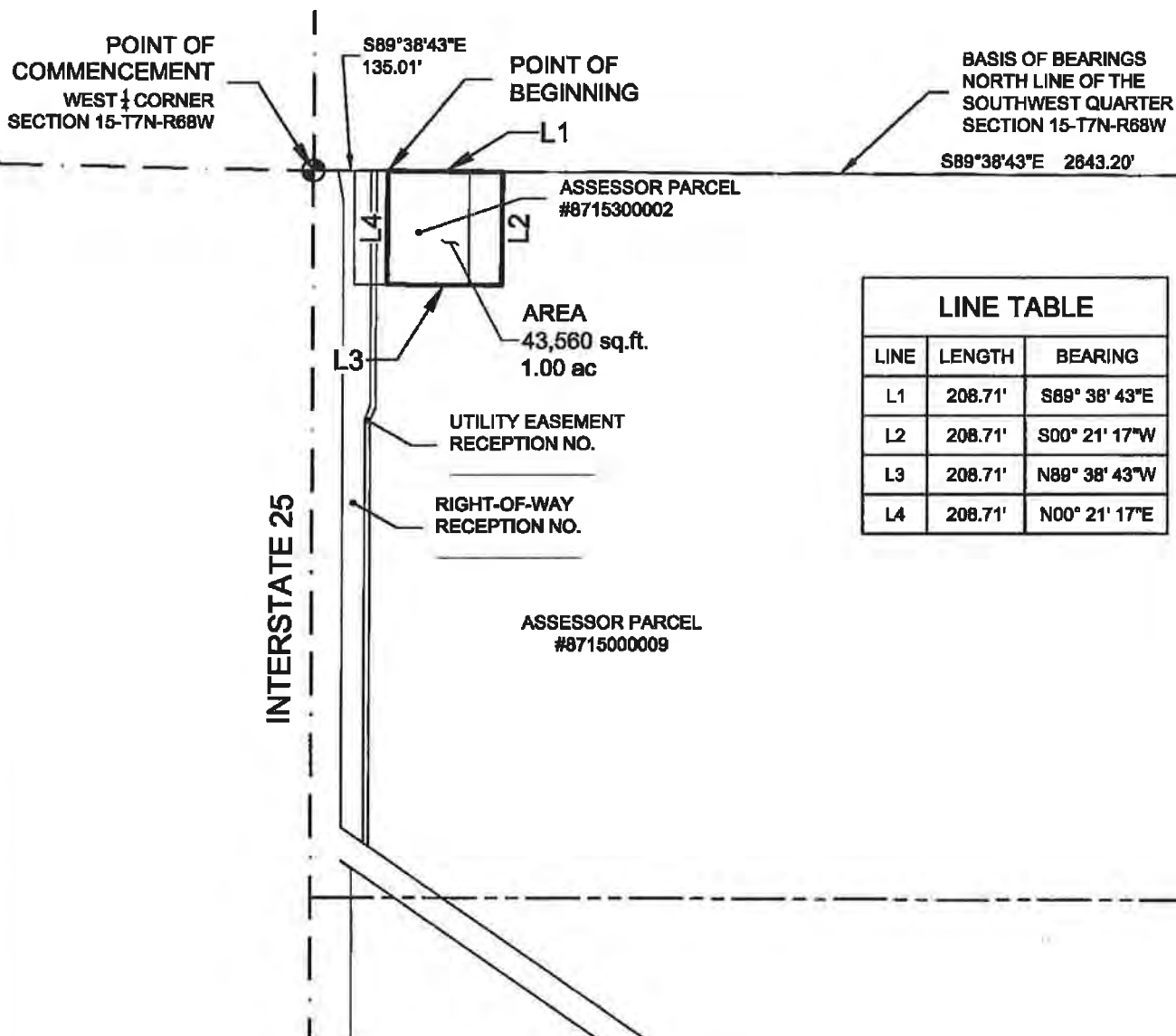
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



## LINE TABLE

LINE	LENGTH	BEARING
L1	208.71'	S89° 38' 43"E
L2	208.71'	S00° 21' 17"W
L3	208.71'	N89° 38' 43"W
L4	208.71'	N00° 21' 17"E

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 801 North House Street, Suite 100, 80521  
GREELEY: 820 5th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 4 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 4**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 4, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman

Its: Secretary and Treasurer

Rudolph Farms Metropolitan District No. 4

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 4)**



## EXHIBIT A-5

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 4

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet;  
 THENCE South 00° 11' 44" East a distance of 176.98 feet to **POINT OF BEGINNING 1**;  
 THENCE South 89° 48' 16" East a distance of 240.89 feet;  
 THENCE South 00° 21' 13" West a distance of 176.27 feet;  
 THENCE North 89° 48' 16" West a distance of 240.40 feet;  
 THENCE North 00° 11' 44" East a distance of 176.27 feet to **POINT OF BEGINNING 1**, containing 42,419 square feet or 0.974 acres, more or less (±).

AND

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 1122.36 feet to **POINT OF BEGINNING 2**;  
 THENCE continuing along said North line, South 89° 38' 43" East a distance of 1520.94 feet to the Center Quarter corner of Section 15;  
 THENCE along the East line of the Southwest Quarter of Section 15, South 00° 05' 39" West a distance of 1081.23 feet;  
 THENCE departing said East line North 76° 39' 59" West a distance of 580.41 feet;  
 THENCE along the arc of a non-tangent curve concave to the Northwest a distance of 151.65 feet, said curve has a Radius of 642.00 feet, a Delta of 13° 32' 04" and is subtended by a Chord bearing South 53° 20' 22" West a distance of 151.30 feet;  
 THENCE South 60° 06' 23" West a distance of 68.3 feet;  
 THENCE North 31° 20' 04" West a distance of 596.57 feet;  
 THENCE along the arc of a curve concave to the Southwest a distance of 189.64 feet, said curve has a Radius of 485.50 feet, a Delta of 22° 31' 28" and is subtended by a Chord bearing North 42° 35' 48" West a distance of 189.64 feet;  
 THENCE North 53° 51' 32" West a distance of 293.56 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 226.94 feet, said curve has a Radius of 239.50 feet, a Delta of 54° 17' 25" and is subtended by a Chord bearing North 26° 42' 49" West a distance of 218.54 feet;  
 THENCE North 00° 25' 53" East a distance of 63.87 feet to **POINT OF BEGINNING 2**, containing 1,178,822 square feet or 27.062 acres, more or less (±).



AND

**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 635.26 feet to **POINT OF BEGINNING 3**;  
 THENCE continuing along said South line, North 89° 59' 24" West a distance of 373.90 feet;  
 THENCE departing said South line, North 00° 00' 50" East a distance of 731.04 feet;  
 THENCE South 54° 57' 42" East a distance of 456.64 feet;  
 THENCE South 00° 01' 10" West a distance of 468.93 feet to **POINT OF BEGINNING 3**, containing 224,352 square feet or 5.150 acres, more or less (±).

AND

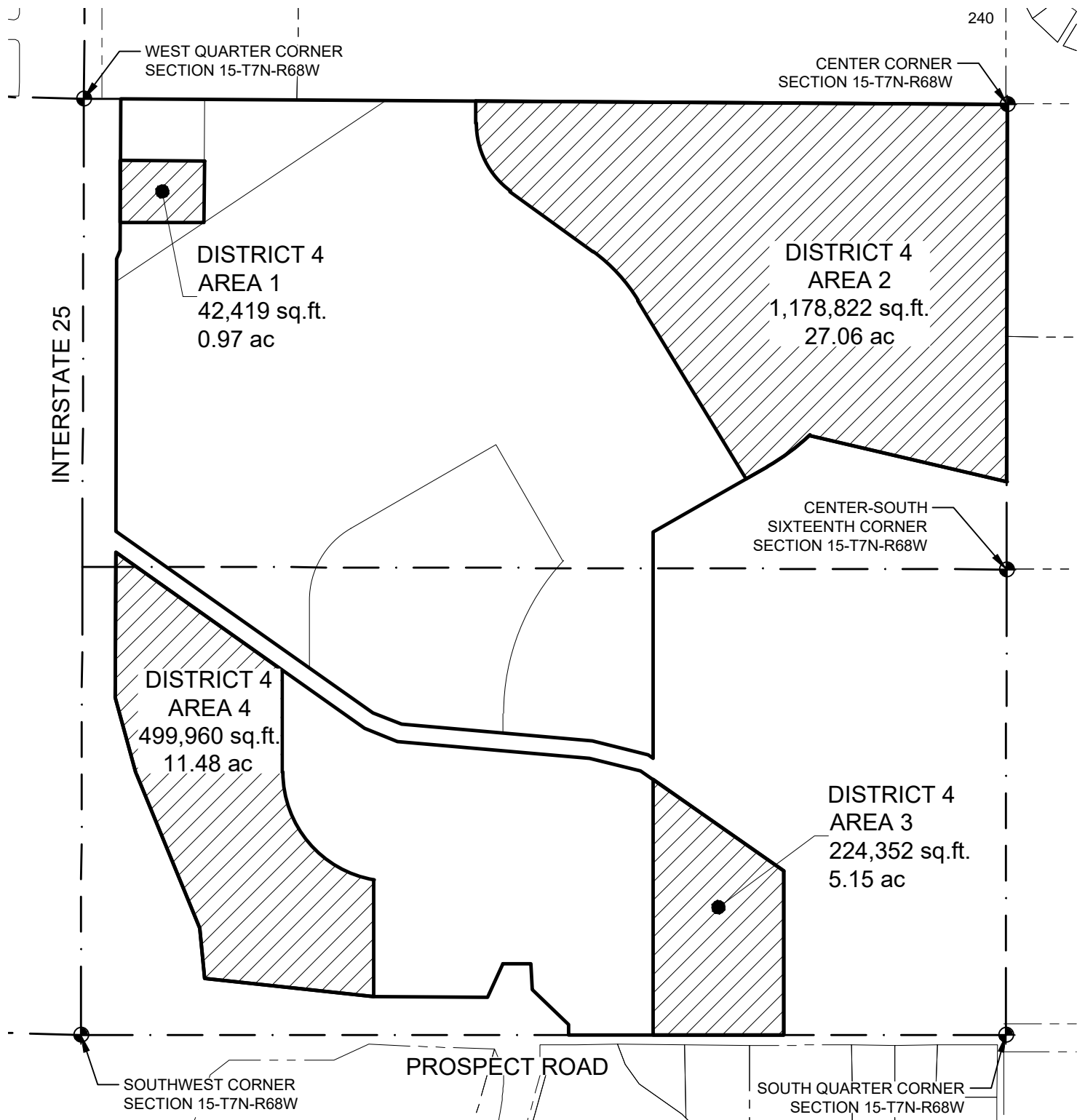
**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 1808.52 feet;  
 THENCE departing said South line, North 00° 00' 36" East a distance of 108.95 feet to **POINT OF BEGINNING 4**;  
 THENCE North 83° 51' 42" West a distance of 487.44 feet;  
 THENCE North 05° 41' 33" West a distance of 144.79 feet;  
 THENCE North 22° 11' 31" West a distance of 483.55 feet;  
 THENCE North 15° 29' 40" West a distance of 220.16 feet;  
 THENCE North 00° 11' 12" East a distance of 415.63 feet;  
 THENCE South 54° 47' 42" East a distance of 583.85 feet;  
 THENCE South 00° 00' 00" West a distance of 292.12 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 440.77 feet, said curve has a Radius of 313.50 feet, a Delta of 80° 33' 24" and is subtended by a Chord bearing South 40° 16' 42" East a distance of 405.36 feet;  
 THENCE South 00° 00' 10" West a distance of 333.75 feet to **POINT OF BEGINNING 4**, containing 499,960 square feet or 11.477 acres, more or less (±).

The above-described parcels of land contain 1,946,553 square feet or 44.663 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

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**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 4 AREA**  
**BOUNDARY MAP**

DRAWN BY

L. Smith

DATE

February, 2022

SCALE

1" = 400'

PROJECT

1489-001

EXHIBIT

**B-5**

**EXHIBIT B**

To

Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 4)**

---

**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 4 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



[Signature]  
Notary Public

**EXHIBIT A**

To

Petition for Inclusion of Real Property

**(Legal Description of Property to be Included in the Boundaries of  
Rudolph Farms Metropolitan District No. 4)**



## EXHIBIT A-5

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 4

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet;  
 THENCE South 00° 11' 44" East a distance of 176.98 feet to **POINT OF BEGINNING 1**;  
 THENCE South 89° 48' 16" East a distance of 240.89 feet;  
 THENCE South 00° 21' 13" West a distance of 176.27 feet;  
 THENCE North 89° 48' 16" West a distance of 240.40 feet;  
 THENCE North 00° 11' 44" East a distance of 176.27 feet to **POINT OF BEGINNING 1**, containing 42,419 square feet or 0.974 acres, more or less (±).

AND

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 1122.36 feet to **POINT OF BEGINNING 2**;  
 THENCE continuing along said North line, South 89° 38' 43" East a distance of 1520.94 feet to the Center Quarter corner of Section 15;  
 THENCE along the East line of the Southwest Quarter of Section 15, South 00° 05' 39" West a distance of 1081.23 feet;  
 THENCE departing said East line North 76° 39' 59" West a distance of 580.41 feet;  
 THENCE along the arc of a non-tangent curve concave to the Northwest a distance of 151.65 feet, said curve has a Radius of 642.00 feet, a Delta of 13° 32' 04" and is subtended by a Chord bearing South 53° 20' 22" West a distance of 151.30 feet;  
 THENCE South 60° 06' 23" West a distance of 68.3 feet;  
 THENCE North 31° 20' 04" West a distance of 596.57 feet;  
 THENCE along the arc of a curve concave to the Southwest a distance of 189.64 feet, said curve has a Radius of 485.50 feet, a Delta of 22° 31' 28" and is subtended by a Chord bearing North 42° 35' 48" West a distance of 189.64 feet;  
 THENCE North 53° 51' 32" West a distance of 293.56 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 226.94 feet, said curve has a Radius of 239.50 feet, a Delta of 54° 17' 25" and is subtended by a Chord bearing North 26° 42' 49" West a distance of 218.54 feet;  
 THENCE North 00° 25' 53" East a distance of 63.87 feet to **POINT OF BEGINNING 2**, containing 1,178,822 square feet or 27.062 acres, more or less (±).



AND

**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 635.26 feet to **POINT OF BEGINNING 3**;  
 THENCE continuing along said South line, North 89° 59' 24" West a distance of 373.90 feet;  
 THENCE departing said South line, North 00° 00' 50" East a distance of 731.04 feet;  
 THENCE South 54° 57' 42" East a distance of 456.64 feet;  
 THENCE South 00° 01' 10" West a distance of 468.93 feet to **POINT OF BEGINNING 3**, containing 224,352 square feet or 5.150 acres, more or less (±).

AND

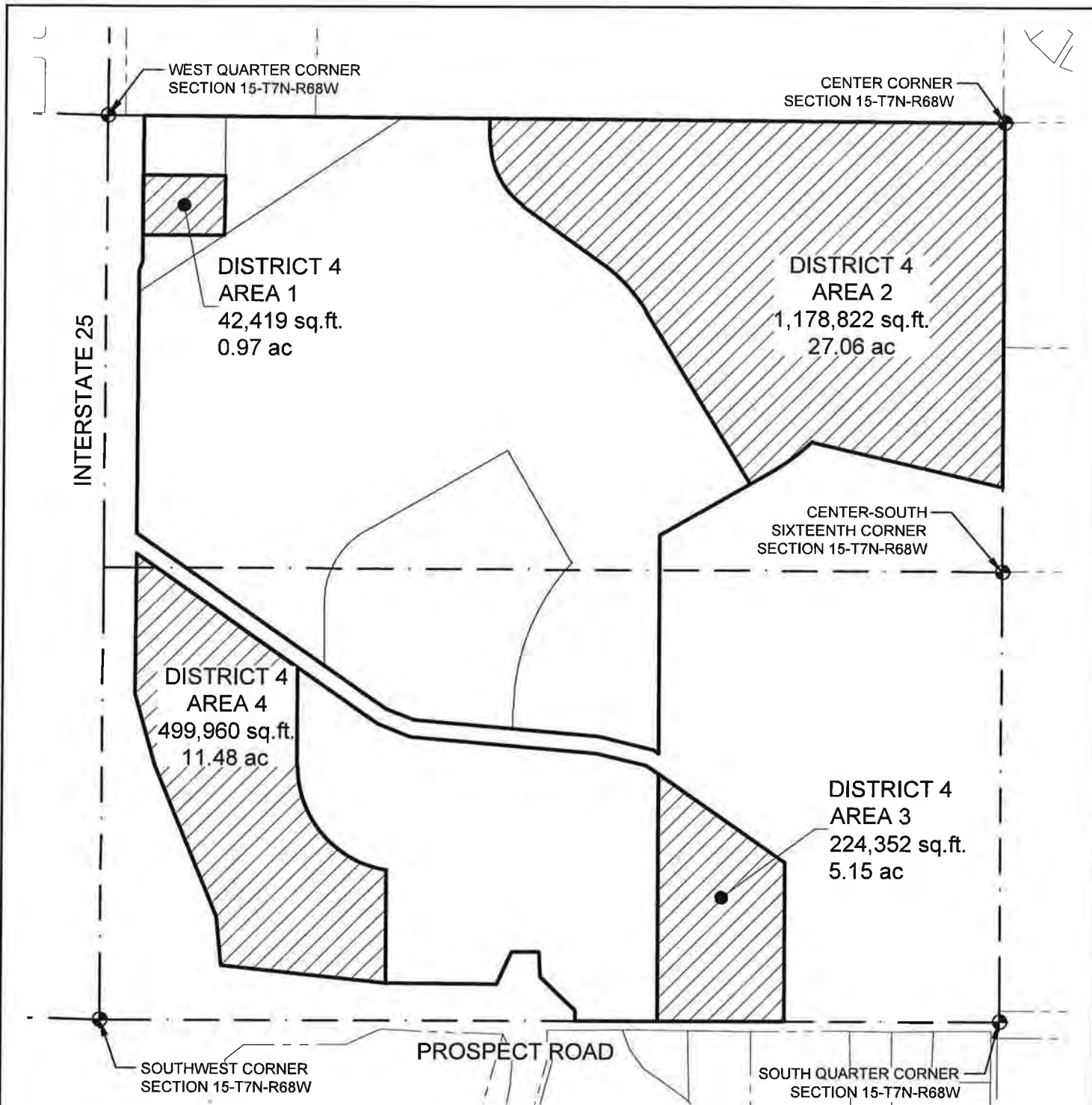
**COMMENCING** at the South Quarter corner of said Section 15;  
 THENCE along the South line of the Southwest Quarter, North 89° 59' 24" West a distance of 1808.52 feet;  
 THENCE departing said South line, North 00° 00' 36" East a distance of 108.95 feet to **POINT OF BEGINNING 4**;  
 THENCE North 83° 51' 42" West a distance of 487.44 feet;  
 THENCE North 05° 41' 33" West a distance of 144.79 feet;  
 THENCE North 22° 11' 31" West a distance of 483.55 feet;  
 THENCE North 15° 29' 40" West a distance of 220.16 feet;  
 THENCE North 00° 11' 12" East a distance of 415.63 feet;  
 THENCE South 54° 47' 42" East a distance of 583.85 feet;  
 THENCE South 00° 00' 00" West a distance of 292.12 feet;  
 THENCE along the arc of a curve concave to the Northeast a distance of 440.77 feet, said curve has a Radius of 313.50 feet, a Delta of 80° 33' 24" and is subtended by a Chord bearing South 40° 16' 42" East a distance of 405.36 feet;  
 THENCE South 00° 00' 10" West a distance of 333.75 feet to **POINT OF BEGINNING 4**, containing 499,960 square feet or 11.477 acres, more or less (±).

The above-described parcels of land contain 1,946,553 square feet or 44.663 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

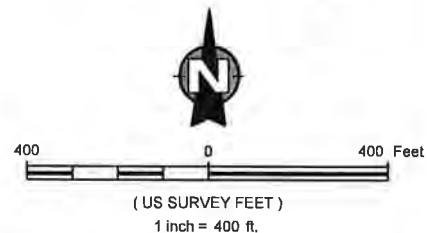
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-5\_District 4 Boundary Description.docx



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS  
METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 4 AREA  
BOUNDARY MAP**

DRAWN BY

L. Smith

DATE

February, 2022

SCALE

1" = 400'

PROJECT

1489-001

EXHIBIT

**B-5**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 4 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 4**

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

ATTEST:

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

# **CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 4, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

\_\_\_\_\_  
 By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 4

**EXHIBIT A**

To

Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 4)**



### **EXCLUSION DESCRIPTION:**

A tract of land located in the Southwest Quarter of Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.03 feet to the **POINT OF BEGINNING**;  
 THENCE continuing along said North line South 89° 38' 43" East a distance of 208.71 feet;  
 THENCE departing said North line South 00° 21' 17" West a distance of 176.32 feet;  
 THENCE North 89° 48' 16" West a distance of 208.71 feet;  
 THENCE North 00° 21' 17" East a distance of 176.90 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 36,860 square feet or 0.85 acres, more or less, and may be subject to easements and rights-of-way now on record or existing.

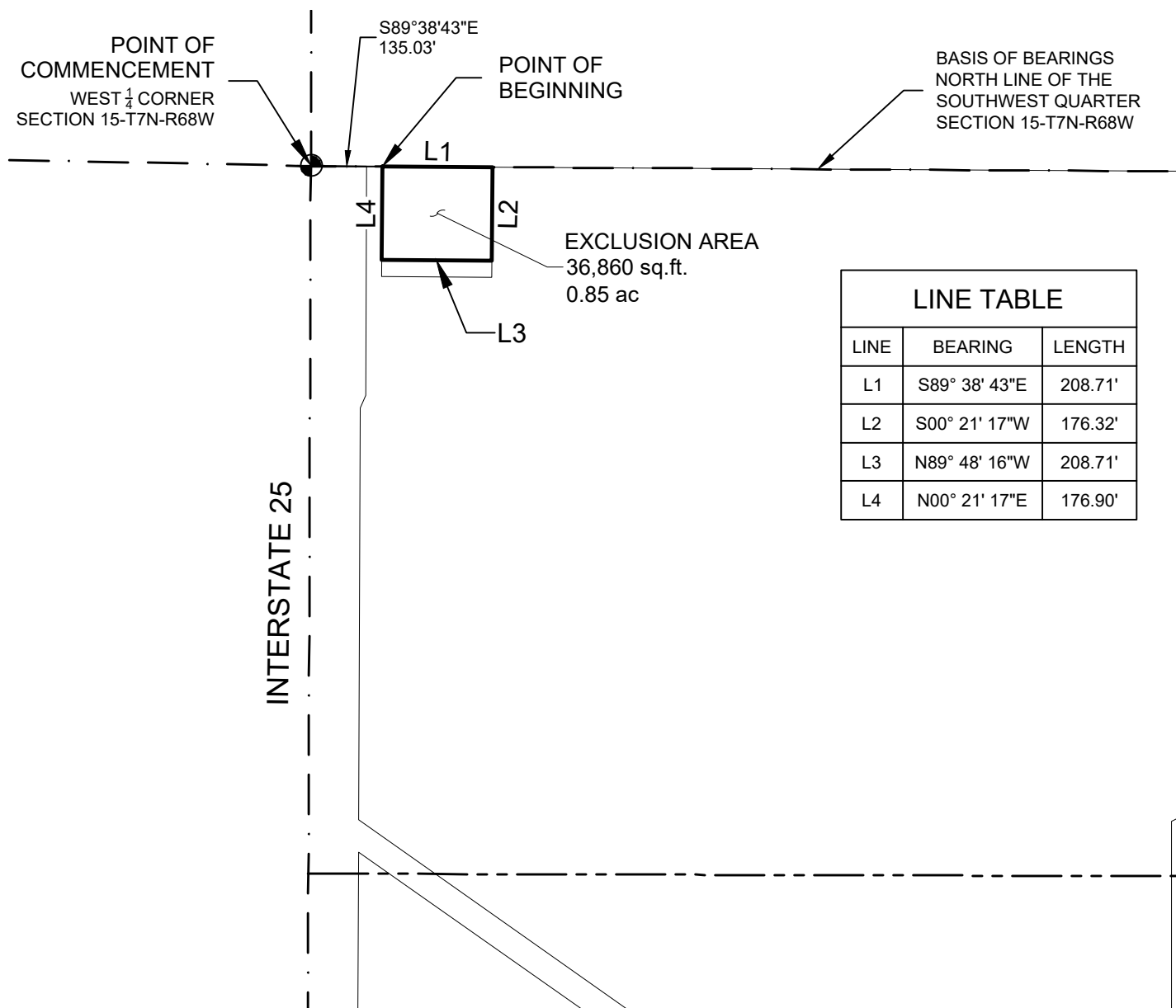
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\Exclusion Exhibits\1489-001 District 4 Exclusion Exhibit Description.docx

# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



NORTH

300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 4)**

---

**PETITION FOR EXCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 4 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

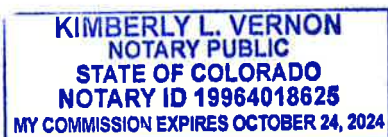
900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



Kimberly L. Vernon  
Notary Public

**EXHIBIT A**  
**To**  
**Petition for Exclusion of Real Property**  
**(Legal Description of Property to be Excluded from the Boundaries of**  
**Rudolph Farms Metropolitan District No. 4)**



### **EXCLUSION DESCRIPTION:**

A tract of land located in the Southwest Quarter of Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15;  
**THENCE** along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.03 feet to the **POINT OF BEGINNING**;  
**THENCE** continuing along said North line South 89° 38' 43" East a distance of 208.71 feet;  
**THENCE** departing said North line South 00° 21' 17" West a distance of 176.32 feet;  
**THENCE** North 89° 48' 16" West a distance of 208.71 feet;  
**THENCE** North 00° 21' 17" East a distance of 176.90 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 36,860 square feet or 0.85 acres, more or less, and may be subject to easements and rights-of-way now on record or existing.

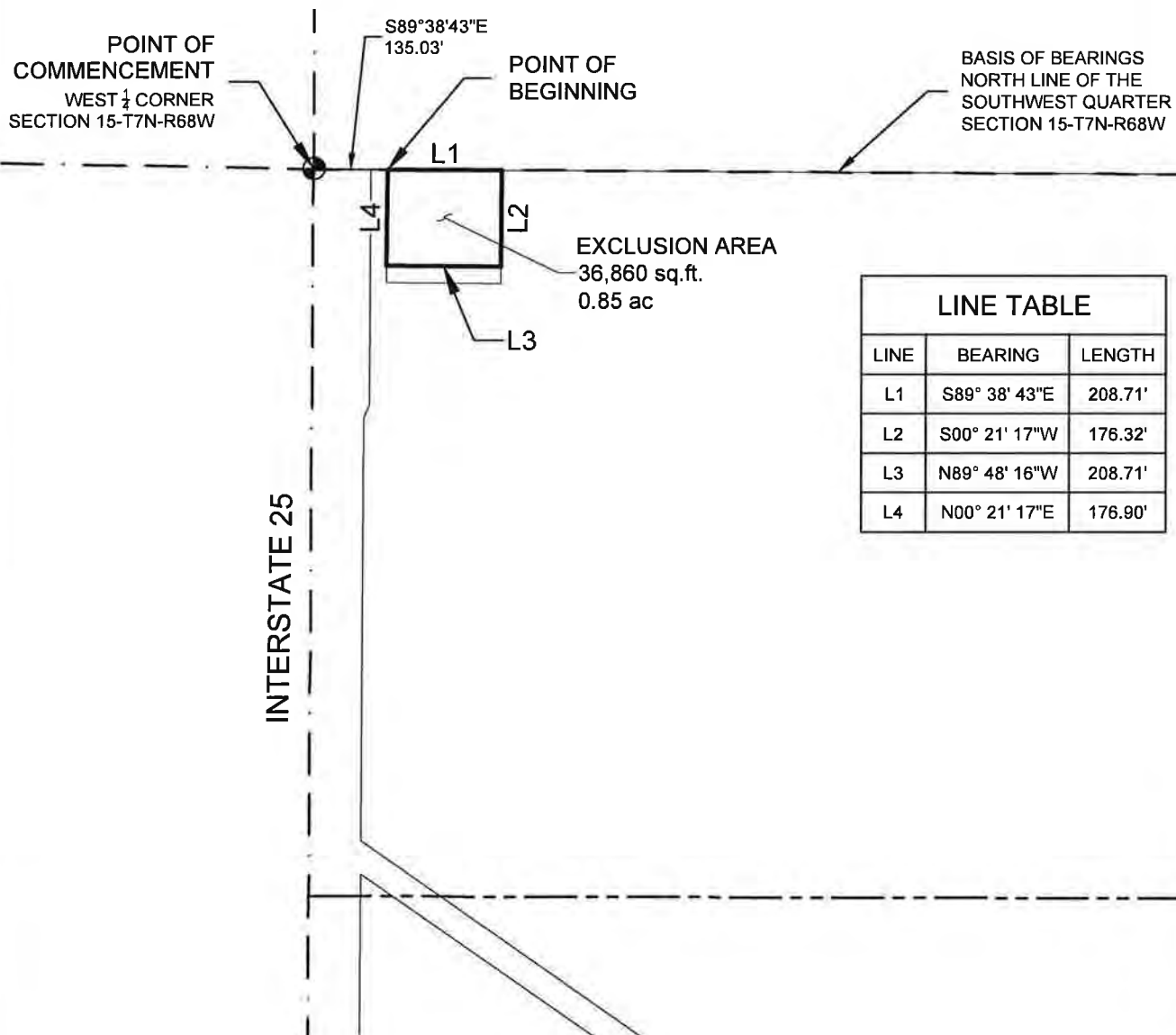
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\Exclusion Exhibits\1489-001 District 4 Exclusion Exhibit Description.docx

# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



NORTH

300 0 300 Feet

( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 3 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 3**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 3, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman  
Its: Secretary and Treasurer  
Rudolph Farms Metropolitan District No. 3

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 3)**



#### **EXHIBIT A-4**

##### **DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 3**

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;  
THENCE continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;  
THENCE departing said North line, South 56° 09' 05" West a distance of 627.23 feet;  
THENCE North 00° 21' 13" East a distance of 352.58 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-4\_District 3 Description.docx

INTERSTATE 25

WEST QUARTER CORNER  
SECTION 15-T7N-R68W

CENTER CORNER  
SECTION 15-T7N-R68W

268

DISTRICT 3  
91,442 sq.ft.  
2.10 ac

CENTER-SOUTH  
SIXTEENTH CORNER  
SECTION 15-T7N-R68W

PROSPECT ROAD

SOUTHWEST CORNER  
SECTION 15-T7N-R68W

SOUTH QUARTER CORNER  
SECTION 15-T7N-R68W

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



400 0 400 Feet

( US SURVEY FEET )  
1 inch = 400 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 3 AREA**  
**BOUNDARY MAP**

DRAWN BY  
L. Smith

DATE  
February, 2022

SCALE  
1" = 400'

PROJECT  
1489-001

EXHIBIT  
**B-4**

**EXHIBIT B**

To

Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 3)**

---

**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 3 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that he/she/it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that he/she/it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



[Signature: Kimberly L. Vernon]  
Notary Public

**EXHIBIT A**  
**To**  
**Petition for Inclusion of Real Property**  
**(Legal Description of Property to be Included in the Boundaries of**  
**Rudolph Farms Metropolitan District No. 3)**



#### **EXHIBIT A-4**

#### **DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 3**

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;

**THENCE** along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;

**THENCE** departing said North line, South 56° 09' 05" West a distance of 627.23 feet;

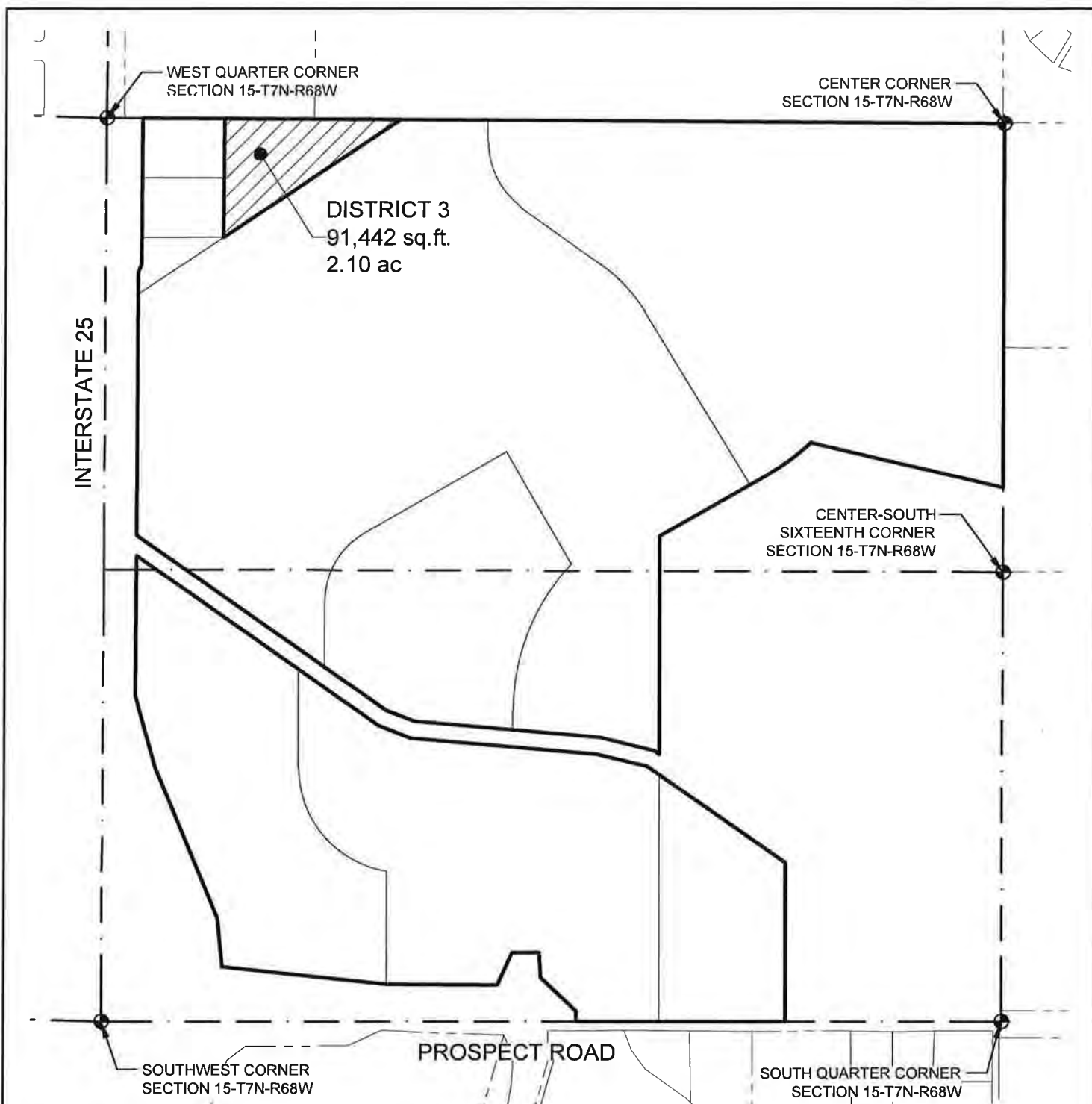
**THENCE** North 00° 21' 13" East a distance of 352.58 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

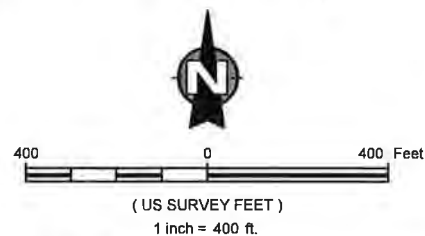
February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-4\_District 3 Description.docx



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

## RUDOLPH FARMS METROPOLITAN DISTRICTS 1 - 6

FORT COLLINS  
COLORADO

### DESCRIPTION

**DISTRICT 3 AREA  
BOUNDARY MAP**

#### DRAWN BY

L. Smith

#### DATE

February, 2022

#### SCALE

1" = 400'

#### PROJECT

1489-001

#### EXHIBIT

**B-4**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 3 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 3**

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

ATTEST:

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

### CERTIFICATE

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 3, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

\_\_\_\_\_  
 By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 3

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 3)**



**NORTHERN**  
ENGINEERING

**DESCRIPTION:**

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

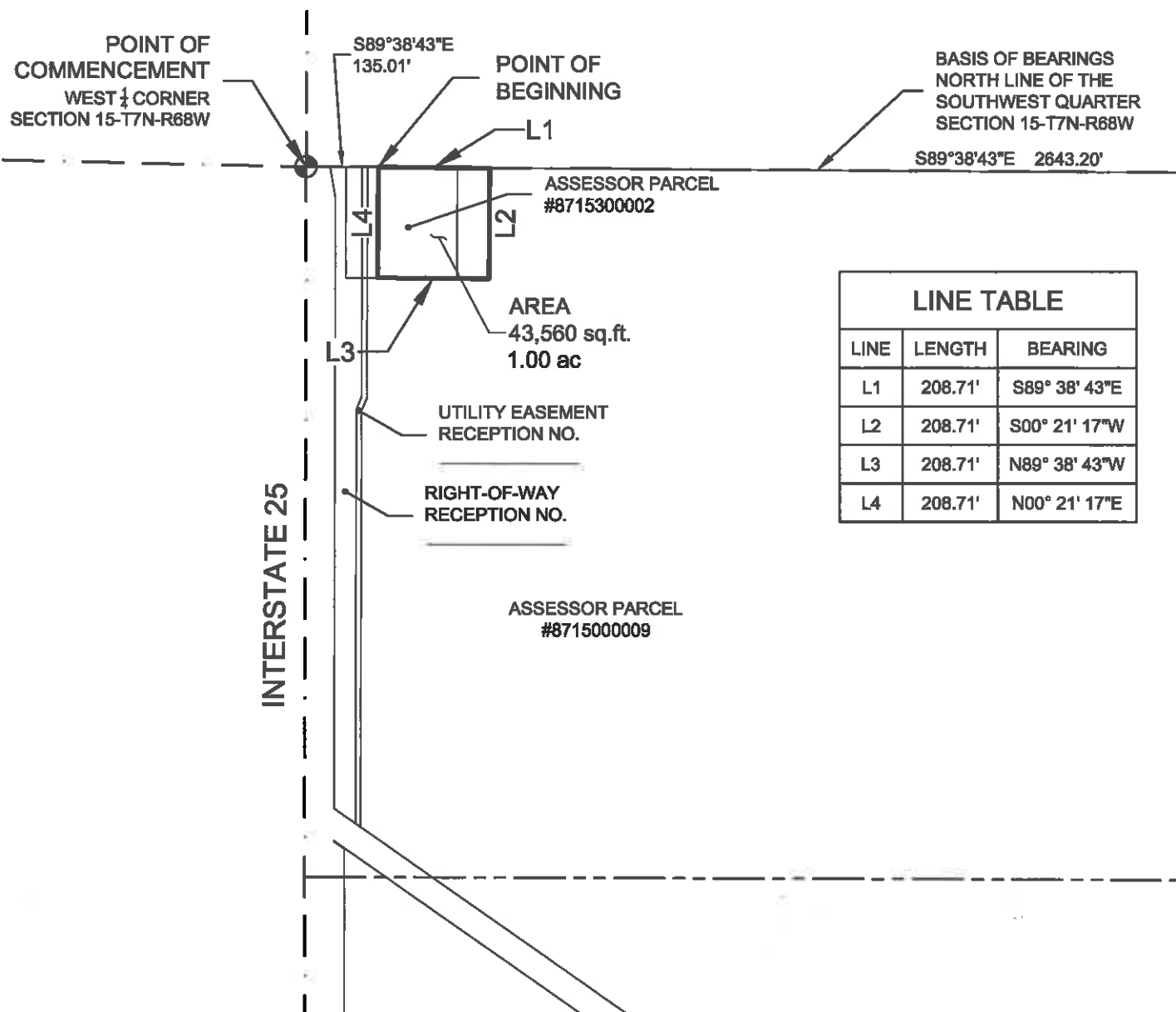
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



## LINE TABLE

LINE	LENGTH	BEARING
L1	208.71'	S89° 38' 43"E
L2	208.71'	S00° 21' 17"W
L3	208.71'	N89° 38' 43"W
L4	208.71'	N00° 21' 17"E

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 501 North Howe Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 3)**

---

**PETITION FOR EXCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 3 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC

By: Bryan Byler

Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



[Signature]  
Notary Public

**EXHIBIT A**  
To  
Petition for Exclusion of Real Property  
**(Legal Description of Property to be Excluded from the Boundaries of  
Rudolph Farms Metropolitan District No. 3)**



## DESCRIPTION:

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

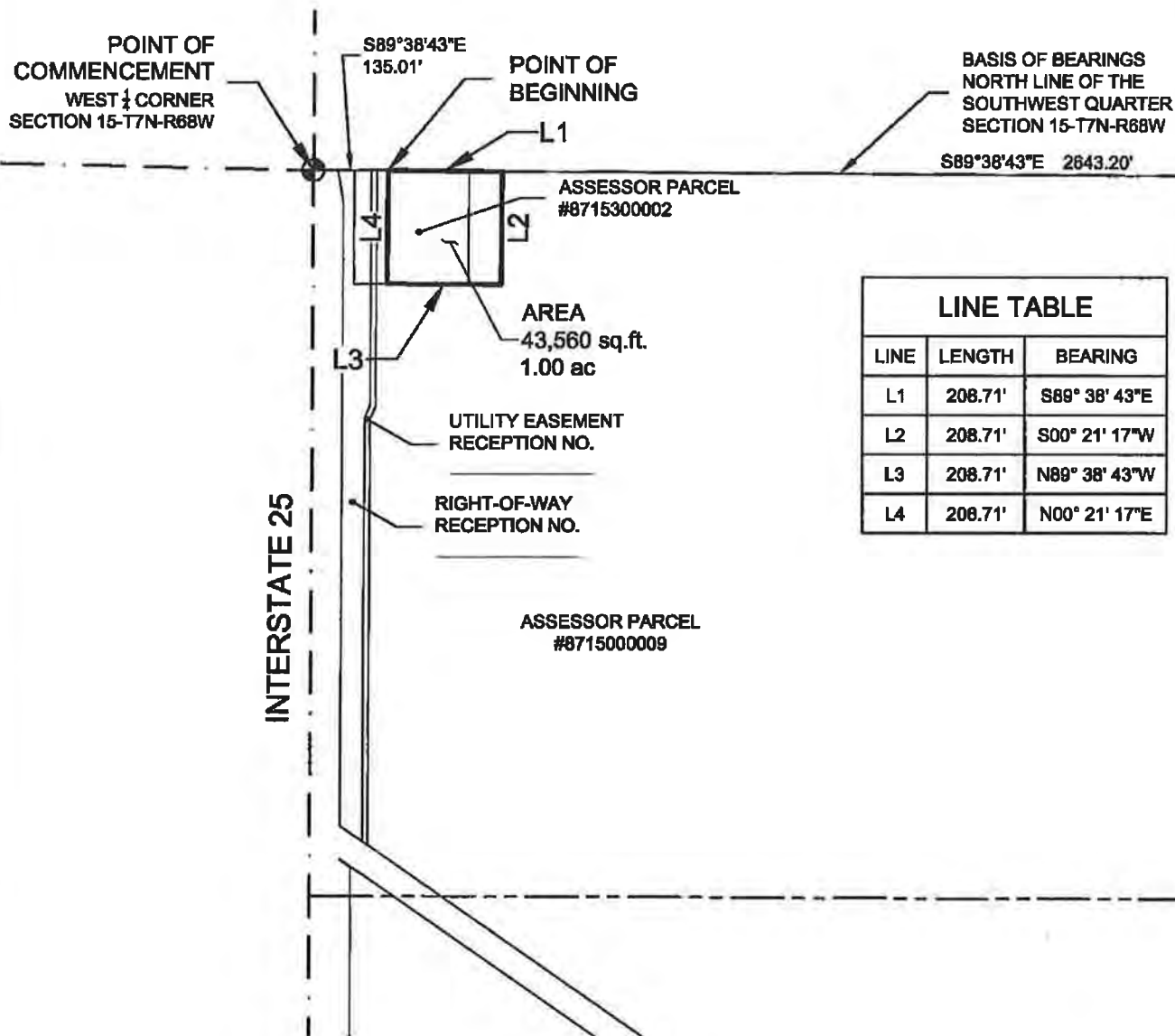
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A  
MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A  
GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION  
OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT  
ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION  
SUPERCEDES THE EXHIBIT DRAWING.



NORTH

300 0 300 Feet

( IN U.S. SURVEY FEET )  
1 Inch = 300 ft.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 501 North House Street, Suite 300, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 2 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 2**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 2, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman

Its: Secretary and Treasurer

Rudolph Farms Metropolitan District No. 2

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 2)**



### EXHIBIT A-3

#### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 2

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;  
THENCE continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;  
THENCE departing said North line, South 56° 09' 05" West a distance of 627.23 feet;  
THENCE North 00° 21' 13" East a distance of 352.58 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

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INTERSTATE 25

WEST QUARTER CORNER  
SECTION 15-T7N-R68W

CENTER CORNER  
SECTION 15-T7N-R68W

295

DISTRICT 2  
91,442 sq.ft.  
2.10 ac

CENTER-SOUTH  
SIXTEENTH CORNER  
SECTION 15-T7N-R68W

PROSPECT ROAD

SOUTHWEST CORNER  
SECTION 15-T7N-R68W

SOUTH QUARTER CORNER  
SECTION 15-T7N-R68W

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



400 0 400 Feet

( US SURVEY FEET )  
1 inch = 400 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 2 AREA**  
**BOUNDARY MAP**

DRAWN BY  
L. Smith

DATE  
February, 2022

SCALE  
1" = 400'

PROJECT  
1489-001

EXHIBIT  
**B-3**

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 2)**

---

**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 2 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

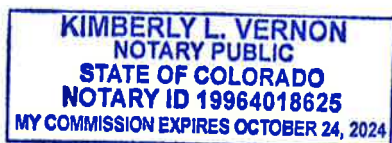
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024

Kimberly L. Vernon  
Notary Public



**EXHIBIT A**  
**To**  
**Petition for Inclusion of Real Property**  
**(Legal Description of Property to be Included in the Boundaries of**  
**Rudolph Farms Metropolitan District No. 2)**



### EXHIBIT A-3

#### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 2

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;

THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;

THENCE continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;

THENCE departing said North line, South 56° 09' 05" West a distance of 627.23 feet;

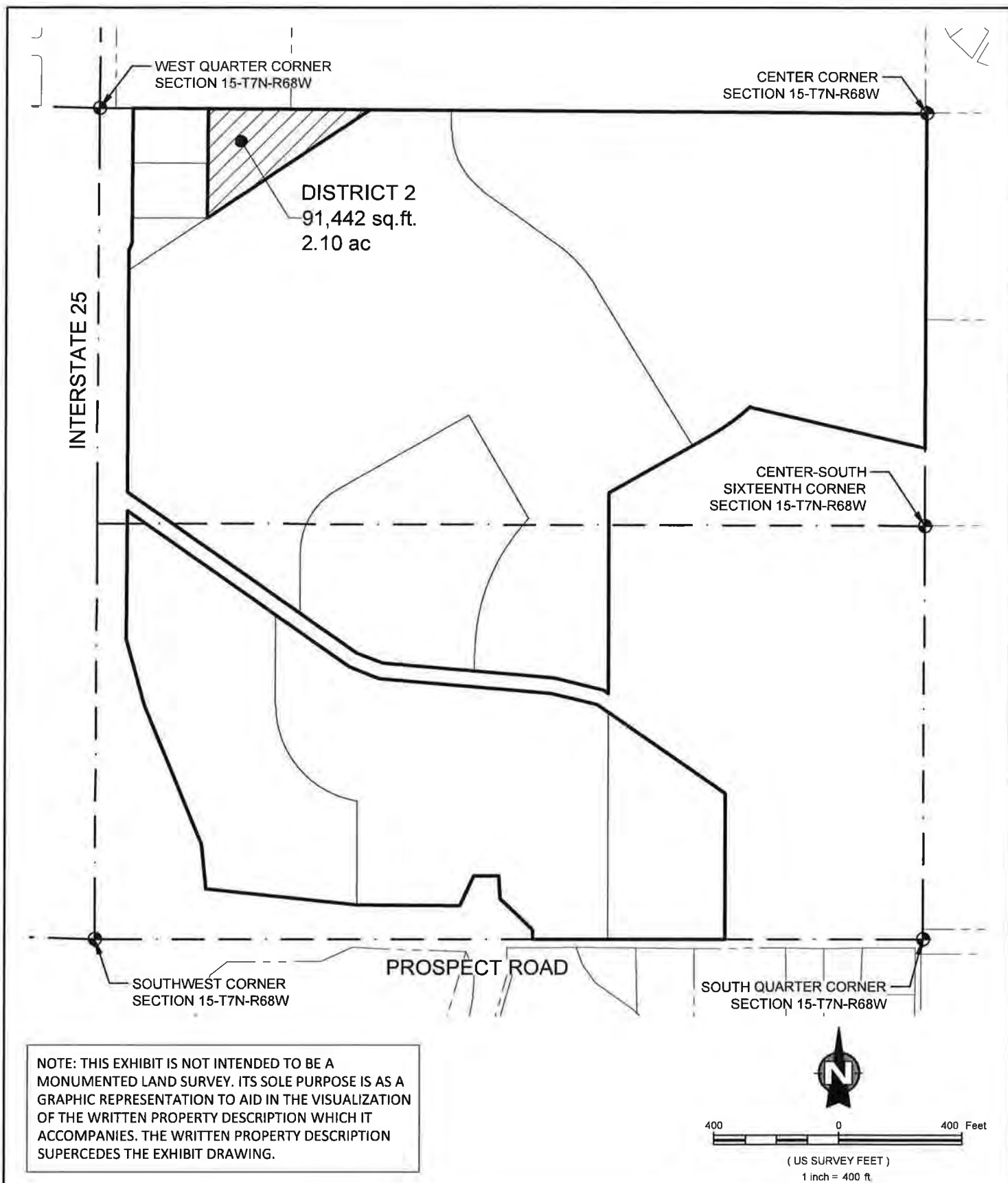
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The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

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**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS  
METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 2 AREA  
BOUNDARY MAP**

DRAWN BY  
L. Smith  
DATE  
February, 2022

SCALE  
1" = 400'  
PROJECT  
1489-001

EXHIBIT  
**B-3**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 2 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 2**

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

ATTEST:

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

# **CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 2, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

\_\_\_\_\_  
 By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 2

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 2)**



**NORTHERN**  
ENGINEERING

**DESCRIPTION:**

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

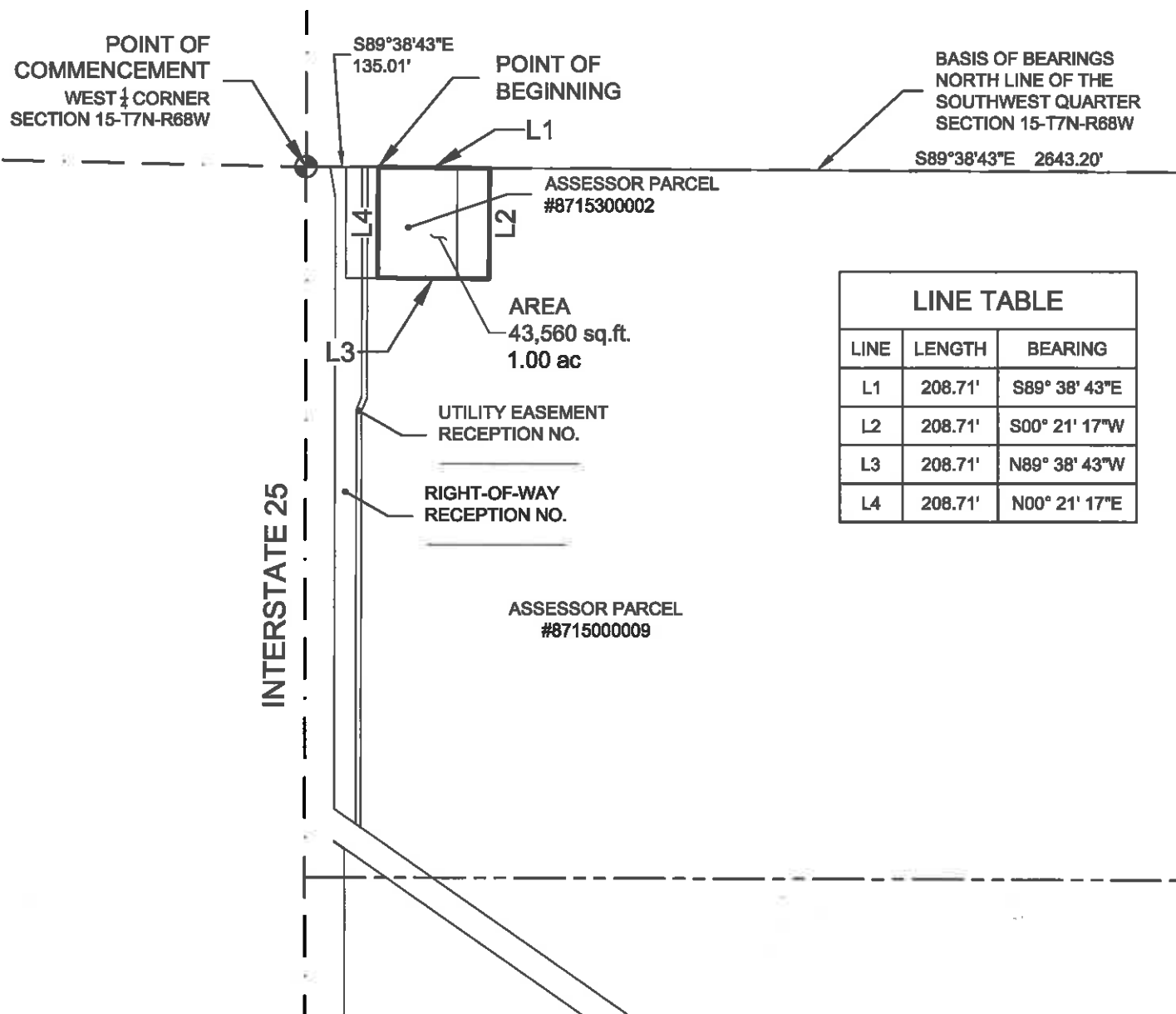
LMS

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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



## LINE TABLE

LINE	LENGTH	BEARING
L1	208.71'	S89° 38' 43"E
L2	208.71'	S00° 21' 17"W
L3	208.71'	N89° 38' 43"W
L4	208.71'	N00° 21' 17"E

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 501 North Howe Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 2)**

---

**PETITION FOR EXCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 2 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC

By: Bryan Byler

Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118

Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



Kimberly L. Vernon  
Notary Public

**EXHIBIT A**  
To  
Petition for Exclusion of Real Property  
**(Legal Description of Property to be Excluded from the Boundaries of  
Rudolph Farms Metropolitan District No. 2)**



# DESCRIPTION:

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

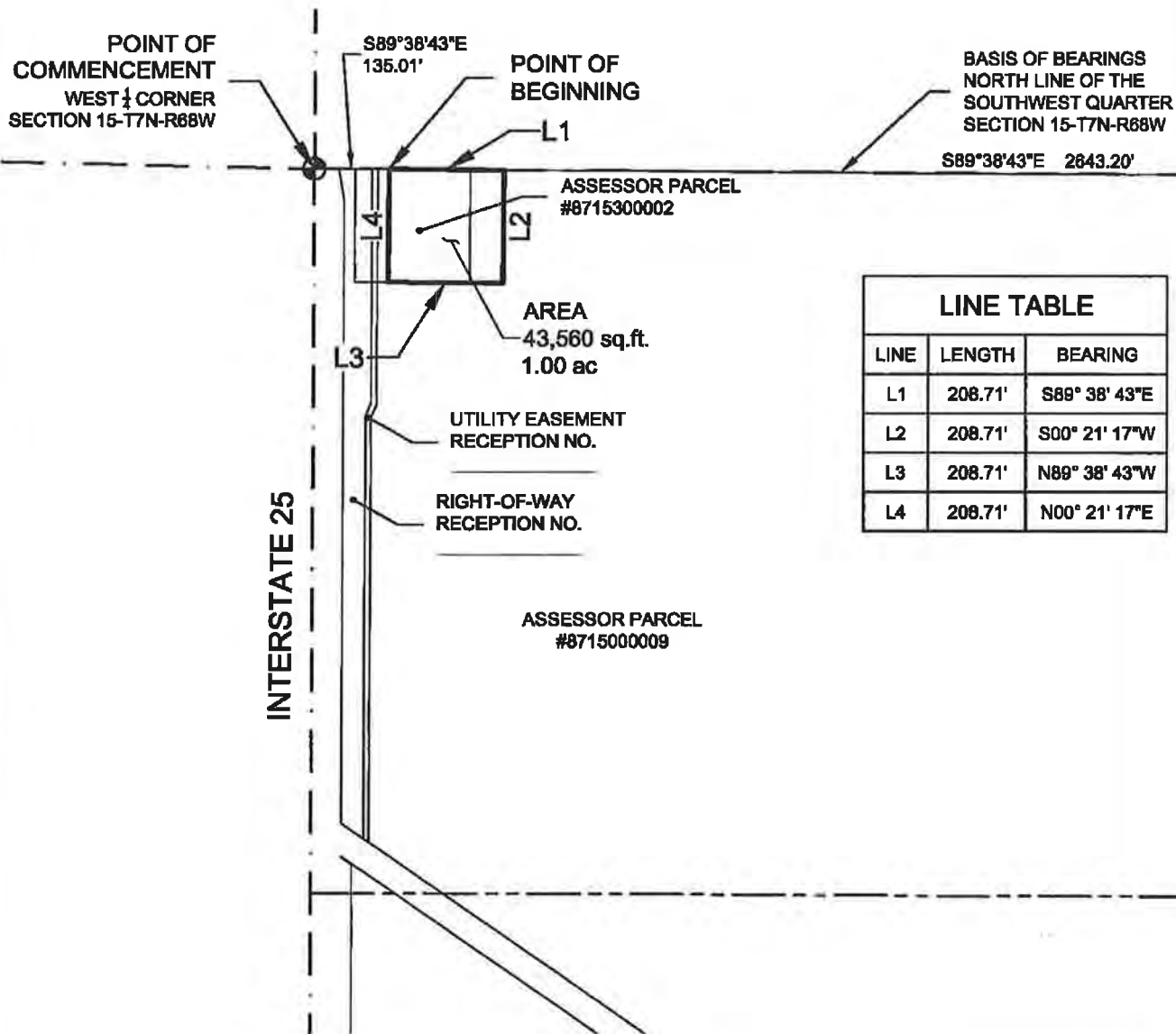
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A  
MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A  
GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION  
OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT  
ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION  
SUPERCEDES THE EXHIBIT DRAWING.



NORTH

300 0 300 Feet

( IN U.S. SURVEY FEET )  
1 Inch = 300 ft.



**NORTHER  
ENGINEERING**

FORT COLLINS: 301 North House Street, Suite 100, 80521  
GREELEY: 620 8th Street, 80631

PHONE: 970.221.4188  
www.northernengineering.com

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1  
REGARDING  
INCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-401(1)(a), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for inclusion requesting the Rudolph Farms Metropolitan District No. 1 (the “District”) include, within the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-401(1)(b), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-401(1)(b), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing, nor were any written objections filed with the Board; and

**WHEREAS**, pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:**

1. The Board hereby orders the inclusion of the Property within the boundaries of the District, and the Board orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be included are as follows:

**PETITIONER:** PNE PROSPECT ROAD HOLDINGS, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, CO 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this inclusion.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-401(1)(c), C.R.S.

5. The inclusion shall be subject to the District obtaining an Order of the District Court ordering the inclusion of the Property effective upon issuance thereof, and recordation of such Order as provided by statute.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April, 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 1**

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

ATTEST:

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

**CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 1, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this this 6th day of April, 2022.

By: Michael Kleinman  
Its: Secretary and Treasurer  
Rudolph Farms Metropolitan District No. 1

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Included into the Boundaries of Rudolph Farms  
Metropolitan District No. 1)**



## EXHIBIT A-2

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 1

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;  
 THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;  
 THENCE continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;  
 THENCE departing said North line, South 56° 09' 05" West a distance of 627.23 feet;  
 THENCE North 00° 21' 13" East a distance of 352.58 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

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INTERSTATE 25

WEST QUARTER CORNER  
SECTION 15-T7N-R68W

CENTER CORNER  
SECTION 15-T7N-R68W

322

DISTRICT 1  
91,452 sq.ft.  
2.10 ac

CENTER-SOUTH  
SIXTEENTH CORNER  
SECTION 15-T7N-R68W

PROSPECT ROAD

SOUTHWEST CORNER  
SECTION 15-T7N-R68W

SOUTH QUARTER CORNER  
SECTION 15-T7N-R68W

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION SUPERCEDES THE EXHIBIT DRAWING.



400 0 400 Feet

( US SURVEY FEET )  
1 inch = 400 ft.



**NORTHERN**  
ENGINEERING

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970.221.4158  
northernengineering.com

**RUDOLPH FARMS**  
**METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

DESCRIPTION  
**DISTRICT 1 AREA**  
**BOUNDARY MAP**

DRAWN BY  
L. Smith

DATE  
February, 2022

SCALE  
1" = 400'

PROJECT  
1489-001

EXHIBIT  
**B-2**

**EXHIBIT B**

To

Resolution and Order

**(Petition for Inclusion of Real Property into the Boundaries of Rudolph Farms  
Metropolitan District No. 1)**

---

**PETITION FOR INCLUSION OF REAL PROPERTY**

---

**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned, as petitioner, PNE Prospect Road Holdings, LLC, hereby respectfully petitions the Rudolph Farms Metropolitan District No. 1 (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District in accordance with the Sections 32-1-401 *et seq.*, C.R.S.

The undersigned hereby requests that the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), be included in the boundaries of the District and that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the inclusion of the Property into said District, and that from and after the entry of such Order, said Property shall be liable for taxes, assessments or other obligations of the District as provided by statute.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances.

The undersigned acknowledges that the District is not required to enlarge or extend its facilities beyond those currently existing and all such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

The undersigned acknowledges that acceptance of this petition by the District does not constitute any assurance from the District that the Property can be served by the District.

The undersigned further agrees that it will pay the fees associated with the inclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

Bryan Byler  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

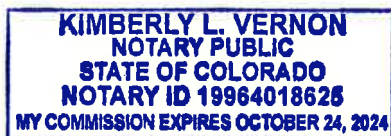
900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024



Kimberly L. Vernon  
Notary Public

**EXHIBIT A**

To

Petition for Inclusion of Real Property

**(Legal Description of Property to be Included in the Boundaries of  
Rudolph Farms Metropolitan District No. 1)**



## EXHIBIT A-2

### DESCRIPTION: RUDOLPH FARMS METROPOLITAN DISTRICT 1

A parcel of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows;

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East and with all bearings contained herein relative thereto:

**COMMENCING** at the West Quarter corner of said Section 15;

THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 346.46 feet to the **POINT OF BEGINNING**;

THENCE continuing along said North line, South 89° 38' 43" East a distance of 518.75 feet;

THENCE departing said North line, South 56° 09' 05" West a distance of 627.23 feet;

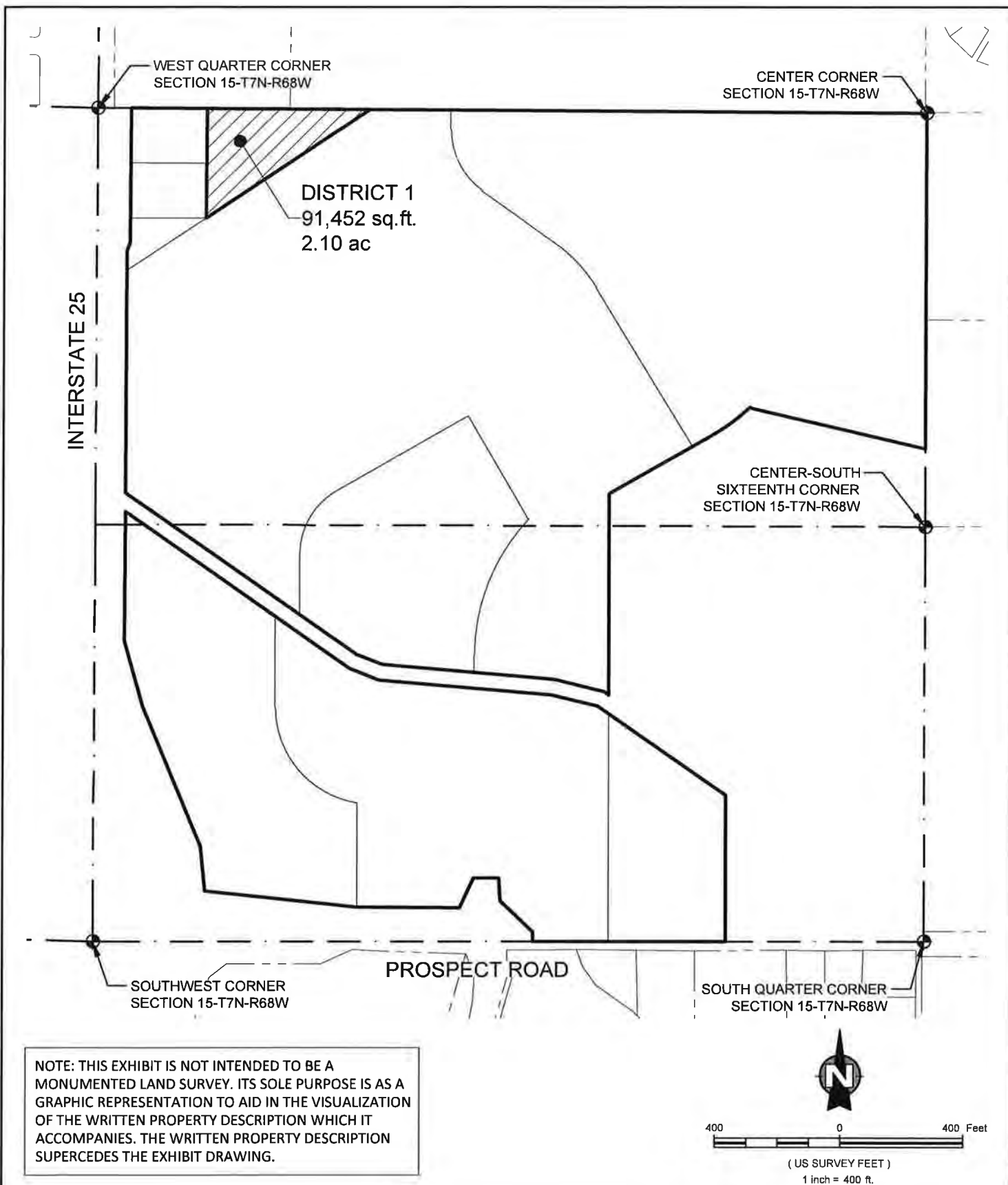
THENCE North 00° 21' 13" East a distance of 352.58 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 91,452 square feet or 2.10 acres, more or less (±) and may be subject to easements and rights-of-way now on record or existing.

February 23, 2022

LMS

S:\Survey Jobs\1489-001\Dwg\Metro District\1489-001\_A-2\_District 1 Description.docx



**NORTHERN  
ENGINEERING**

FORT COLLINS: 301 North Howes Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

970 221.4158  
northernengineering.com

**RUDOLPH FARMS  
METROPOLITAN DISTRICTS 1 - 6**  
FORT COLLINS  
COLORADO

**DESCRIPTION**  
**DISTRICT 1 AREA  
BOUNDARY MAP**

DRAWN BY

L. Smith

DATE

February, 2022

SCALE

1" = 400'

PROJECT

1489-001

**EXHIBIT**

**B-2**

**RESOLUTION AND ORDER  
OF THE  
BOARD OF DIRECTORS  
OF  
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1  
REGARDING  
EXCLUSION OF REAL PROPERTY**

**WHEREAS**, in accordance with and pursuant to Section 32-1-501(1), C.R.S., **PNE Prospect Road Holdings, LLC**, (the “Petitioner”) signed a petition for exclusion requesting the Rudolph Farms Metropolitan District No. 1 (the “District”) exclude, from the District’s boundaries, the real property located in the County of Larimer, State of Colorado as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, said petition is attached hereto and made a part hereof as **Exhibit B** (the “Petition”); and

**WHEREAS**, public notice was published on March 23, 2022 in *The Coloradoan* in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the prayer of said Petition; and

**WHEREAS**, on April 6, 2022, the Board of Directors of the District (the “Board”) held a public hearing on the Petition in accordance with Section 32-1-501(2), C.R.S.; and

**WHEREAS**, no objecting parties appeared at the public hearing nor were any written objections filed with the Board; and

**WHEREAS**, in accordance with Section 32-1-501(3), C.R.S., the Board has taken into consideration and determined and found the following:

1. The proposal is in the best interest of the property seeking exclusion;
2. The exclusion is in the best interest of the District;
3. The exclusion is in the best interest of Larimer County;
4. There is no substantial cost or economic detriment to the subject property;
5. The exclusion will not affect the District’s ability to serve properties remaining within the boundaries of the District;
6. The exclusion will not affect provision of public facilities and services by the District to the property being excluded to the extent such facilities and services have already been provided to the said property;

7. The District will continue to be able to provide services at reasonable costs compared with costs which would be imposed by other entities in the surrounding area to provide similar services;
8. Denying the Petition has no effect on the employment and other economic conditions in the District or Larimer County;
9. Denying the Petition or adopting the resolution has no economic impact on the District, Larimer County or the state as a whole;
10. Economically feasible service alternatives are available to the property being excluded; and
11. No additional costs are expected to be levied against the property remaining within the District as a result of the exclusion.

**WHEREAS**, pursuant to Section 32-1-501(4)(a)(I), C.R.S. the Board desires to grant the Petition, in whole, subject to the conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:**

1. The Board hereby orders the exclusion of the Property from the boundaries of the District and orders the Petition to be granted in whole.

2. The name and address of the Petitioner and description of the Property to be excluded are as follows:

**PETITIONER:** PNE Prospect Road Holdings, LLC

**ADDRESS:** 900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

**PROPERTY DESCRIPTION:** See **Exhibit A**

3. The Board shall seek an Order from the District Court in and for Larimer County, Colorado, which shall provide the effective date of this exclusion and shall recite in the findings a description of any bonded indebtedness in existence immediately preceding the effective date of the order from which the excluded property is liable and the date that the bonded indebtedness is then scheduled to be retired.

4. This resolution shall be certified and filed with the Clerk of the District Court of Larimer County, Colorado in accordance with Section 32-1-501(4)(b), C.R.S.

5. The exclusion shall be subject to the District obtaining an Order of the District Court ordering the exclusion of the Property effective upon issuance thereof and recordation of such Order as provided by statute.

6. The Board hereby directs legal counsel to record, upon its issuance, the Order of the District Court ordering the exclusion of the Property, together with a description of the area concerned, with the Clerk and Recorder of Larimer County, Colorado in accordance with Section 32-1-503(3), C.R.S.

**[Remainder of this page left intentionally blank.]**

**DONE AND ADOPTED** this 6th day of April 2022.

**RUDOLPH FARMS METROPOLITAN  
DISTRICT NO. 1**

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

ATTEST:

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

# **CERTIFICATE**

**COMES NOW**, Michael Kleinman, the Secretary and Treasurer of the Rudolph Farms Metropolitan District No. 1, and hereby certifies that the attached resolution is a true and accurate copy of the resolution adopted by the Board of Directors at its special meeting held April 6, 2022, via telephone at 1-253-215-8782, Meeting ID: 925 7024 2692, Passcode: 682060 or via online meeting at <https://zoom.us/j/92570242692?pwd=K0QrV1Eva3pPQVNWNmFnREovRFdzdz09>.

**WITNESS** my hand this 6th day of April 2022..

\_\_\_\_\_  
 By: Michael Kleinman  
 Its: Secretary and Treasurer  
 Rudolph Farms Metropolitan District No. 1

**EXHIBIT A**  
To  
Resolution and Order

**(Legal Description of Property to be Excluded from the Boundaries of Rudolph Farms  
Metropolitan District No. 1)**



**NORTHERN**  
ENGINEERING

**DESCRIPTION:**

A tract of land located in Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

**COMMENCING** at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 135.01 feet to the **POINT OF BEGINNING**; thence, South 89° 38' 43" East, 208.71 feet; thence, South 00° 21' 17" West, 208.71 feet; thence North 89° 38' 43" West, 208.71 feet; thence, North 00° 21' 17" East, 208.71 feet to the **POINT OF BEGINNING**.

The above described tract of land contains 43,560 square feet or 1.00 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

March 18, 2019

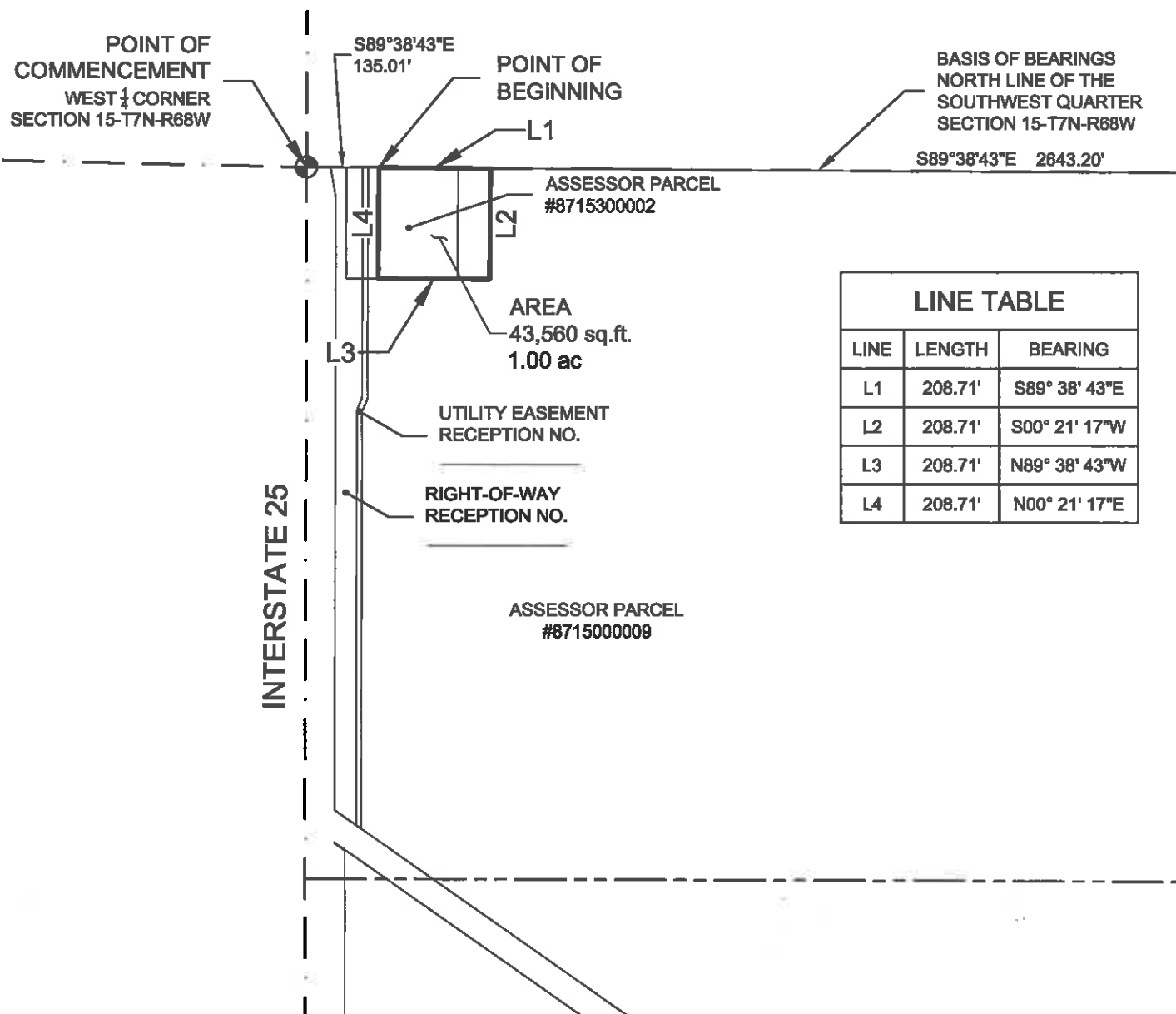
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# EXHIBIT

A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 15,  
TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6th P.M.,  
CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



300 0 300 Feet  
( IN U.S. SURVEY FEET )  
1 inch = 300 ft.

NOTE: THIS EXHIBIT IS NOT INTENDED TO BE A  
MONUMENTED LAND SURVEY. ITS SOLE PURPOSE IS AS A  
GRAPHIC REPRESENTATION TO AID IN THE VISUALIZATION  
OF THE WRITTEN PROPERTY DESCRIPTION WHICH IT  
ACCOMPANIES. THE WRITTEN PROPERTY DESCRIPTION  
SUPERCEDES THE EXHIBIT DRAWING.



**NORTHER**  
ENGINEERIN

FORT COLLINS: 501 North Howe Street, Suite 100, 80521  
GREELEY: 820 8th Street, 80631

PHONE: 970.221.4158  
www.northernengineering.com

## Exhibit A-2

Tract of land located in the Southwest Quarter of Section 15, Township 7 North, Range 68 West of the Sixth Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of said Section 15 as bearing South 89° 38' 43" East, and with all bearing contained herein relative thereto:

Commencing at the West Quarter Corner of said Section 15; thence along the North line of the Southwest Quarter, South 89° 38' 43" East, 2,643.20 feet; thence, South 00° 05' 39" West, 1331.29 feet; thence, North 89° 49' 50" West, 637.70 feet; thence, South 00° 00' 36" West, 804.25 feet; thence, South 00° 00' 36" West, 61.05 feet to **POINT OF BEGINNING 1**; thence, South 00° 00' 36" West, 468.93 feet; thence, North 89° 59' 24" West, 1181.93 feet; thence, North 00° 00' 36" East, 30.25 feet; thence, North 65° 50' 44" West, 112.37 feet; thence, South 89° 54' 52" West, 299.87 feet; thence, North 57° 21' 33" West, 106.29 feet; thence, North 26° 23' 32" West, 458.81 feet; thence, North 11° 18' 02" West, 200.00 feet; thence North 03° 14' 53" West, 294.32 feet; thence, North 00° 10' 38" East, 360.36 feet; thence, South 54° 48' 16" East, 895.99 feet; thence, South 67° 52' 16" East, 101.38 feet; thence, South 84° 59' 16" East, 552.56 feet; thence, South 76° 19' 16" East, 150.64 feet; thence, South 54° 58' 16" East, 500.33 feet to POINT OF BEGINNING 1, containing 1,580,513 square feet or 36.28 acres, more or less.

Parcel Numbers: 8715300002 and 8715000021

**EXHIBIT B**

To  
Resolution and Order

**(Petition for Exclusion of Real Property from the Boundaries of Rudolph Farms  
Metropolitan District No. 1)**

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**PETITION FOR EXCLUSION OF REAL PROPERTY**

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**TO: RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1,  
CITY OF FORT COLLINS, LARIMER COUNTY, COLORADO**

The undersigned PNE Prospect Road Holdings, LLC, as petitioner, hereby respectfully petition the Rudolph Farms Metropolitan District No. 1 (the "District") acting by and through its Board of Directors, for the exclusion of real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Property") from the boundaries of the District in accordance with the provisions of Sections 32-1-501 *et seq.*, C.R.S.

The undersigned petitioners further request that an Order may be entered in the District Court in and for the County of Larimer, State of Colorado, effectuating the exclusion of the Property from said District, and that from and after the entry of such Order, said Property shall not be liable for assessments or other obligations of said District except as otherwise provided in Section 32-1-503(1), C.R.S.

The undersigned represent to the District that it is the owner of one hundred percent (100%) of the Property and that no other person, persons, entity or entities own any interest therein, except as beneficial holders of encumbrances, and that the undersigned assent to the exclusion of the Property from the District.

The undersigned further agrees that it will pay the fees and costs associated with the exclusion of the Property within the District if this petition is accepted, including the costs of publication of appropriate legal notices.

SUBMITTED THIS 3rd DAY OF March, 2022

**PETITIONERS:**

[Signature]  
PNE Prospect Road Holdings, LLC  
By: Bryan Byler  
Its: Manager

**ADDRESS OF PETITIONERS:**

900 Castleton Road, Suite 118  
Castle Rock, Colorado 80109

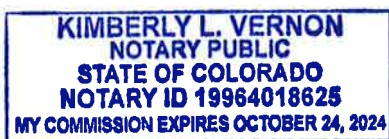
STATE OF COLORADO )  
) ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 3rd day of March, 2022 by Bryan Byler as Manager of PNE Prospect Road Holdings, LLC.

WITNESS my hand and official seal.

My commission expires: 10/24/2024

[Signature: Kimberly L. Vernon]  
Notary Public



**EXHIBIT A**  
**To**  
**Petition for Exclusion of Real Property**  
**(Legal Description of Property to be Excluded from the Boundaries of**  
**Rudolph Farms Metropolitan District No. 1)**



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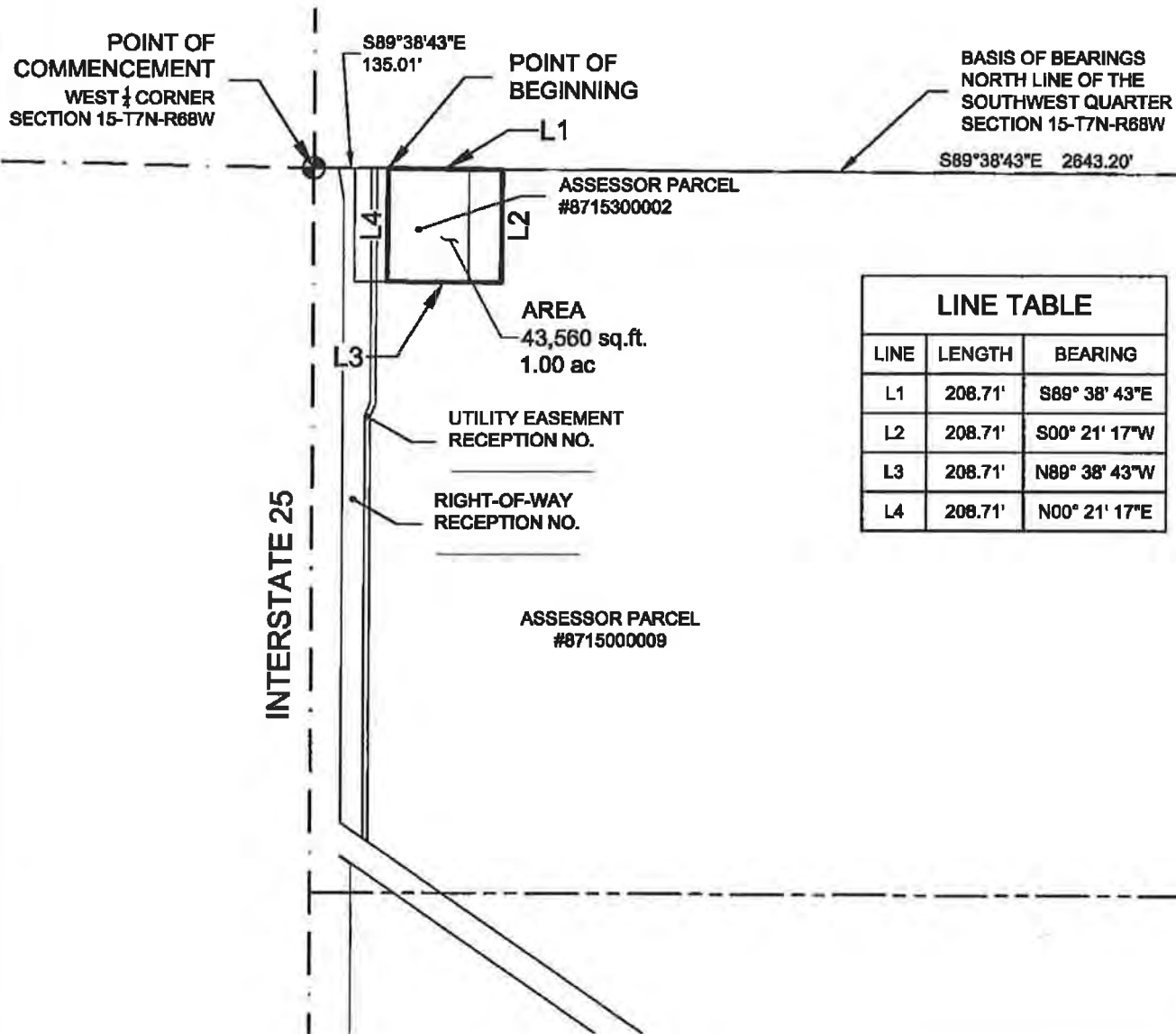
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