

**CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 1
TOWN OF CASTLE ROCK, COLORADO**

2022 ANNUAL REPORT

Pursuant to C.R.S. §32-1-207(3)(c) and the Amended and Consolidated Service Plan for Crystal Valley Metropolitan District No. 1 (the “**District**”) dated November 21, 2001, as amended (the “**Service Plan**”) the District is required to submit an annual report to the Town of Castle Rock (the “**Town**”) with regard to the following matters:

For the year ending December 31, 2022, the District makes the following report:

§32-1-207(3) Statutory Requirements

1. Boundary changes made.

There were no boundaries made to the District’s boundaries in 2022.

2. Intergovernmental Agreements entered into or terminated with other governmental entities.

*The District entered into an Amended and Restated Master Intergovernmental Agreement with Crystal Valley Metropolitan District No. 2 (“District No. 2”) and the Town of Castle Rock on June 7, 2022, attached hereto as **Exhibit A**.*

*The District executed a Termination of District Facilities Construction and Service Agreement with District No. 2 on August 23, 2022, attached hereto as **Exhibit B**.*

3. Access information to obtain a copy of rules and regulations adopted by the board.

As of December 31, 2022, the District had not adopted any rules and regulations.

4. A summary of litigation involving public improvements owned by the District.

To our actual knowledge, based on review of the court records in Douglas County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s public improvements as of December 31, 2022.

5. The status of the construction of public improvements by the District.

Construction of the central corridor landscaping project continued in 2022.

6. A list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality.

The District did not convey any improvements to the Town in 2022.

- 7. The final assessed valuation of the District as of December 31st of the reporting year.**

The 2022 final assessed valuation as certified by the Douglas County Assessor for the District is \$10,250.

- 8. A copy of the current year's budget.**

*A copy of the 2023 Budget is attached hereto as **Exhibit C**.*

- 9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.**

The 2022 Audit has not been completed and will be submitted as a supplemental report upon completion.

- 10. Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.**

There were no uncured events of default that continued beyond a ninety (90) day period, under any debt instrument.

- 11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.**

The District did not experience any inability to pay its obligations as they came due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

Service Plan Requirements

- 12. A narrative summary of the progress of the District in implementing their service plan for the report year.**

The District continues to implement the development schedule as contemplated in the Amended and Consolidated Service Plan.

- 13. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in the report year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the report year.**

*A copy of the District's budget for the year ending December 31, 2022 is attached as **Exhibit C**.*

- 14. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the report year, the amount of payment or retirement of existing indebtedness or long-term obligations issued in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year, and the current mill levy of the District pledged to debt retirement in the report year.**

*For a summary of the financial obligations of the District as of December 31, 2022, see attached **Exhibit C**.*

The 2022 assessed valuation of all taxable properties within the District is \$10,250.

In 2022, the District did not impose any mills for collection in 2023.

- 15. A summary of residential and commercial development that has occurred within the District for the report year.**

None.

- 16. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year.**

Fees collected during 2022 are indicated in the District's 2022 Audit which will be submitted once completed.

- 17. Certification of the Board that no action, event, or condition of Section 11.02.060 (Material Modification of Service Plan) of this chapter has occurred in the report year.**

The Board of Directors of the District hereby certifies that as of December 31, 2022, and pursuant to the City Resolution No. 2008-51, no action, event or condition has taken place constituting a material modification of the Service Plan.

- 18. The names, business addresses and phone numbers of all members of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the board.**

*Gregory W. Brown, President
8031 Homesteader Drive
Morrison, CO 80465
Telephone: (303) 870-6300*

General Counsel:

*K. Sean Allen, Esq.
White Bear Ankele Tanaka and Waldron, Attorneys at Law
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Telephone: (303) 858-1800*

Regular Meetings:

*Date: The first Wednesday of April, June, October and November
Place: 2160 Fox Haven Drive, Castle Rock, CO and via teleconference
Time: 4:00 p.m.*

EXHIBIT A

Amended and Restated Master Intergovernmental Agreement

**AMENDED AND RESTATED
MASTER
INTERGOVERNMENTAL AGREEMENT**

**TOWN OF CASTLE ROCK
AND
CRYSTAL VALLEY
METROPOLITAN DISTRICT
NOS. 1 AND 2**

June 7, 2022

**TOWN OF CASTLE ROCK/CRYSTAL VALLEY
METROPOLITAN DISTRICT NOS. 1 & 2
MASTER INTERGOVERNMENTAL AGREEMENT**

DATE:

June 7, 2022

PARTIES: **TOWN OF CASTLE ROCK** ("Town"), a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

CRYSTAL VALLEY METROPOLITAN DISTRICT NOS. 1 AND 2, ("Districts") quasi-municipal corporations and political subdivisions of the State of Colorado c/o White Bear Ankele Tanaka & Waldron, 2154 East Commons Ave., Suite 2000, Centennial, Colorado 80122.

RECITALS:

A. The Districts were organized by order and decree of the Douglas County District Court for the purpose of developing infrastructure to support the extension of urban services to the property now known as the Crystal Valley Ranch PD ("CVR"). Town and Districts entered into Intergovernmental Agreements dated March 3, 1987 (collectively, "Prior IGA") for the purpose of defining the respective obligations of Town and Districts for infrastructure development and the provision of services to CVR. CVR is located within the collective boundaries of the Districts, which lie entirely within the corporate limits of the Town.

B. As part of the organization of the Districts, the Districts submitted and the Town approved separate Service Plans for each District ("Original Service Plans"). Contrary to the projections in the Original Service Plans, no development within the Districts has taken place and therefore the Districts have not constructed development infrastructure. The CVR development plan approved by the Town on March 22, 2001 is a significant modification to the previous zoning, resulting in a reduction in densities and other changes to the development plan.

C. As required by the Special District Act and Chapter 11.02 of the Castle Rock Municipal Code, the Districts have submitted an Amended Consolidated Service Plan which was approved by Resolution No. 2001-152 of the Castle Rock Town Council on December 13, 2001 ("Amended Service Plan"). On May 6, 2014, the Town Council approved the First Amendment to Amended Consolidated Service Plan ("First Amendment"), and on June 10, 2020, the Town Council approved the Second Amendment to the Amended Consolidated Service Plan ("Second Amendment") (the Amended Service Plan, the First Amendment, and the Second Amendment are hereafter collectively referred to as the "Service Plan"). The Service Plan reflects current capital development and financial projections for the Districts on a consolidated basis. The Council's approval of the Service Plan was conditioned on the Districts entering into this Master Intergovernmental Agreement, which sets forth, among other things, the parameters of the Districts' authority to finance and construct public improvements.

D. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governmental entities to make the most efficient and effective use of

their powers, responsibilities and resources. Due to the fact that the Districts' boundaries are entirely located within the Town limits, and the Town provides municipal services within the Districts' boundaries, the limitations and restrictions on the exercise by the Districts of the powers and duties granted it under the Special District Act are appropriate and necessary to protect the health, safety and welfare of the residents and citizens of the Town, including the current and future residents of the CVR.

COVENANTS

THEREFORE, in consideration of these mutual promises, the parties agree and covenant as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words when capitalized in the text shall have the meanings indicated:

Agreement: this Master Intergovernmental Agreement and any amendments and supplements to this Agreement.

Authority: the Plum Creek Wastewater Authority.

Availability of Service or Facilities Charges: those charges permitted to be assessed by the Districts pursuant to §32-1-1006(1)(h), C.R.S., as amended from time to time.

Bonds: bonds, refunding bonds, notes, certificates, debentures, contracts or other evidence of indebtedness or borrowing issued or incurred by the Districts pursuant to law.

Charter: the Home Rule Charter of the Town, as amended.

Code: the Castle Rock Municipal Code, as amended.

C.R.S.: the Colorado Revised Statutes, as amended.

CVR: the real property zoned as the Crystal Valley Ranch Planned Development ("CVPD").

Development Agreements: the Crystal Valley Ranch Development Agreement dated March 22, 2001 between the Town and landowner, recorded on December 12, 2001 at Reception No. 01120401 of the public records of Douglas County, Colorado ("Crystal Valley Ranch Development Agreement"), and the Ridge Estates Annexation and Development Agreement, dated June 16, 2020 between the Town and landowner, recorded June 29, 2020 at Reception No. 2020056847 of the public records of Douglas County, Colorado ("Ridge Estates Development Agreement" and collectively with the Crystal Valley Ranch Development Agreement, the "Development Agreements").

Development Exactions: the fees and charges imposed by Town under the Town Regulations on development, including per unit charges for capital plant investment, such as System Development Fees.

Districts: the Crystal Valley Metropolitan District Nos. 1 & 2, the legal boundaries of which are described in the attached Exhibit 1.

Facilities: the infrastructure prescribed by Town Regulations necessary to furnish Municipal Services to CVR, as further identified in the Service Plan.

Facilities Development Fees: those fees to be imposed and collected by the Districts for connection to Facilities constructed by the Districts, and for the right to use other Facilities of the Districts.

Financial Plan: the financing plan designated as Exhibit G to the Service Plan.

CVR: the real property zoned as the Crystal Valley Ranch Planned Development (PD).

Municipal Services: police and fire protection, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within the municipality under its police powers.

Phasing Plan: the Phasing Plan under Exhibit 3 to the Crystal Valley Ranch Development Agreement and the matrix and notes on the Ridge Estates Planned Development Plan and Zoning Regulations.

Plans: the plans, documents, drawings and specifications prepared by or for the Districts for construction, installation or acquisition of any of the Facilities.

Prior IGA: Intergovernmental Agreements between Town and Districts dated March 3, 1987.

Regional Plant: the Lower East Plum Creek Regional Wastewater Treatment Facility owned and operated by the Authority.

REPD: the real property zoned as the Ridge Estates Planned Development.

SDO: the Special District Oversight ordinance codified in Chapter 11.02 of the Code.

Service Charges: the periodic charges imposed by the Town pursuant to Town Regulations, and billed to ultimate consumers of service provided by the Town to cover the costs of providing such services.

Service Plan: the Amended Consolidated Service Plan for Districts 1 and 2, respectively

dated November 21, 2001, approved by Town Council Resolution No. 2001-152 on December 13, 2001, and as amended by the First Amendment, dated May 6, 2014, and the Second Amendment, dated June 10, 2020 .

Special District Act: Article 1, Title 32, C.R.S.

System Development Fees: the charges imposed by Town under Town Regulations as a condition to the right to connect to the municipal water or wastewater system, for the purpose of recovering Town's pro rata capital cost of water or wastewater facilities dedicated to allow such connection, including the component charges currently imposed under 13.12.080 of the Code. A charge or fee imposed under the Town Regulations exclusively for the purpose of the acquisition or development of renewable water resources or a cash payment in lieu of water rights dedication is not considered a System Development Fee under this Agreement.

Town: the Town of Castle Rock, a home rule municipal corporation.

Town Regulations: the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all zoning, subdivision, public works and building codes, as the same may be amended from time to time, applied on a Town-wide basis. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application.

Water and Wastewater Facilities: the facilities required to: (i) withdraw, treat and distribute potable water; (ii) store and reuse irrigation water; and (iii) collect and treat wastewater.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

1.02 Cross-Reference. Any reference to a section or article number, with or without further description, shall mean such section or article in this Agreement.

ARTICLE II FACILITIES DEVELOPMENT AND MAINTENANCE

2.01 Construction of Facilities. Districts have the authority to construct the Facilities for which the development obligation is assigned the developer under the Phasing Plan. The Districts have the authority to finance any of the Facilities, consistent with the Development Agreements and Service Plan. The Districts shall not have the authority to provide other infrastructure without the prior written consent of the Town. The Facilities shall be constructed pursuant to the standards and procedures set forth in the Service Plan, Development Agreements, and the Town Regulations.

2.02 Ownership and Maintenance. Except as provided in the Service Plan or as otherwise allowed by the Town, the Districts shall convey the Facilities to the Town upon completion in accordance with the Development Agreements.

2.03 Wastewater Treatment. Wastewater treatment facilities for the CVR and REPD will be provided by the Authority at the Regional Plant. The Town, as a member of the Authority, will use its best efforts to insure that the Authority will maintain sufficient capacities at the Regional Plant or other suitable locations for service to developers and homebuilders within the Districts who have paid or will pay the wastewater System Development Fee.

2.04 Maintenance. Upon acceptance of the Facilities, Town shall operate maintain, repair and/or replace the Facilities, in order to provide Municipal Services to the CVR and REPD. However, this Agreement shall not restrict or impair the Town from conveying Facilities to a regional authority or other governmental or quasi-governmental agency or authority, provided an equivalent level of maintenance and operation of such Facilities at an equivalent cost is guaranteed by Town, and the Town obtains an opinion of a bond attorney with a nationally-recognized expertise in the area of municipal bonds indicating that the conveyance will not adversely affect the tax-exempt status of any outstanding Bonds of the Districts.

2.05 Surety. In recognition of the quasi-municipal nature of the Districts and their financial and taxing powers, Districts may satisfy the requirements under the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Facilities by establishing a cash escrow (the "Escrow") in accordance with the following:

- (a) the Escrow shall be established with a title insurance company or financial institution;
- (b) the construction Escrow deposit shall be in the amount prescribed by the Town Regulations;
- (c) District may make progress payments to its contractors from the Escrow construction deposit, provided Town approves the draw request, which approval shall not be unreasonably withheld;
- (d) the construction Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;
- (e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by Districts for the purpose of undertaking completion or remediation work on the Facilities as more specifically provided under the applicable SIA; and
- (f) the Escrow deposit remaining after expiration of the warranty period and application to remedy unmet warranty obligations, if any, shall be returned to Districts.

In the event that alternative surety arrangements are authorized in the Town Regulations, such provisions shall be available to Districts, notwithstanding the above requirements.

ARTICLE III DEVELOPMENT FEES

3.01 Town Fees. Town will impose and collect Development Exactions within the Districts in accordance with the Town Regulations, subject to the further provisions of the

Development Agreements, including the right of the Districts to recover the Fee Credit, on such terms and conditions as are specified in the Development Agreements.

3.02 Charges by Districts. Districts shall have the right to impose Availability of Service or Facility Charges and Facilities Development Fees (collectively, the "District Fees"), provided that the imposition of such fees shall not in any manner impair or limit the imposition or collection by Town of any Development Exactions, including System Development Fees, within the CVR and REPD. Districts shall collect District Fees directly from the builder or developer. Districts shall have no right or ability to impose any other Development Exactions, other than District Fees, unless otherwise provided in a subsequent agreement between Town and Districts. Districts shall have no right to impose any Service Charges within the CVR and REPD. Nothing in this section shall preclude or impair the Districts' ability to collect ad valorem property taxes, or to collect and impose any other rate, fee, tax, penalty or charge or other source of revenue, which is identified for utilization and application in the Financial Plan.

ARTICLE IV BOND ISSUANCE

4.01 Bonds. Districts shall not issue Bonds, except upon compliance with the following conditions:

- (a) the Bonds are issued in accordance with the applicable provisions and restrictions of the Service Plan, the Special District Act, and other applicable provisions of the laws of the State of Colorado; and
- (b) the Districts are not then required to obtain a Service Plan amendment under either the Special District Act or the SDO (i.e., as of the date of issuance there has not been a material modification to the Service Plan, as amended).

ARTICLE V SERVICE PLAN COMPLIANCE

5.01 Generally. The Service Plan contains certain responsibilities, restrictions and limitations on the Districts which may not be separately set forth in this Agreement. Performance of the Service Plan by the Districts is an implied covenant of this Agreement, for which the default and remedies of section 8.05 shall be applicable in the same manner as if expressly set forth in this Agreement.

5.02 Service Plan Amendment. The authorization to the Districts under the terms of the Service Plan and this Agreement is given by Town on reliance upon certain development and financial assumptions and projections in the Service Plan. Although these projections and assumptions are based upon the best information available at this time, such assumptions and projections may prove to be materially inaccurate. Accordingly, a Service Plan amendment shall be submitted by Districts to Town for Town review and approval when required under the SDO and Special District Act.

5.03 Town Review. Annually, not later than the date Districts are required to submit the annual report under the SDO, the Districts shall furnish to Town an accounting of all actual revenues and expenses, and accumulated reserves for the preceding calendar year, in substantially the same format as the Financial Plan, such that Town can compare the experience of the Districts with the projections in the Financial Plan. Town shall have access to Districts' financial statements, accounting records and other supporting documentation, upon written demand, and at such reasonable times, for the purpose of auditing the financial reports submitted by Districts.

5.04 Statutory Review. The review of the Service Plan and the approval of this Agreement shall constitute the first quinquennial review of the Districts' reasonable diligence. The second statutory review of Districts' applications for the quinquennial finding of reasonable diligence under the Special District Act shall take place in 2006, to be completed not later than July 1, 2006.

ARTICLE VI SERVICE PLAN COMPLIANCE

6.01 Restrictions on Expansion of Districts' Powers. The parties acknowledge that the Districts were permitted by the Town to be organized solely for the purpose of providing, acquiring, constructing, installing and completing the Facilities and providing or causing to be provided the services authorized pursuant to this Agreement and described in the Service Plan, and for no other purpose. The Districts shall not engage in any activity, purpose, service or function except as stated in this Agreement and in the Service Plan or as reasonably required for the Districts to accomplish such purposes, responsibilities and obligations. Town shall not interfere with the exercise by Districts of any of their lawful powers except as the exercise thereof is specifically limited by this Agreement and the Service Plan.

6.02 Extraterritorial Authority. Districts will not engage in any service or activity outside its boundaries (as the same may be modified, from time to time, in accordance with the Service Plan), except as such Facility, service or activity is described in the Service Plan or is necessary to the provision of Facilities or services within its boundaries, or where the Districts have obtained the Town's prior approval.

6.03 Change of District Boundaries. The Districts shall neither cause any additional territory outside the boundaries of the CVR and REPD to be included within one or more of the Districts' boundaries, nor permit any territory now included in the CVR and REPD to be excluded from the Districts, without first obtaining Town approval, or unless authorized in the Service.

ARTICLE VII TOWN RESERVED POWERS

7.01 Generally. As a general purpose municipal corporation, the Town adopts and administers policies, rules and regulations, principally through the Town Regulations ("Town Policies"). The approval of the Service Plan or this Agreement shall in no manner restrict the Town Council from applying Town Policies within the CVR and REPD (even though Town Policy may

have an effect of limiting development or making development more costly to the landowner and/or Districts), provided the Town Policy is:

- (a) a lawful exercise of the Town's legislative, quasi-legislative, administrative and/or police powers; and
- (b) not in contravention of express covenants of the Development Agreements, the Service Plan or this Agreement.

7.02 No Claims. The Districts shall have no legal or equitable claim against Town as a result of the Town taking or imposing any of the following actions if otherwise a lawful exercise of the Town's powers:

- (a) imposing new Development Exactions or increasing (or decreasing) the levels of existing Development Exactions;
- (b) exercise of its right of eminent domain to acquire private properties in the Districts for public purposes upon the payment of just compensation therefore; and
- (c) acquisition of properties zoned for development in the Districts for park, recreation, open space or other public purpose, pursuant to agreement with the grantor.

ARTICLE VIII GENERAL PROVISIONS

8.01 Dissolution of Districts. At such time as all Facilities contemplated under this Agreement and the Service Plan have been acquired, constructed, installed and completed, and upon payment of all Bonds of the Districts, or provision having been made for such payment, the Districts shall, subject to applicable statutory provisions, be dissolved. At the time of such dissolution, all Facilities not previously conveyed to Town shall be so conveyed. Nothing contained in this section shall be deemed to specify an exclusive method for accomplishing dissolution.

8.02 Additional Warranties. The parties warrant that each has the full right, power and authority to enter into, perform, and observe this Agreement. Districts disavow as obligor or obligee, any provision or term of any contract or indenture between the Districts and any other special district, which is in contravention of the provision of this Agreement, and Districts stipulate that any such intergovernmental agreement shall be subordinate and subject to the provisions of this Agreement.

8.03 Instruments of Further Assurance. The Town and the Districts 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.

8.04 Merger. This Agreement supersedes the Prior IGA in their entirety.

8.05 Default and Remedies. In the event either party alleges that the other is in default of this Agreement, the non-defaulting party shall first notify the defaulting party in writing of such default and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder; provided that:

- (a) such default is capable of being cured;
- (b) the defaulting party has commenced such cure within said 20-day period; and
- (c) the defaulting party diligently prosecutes such cure to completion.

If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued. In addition to specific remedies provided elsewhere in the Agreement, upon default, the non-defaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce the performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

8.06 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Town: Town of Castle Rock
 Attn: Town Attorney
 100 Wilcox Street
 Castle Rock, CO 80104

If to Districts: Crystal Valley Metropolitan District Nos. 1 & 2
 c/o White Bear Ankele Tanaka & Waldron
 2154 East Commons Avenue, Suite 2000
 Centennial, CO 80122

8.07 No Liability of Town. Town shall have no obligation whatsoever to repay any debt or liability of the Districts, including the Bonds.

8.08 Notice of Meetings. The Districts shall submit a copy of a written notice of every regular or special meeting of the Districts to the Town Clerk at least three days prior to such meeting.

8.09 Assignment. No transfer or assignment of this Agreement or of any rights hereunder shall be made by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.10 Amendments. This Agreement may be amended only in writing upon consent of the parties. Amendments shall be approved by resolution of the Town Council of the Town and the resolution of the Board of Directors of the Districts.

8.11 Severability. In the event any provision of this 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.

8.12 No Waiver. The waiver or delay of enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this Agreement shall not constitute a waiver of any terms of the Agreement.

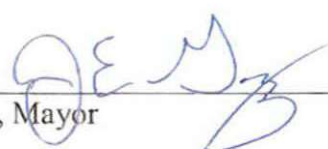
8.13 Entire Agreement. This Agreement contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

8.14 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and no other parties or persons are intended beneficiaries.

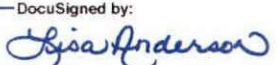
[Signature Pages Follow.]

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

TOWN OF CASTLE ROCK:


Jason Gray, Mayor

ATTEST:

DocuSigned by:

Lisa Anderson, Town Clerk



Approved as to form.


Michael J. Hyman, Town Attorney

STATE OF COLORADO)

COUNTY OF DOUGLAS)

ss.

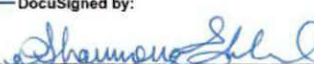
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The foregoing instrument was acknowledged before me this 16th day of June, 2022, by Jason Gray, as the Mayor of the Town of Castle Rock, Colorado.

Witness my hand and official seal.

My commission expires: 9/30/2024

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

DocuSigned by:

Notary Public

DAN#20084033388-879684

DISTRICT:

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



Officer of the District

ATTEST:

James J Mill

James J Mill (Aug 12, 2022 10:16 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



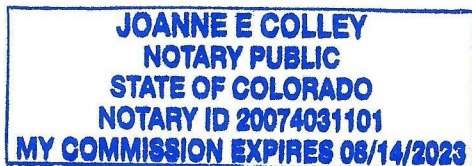
General Counsel for the District

STATE OF COLORADO)

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of AUGUST
2022, by GREGORY BROWN as the Authorized Officer of Crystal Valley Metropolitan District
No. 1.

Witness my hand and official seal.



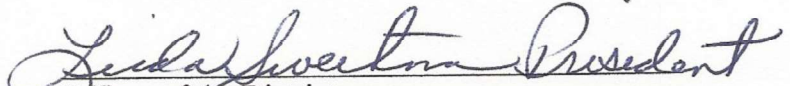


Notary Public

My Commission Expires: AUGUST 14, 2023

DISTRICT:

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


Officer of the District

ATTEST:

Brian Bates

Brian Bates (Aug 12, 2022 08:55 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



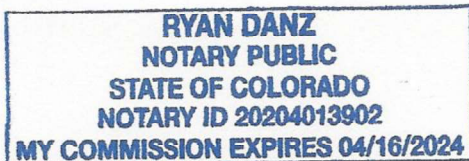
General Counsel for the District

STATE OF COLORADO)

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of August,
2022, by Linda Sweetman, as the Authorized Officer of Crystal Valley Metropolitan District
No. 2.

Witness my hand and official seal.




Notary Public

My Commission Expires: 4/16/2024

RESOLUTION NO. 2022-064**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED
AND RESTATED MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND CRYSTAL VALLEY
METROPOLITAN DISTRICT NOS. 1 AND 2**

WHEREAS, on December 13, 2001, by Resolution No. 2001-152, the Town Council (the "Town Council") of the Town of Castle Rock, Colorado (the "Town") approved: (i) an Amended Consolidated Service Plan (the "Plan") for Crystal Valley Metropolitan District Nos. 1 and 2 (individually, "District No. 1" and "District No. 2," and, collectively, the "Districts") and (ii) a Master Intergovernmental Agreement between the Town and the Districts (the "MIGA"); and

WHEREAS, subsequent thereto, the Town Council approved the First Amendment to the Plan on May 6, 2014 and the Second Amendment to the Plan on June 10, 2020; and

WHEREAS, in addition, on July 16, 2019, by Ordinance No. 2019-014, the Town Council approved the annexation of certain property to the Town, which property is now zoned as the Ridge Estates Planned Development ("Ridge Estates") and included within the boundaries of District No. 2; and

WHEREAS, the Districts have now requested that the Town Council authorize the execution of a proposed Amended and Restated MIGA (the "Amended MIGA") to account for the First and Second Amendments to the Plan and the annexation of Ridge Estates; and

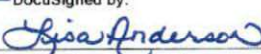
WHEREAS, Town staff has recommended that the execution of the Amended MIGA be authorized.

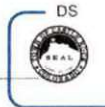
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:


Section 1. Approval. The Amended and Restated Master Intergovernmental Agreement between the Town and the Districts is hereby approved in substantially the same form attached as ***Exhibit 1***, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of 7 for and 0 against.

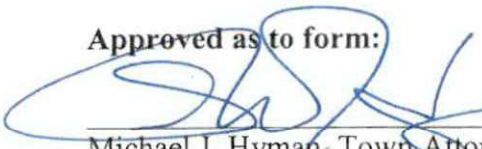
ATTEST:

DocuSigned by:

Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**


Jason Gray, Mayor

Approved as to form:


Michael J. Hyman, Town Attorney

Approved as to content:

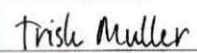
DocuSigned by:

Trish Muller, CPA, Finance Director

EXHIBIT B

Termination of District Facilities Construction and Service Agreement

TERMINATION OF DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT

THIS TERMINATION OF DISTRICT FACILITIES CONSTRUCTION AND SERVICE AGREEMENT (“Termination Agreement”) is made and entered into as of the ____ day of August, 2022, by and between Crystal Valley Metropolitan District No. 1 (“District No. 1”) and Crystal Valley Metropolitan District No. 2 (“District No. 2”), both of which are quasi-municipal corporations and political subdivisions of the State of Colorado. District No. 1 and District No. 2 shall be collectively referred to herein as the “Districts.”

RECITALS

WHEREAS, the Districts operate pursuant to the Amended and Restated Consolidated Service Plan, as approved by the Town Council of the Town of Castle Rock (“Town Council”) on November 21, 2001, as amended by that First Amendment to the Amended Consolidated Service Plan, approved on May 6, 2014 by the Town Council, and as further amended by that Second Amendment to the Amended and Restated Consolidated Service Plan, approved on July 21, 2020 by the Town Council (together, the “Service Plan”), which authorizes the Districts to provide certain public improvements and services to the Crystal Valley community; and

WHEREAS, the Districts entered into that certain District Facilities Construction and Service Agreement on June 4, 2002, as amended by that certain First Amendment to District Facilities Construction and Service Agreement, dated February 24, 2012 (together, the “District IGA”), which governs the Districts’ respective duties and obligations as to the manner in which Facilities and Services would be provided to the Crystal Valley community in accordance with the Service Plan; and

WHEREAS, the Districts have worked together and coordinated their efforts with respect to all activities, as more fully set forth in the District IGA; and

WHEREAS, District No. 1, as the Operating District under the District IGA, has completed the construction and financing of the Facilities for the Crystal Valley community, has no outstanding indebtedness, and exists solely for operational, maintenance, and administrative functions, and in accordance with Section 32-1-701, *et seq.*, C.R.S., the District No. 1 Board of Directors adopted a resolution to approve the dissolution of District No. 1 and to initiate the dissolution proceedings on August 3, 2022; and

WHEREAS, there will be no disruption in services upon dissolution as the Board of Directors of District No. 2 has determined it is in its best interest to assume the operations, maintenance, and administrative responsibilities within the community, previously provided by District No. 1, and whereby the Facilities and assets District No. 1 owns, if any, will be dedicated and conveyed in accordance with the terms of the District IGA for operation and maintenance; and

WHEREAS, as part of the dissolution process and because District No. 1 has performed each of its terms and conditions in their entirety under the District IGA, the Districts have

determined it to be in their best interests, and the best interests of the property owners and taxpayers of the Districts, to terminate the District IGA in its entirety.

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 agree as follows:

1. Defined Terms. All terms which are not defined herein shall have the same meaning as set forth in the District IGA.

2. Effective Date. This Termination Agreement shall be effective (“Effective Date”) upon the Douglas County District Court’s entry of an order of dissolution for District No. 1.

3. Termination of District IGA. The Districts hereby agree to terminate the District IGA. The Districts agree to release each other from all obligations under and claims arising from, and waive any and all claims of, and remedies for, default or breach of, the District IGA as of the Effective Date.

4. Indebtedness. The Districts agree that District No. 1 is not obligated to pay for any bonded indebtedness, assessments, or other obligations of District No. 2. District No. 2 represents and agrees that it has not issued or otherwise incurred any debt or multiple fiscal year financial obligation whatsoever that is or could be deemed or construed to be an obligation of District No. 1.

5. Responsibility for Operations, Maintenance, and Administration and Allocation of Assets.

a. Upon the Effective Date, District No. 2 shall be responsible for the operations and maintenance of the Facilities District No. 2 owns and that have not been dedicated to another entity.

b. Upon the Effective Date, District No. 2 shall be responsible for any and all administrative services necessary for special districts as required by Colorado law.

c. District No. 1 hereby assigns to District No. 2 any remaining funds and assets under its control as of December 31, 2022.

6. Successors and Assigns. This Termination Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Districts.

7. No Waiver of Governmental Immunity. Nothing in the District IGA or this Termination Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to either of the Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of either District and, in particular, governmental immunity afforded or available to the Districts

pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

8. Counterparts. This Termination Agreement may be executed in counterparts, each of which may be deemed an original, but all of which taken 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 Districts.

IN WITNESS WHEREOF, Crystal Valley Metropolitan District No. 1 and Crystal Valley Metropolitan District No. 2 have executed this Termination Agreement as of the date first written above.

**CRYSTAL VALLEY METROPOLITAN
DISTRICT NO. 1**


Gregg Brown (Aug 23, 2022 10:32 MDT)

President

ATTEST:


James Mill (Aug 23, 2022 10:20 MDT)

Secretary

**CRYSTAL VALLEY METROPOLITAN
DISTRICT NO. 2**



President

ATTEST:


Brian Bates (Aug 23, 2022 08:26 PDT)

Secretary

EXHIBIT C
2023 Budget

Crystal Valley Metropolitan District No. 1

2023 Budget

General Fund

Modified Accrual Basis

	2021	2022	2022	2023
	Actual	Budget	Estimated Actual	Budget
Beginning Fund Balance	32,946	375,788	79,080	99,414
Income				
Interest Revenue	14	1,000	225	-
Property Taxes	41	24	84	-
Specific Ownership Taxes	4	2	2	-
Tax Related Interest	-	-	70	-
Intergovernmental Revenue	150,000	161,983	161,983	-
Total Budgeted Operating Income	150,059	163,009	162,364	-
Expense				
<i>General and Administrative</i>				
Management & Accounting Services	160	40,000	35,894	-
Other Management Fees	-	-	300	-
Legal	62,348	85,000	73,091	-
Audit/Tax Prep	35,944	-	-	-
Election	-	35,000	4,014	-
Insurance	2,769	4,500	4,054	-
Fees	-	-	138	-
Treasurers Fees	1	1	2	-
Office	-	500	322	-
Dues and Compliance	-	-	-	-
<i>Utilities</i>				
Water	2,703	-	22,425	-
<i>Other</i>				
Contingency	-	373,796	1,790	91,983
Total Budgeted Operating Expense	103,925	538,797	142,030	91,983
Excess Revenue (Expenses)	46,134	(375,788)	20,334	(91,983)
Ending Fund Balance	79,080	-	99,414	7,431

CRYSTAL VALLEY METROPOLITAN DISTRICT NO. 1

2023 BUDGET MESSAGE

Attached please find a copy of the adopted 2023 budget for the Crystal Valley Metropolitan District No. 1.

Crystal Valley Metropolitan District No. 1 plans to dissolve in 2023.

The Crystal Valley Metropolitan District No. 1 has adopted a budget for one fund, a General Fund, to provide for the payment of general operating expenditures related to the dissolution of the district.

The District did not impose a property tax mill levy for 2023 and anticipates that all dissolution costs will be paid using existing funds.

The district's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications, and public hearing.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO The County Commissioners of Douglas County, Colorado
On behalf of the Crystal Valley Metro District 1
the Board of Directors
of the Crystal Valley Metropolitan District No. 1**

Hereby officially certifies the following mills to be levied against the taxing entity's **GROSS** assessed valuation of: **\$10,250** Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area the tax levies must be calculated using the NET AV. The taxing entity 's total property tax revenue will be derived from the mill levy multiplied against the **NET** assessed valuation of: **\$10,250**

Submitted: *Andrea Weaver* for budget/fiscal year 2023

PURPOSE	LEVY	REVENUE
1. General Operating Expenses	0.000 mills	\$0
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction	-0.000 mills	-\$0
SUBTOTAL FOR GENERAL OPERATING:	0.000 mills	\$0
3. General Obligation Bonds and Interest	0.000 mills	\$0
4. Contractual Obligations	0.000 mills	\$0
5. Capital Expenditures	0.000 mills	\$0
6. Refunds/Abatements	0.000 mills	\$0
7. Other	0.000 mills	\$0
8. Judgment	0.000 mills	\$0
TOTAL:	0.000 mills	\$0

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.). Use additional pages as necessary.

The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND, CONTRACT, OTHER, AND/OR JUDGMENT:

BONDS

No Bonds Available

CONTRACTS

No Contracts Available

OTHER

No Other Available

JUDGMENT

No Judgment Available

Explanation of Change:

Generated On Tue, 13 Dec 2022