

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
Fax: 303-987-2032

**NOTICE OF A SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President	2022/May 2022
Mark A. Waggoner	Vice President/Treasurer	2023/May 2023
<i>VACANT</i>		2023/May 2023
<i>VACANT</i>		2022/May 2022
<i>VACANT</i>		2022/May 2022
Ann E. Finn	Secretary	

DATE:        October 14, 2020  
TIME:        4:15 P.M.  
PLACE:       VIA Conference Call

***DUE TO STATE AND LOCAL REGULATIONS AND CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL ATTENDANCE IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT 1-877-261-8991 AND WHEN PROMPTED, DIAL IN THE PASSCODE OF 6168588.***

**I.        ADMINISTRATIVE MATTERS**

A.        Present Disclosures of Potential Conflict of Interest.

\_\_\_\_\_

B.        Approve Agenda; confirm location/manner meeting and posting of meeting notices, and designate 24-hour posting location.

\_\_\_\_\_

C.        Discuss results of the cancelled May 5, 2020 Regular Directors' Election (enclosure).

\_\_\_\_\_

D.        Consider appointment of Officers:

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

Asst. Secretary \_\_\_\_\_

- E. **Consent Agenda** – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.
    - Ratify approval of payment of claims for the period beginning December 1, 2019 through September 30, 2020 totaling \$13,778.28 (enclosure).
- 

II. FINANCIAL MATTERS

- A. Discuss status of the 2021 Budget.
- 

III. LEGAL MATTERS

- A. Review and consider ratifying the findings contained in the April 28, 2020 letter from the District to counsel for Prairie Corner Development Partners, LLC (“Prairie Corner”), establishing the amount of infrastructure and costs benefitting the proposed Prairie Corner exclusion property to be \$687,040.38, such amount to be reimbursed by Prairie Corner to the District (enclosure).

---

  - B. Review and consider approval of Exclusion Agreement between the District and Prairie Corner Development Partners, LLC (enclosure).

---

  - C. Review and consider approval of Escrow Agreement by and between the District, Prairie Corner Development Partners, LLC, and Land Title Guarantee Company (enclosure).

---

  - D. Conduct Public Hearing to consider exclusion of approximately 10.73 acres of property owned by Prairie Corner Development Partners, LLC. Consider adoption of Resolution No. 2020-10-01, Resolution for Exclusion of Real Property (enclosures – Petition and Resolution)
- 

IV. OTHER BUSINESS

- A. \_\_\_\_\_
- 

V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 2, 2020 (BUDGET HEARING).**

**NOTICE OF CANCELLATION**  
**and**  
**CERTIFIED STATEMENT OF RESULTS**  
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

**NOTICE IS HEREBY GIVEN** by the Prairie Center Metropolitan District No. 1, Adams County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 5, 2020 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Mark Allen Waggoner	Second Regular Election, May 2023
Vacant	Second Regular Election, May 2023
Vacant	Next Regular Election, May 2022
Vacant	Next Regular Election, May 2022

/s/ Ann Finn  
(Designated Election Official)

Contact Person for the District:	Ann Finn
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	afinn@sdmsi.com

# Prairie Center Metropolitan District No. 1

## Check List

All Bank Accounts

December 1, 2019 - September 30, 2020

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1061	12/23/19	CO Special Dist. Prop & Liab. Pool	400.00
1062	12/23/19	Special District Mgmt. Services, Inc	112.80
1063	01/24/20	CliftonLarsonAllen LLP	824.93
1064	01/24/20	CO Special Dist. Prop & Liab. Pool	2,015.00
1065	01/24/20	Special District Mgmt. Services, Inc	153.90
1066	01/24/20	T. Charles Wilson	495.00
1067	02/20/20	CliftonLarsonAllen LLP	1,067.63
1068	02/20/20	Special District Association	1,237.50
1069	02/20/20	Special District Mgmt. Services, Inc	113.10
1070	03/27/20	CliftonLarsonAllen LLP	475.00
1071	03/27/20	Special District Mgmt. Services, Inc	113.85
1072	04/17/20	CliftonLarsonAllen LLP	1,307.74
1073	04/17/20	Special District Mgmt. Services, Inc	138.80
1074	05/28/20	CliftonLarsonAllen LLP	654.63
1075	05/28/20	Special District Mgmt. Services, Inc	179.80
1076	06/23/20	CliftonLarsonAllen LLP	1,019.15
1077	06/23/20	Special District Mgmt. Services, Inc	139.80
1078	07/14/20	Special District Mgmt. Services, Inc	121.80
1079	08/18/20	CliftonLarsonAllen LLP	1,290.43
1081	09/21/20	CliftonLarsonAllen LLP	1,529.24
1082	09/21/20	Special District Mgmt. Services, Inc	388.18
<b>Vendor Check Total</b>			<u>13,778.28</u>
<b>Check List Total</b>			<u><u>13,778.28</u></u>

Check count = 21



April 28, 2020

**VIA EMAIL**

Matt Ruhland  
Collins Cockrel & Cole  
390 Union Blvd  
Denver, Colorado 80228

Re: Prairie Corners

Dear Matt:

We are in receipt of your letter dated April 21, 2020 together with correspondence from R&R Engineering (“**R&R**”) dated April 20, 2020 (the “**R&R Letter**”). Your letter details a counter-offer to the Prairie Center Metropolitan District No. 1 (the “**District**”) offer for exclusion dated January 21, 2020 (the “**District Offer**”). It appears that on behalf of your client, you are counter proposing on the three (3) following points:

1. **Amount of Reimbursement.** The District requested the sum of \$687,040.38 as reimbursement for certain public improvements installed to your client’s property (the “**Cost Reimbursement**”). Your client has counter proposed the sum of \$465,829.43 based on the R&R Letter. The District rejects your client’s offer of \$465,829.43. JR Engineering (the “**PCMD Engineer**”) has reviewed the R&R Letter and disputes the conclusions reached by R&R. The PCMD Engineer has provided additional information and back-up to establish that the certified amount of \$687,040.38 is reasonable and valid. A summary of the PCMD Engineer’s response and additional back up information is appended hereto as **Exhibit A**. In the District Offer, the District had originally requested interest on the Cost Reimbursement at an interest rate to be mutually agreed upon by the parties. As a gesture of good will, however, the District is willing to waive the interest component.

2. **Requirement of City Acceptance of Sewer Infrastructure.** Due to the length of time that has elapsed since the force main was installed, we are unable to locate the City’s acceptance document. The District agrees to cause testing to be done of the sewer infrastructure prior to the effectiveness of the exclusion and the District will agree to cause any necessary repairs to the system in order to have the same be accepted by the City.

3. **Requirement of new Special District formation.** In your letter, it appears that your client is tying the effectiveness of the exclusion to the formation and of a new special district. This term is acceptable.

Matt Ruhland  
April 28, 2020  
Page 2

If the foregoing is acceptable, please prepare the Petition for Exclusion. Please note that the District will require an exclusion fee payable to cover its legal, engineering and publication costs associated with the processing of the Petition for Exclusion. We have estimated the fee to be \$7,500. We would request the fee be paid concurrently with delivery of the Petition for Exclusion.

If you have questions or concerns, please do not hesitate to contact me. We look forward to hearing from you soon.

Very truly yours,

MCGEADY BECHER P.C.

*Paula J. Williams*

Paula J. Williams

Enclosure

c: Ann Finn  
Mike Tamblyn  
Kim Martin  
Elisabeth Cortese  
Craig Sorensen

## EXHIBIT A

### RESPONSE OF DISTRICT ENGINEER

PCMD Engineer reviewed the numbers proposed by R&R regarding the pavement removal. The quantities proposed by R&R is less than what is required to complete the installation of the utilities to serve the Prairie Corner Development.

The PCMD Engineer provided additional information to support the pavement removal numbers:

- The improvements to the I-76 at 144th Avenue overpass were within CDOT ROW and were required to be completed per CDOT standards and requirements.
- CDOT mandated that all concrete removal was to include complete panels based on their current saw cut pattern (15' X 15') (sheet 8 of the record drawings). Saw cutting within panels or partial replacement would not be permitted.
- The Prairie Center Metropolitan District completed improvements with this project that are not associated with the utility installation cost reimbursements for the Prairie Corner Development. Therefore, assumptions are made to estimate quantities and costs required to install the water and sanitary force main as a standalone project.
- Approximately 1000-feet of water line and 1000-feet of sewer force main was installed as open trench in the concrete paved area of the project. Each utility was placed within the outside travel lane, on each side of 144th Avenue and therefore, the utilities do not share removal and replacement requirements.
- 2000-feet of utility installation would require the removal of 133 concrete panels if not other improvements were completed.
- 133 panels at 25 SqYd each would equal 3,325 SqYd.

Based on the CDOT requirement to replace entire concrete panels for this project, the quantity of concrete removal and replacement R&R proposes (1550 SY) insufficient to cover the work completed for the installation of the utilities.

The 10% proposed by R&R is insufficient based on the actual costs, here is breakdown of the 25% soft costs:

10% - Engineering and Surveying Design including obtaining approvals from CDOT to work within their ROW

8% - Construction Management and Administration for Brinkmann and JR Engineering

2.5% - Construction Staking

Matt Ruhland  
April 28, 2020  
Page 4

2.5% - Construction Materials Testing

2% - Legal, District Management, and District Accounting Costs

With regard to the City acceptance of the force main, we cannot find a definitive response from the City personnel identifying acceptance. However, the force main system installed many years back will require sufficient testing to verify the system is still suitable even if accepted at the time of installation. This is typical for infrastructure installed, but not utilized for an extended period of time.



## EXCLUSION AGREEMENT

THIS EXCLUSION AGREEMENT (this “**Agreement**”) is made and entered to be effective this 5th day of October, 2020, among PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PRAIRIE CORNER DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company (“**Prairie Corner**”), the District and Prairie Corner may be collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

### RECITALS

A. The District is located in the City of Brighton, County of Adams, State of Colorado.

B. Prairie Corner is the current fee owner of certain real property currently situated within the jurisdictional boundaries of the District, as is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

C. The District, in exercising its statutory powers, may enter into contracts and agreements with owners of real property seeking to exclude their property from the District.

D. Prairie Corner is in the process of organizing a new metropolitan district, the Prairie Corner Metropolitan District, to include the Property within its boundaries and provide financing of public improvements related to the Property.

E. Prairie Corner desires the Property to be excluded from the District in order to be included the Prairie Corner Metropolitan District.

F. The District has constructed public improvements which benefit and will continue to benefit the Property, namely a water and sewer main line (the “**Water and Sewer Line**”).

G. The Parties have agreed that as a condition of the District approving exclusion of the Property, Prairie Corner shall reimburse the District for its share of the Water and Sewer Line, which is agreed to be \$687,040.38 (the “**Cost Reimbursement Amount**”).

H. Prairie Corner intends to file with the District’s Board of Directors (the “**Board**”) a petition for the exclusion of the Property from the boundaries of the District (the “**Exclusion Petition**”) attached hereto as Exhibit B and incorporated herein by this reference.

I. The District agrees to consider the Exclusion Petition in accordance herewith subject to satisfaction of all conditions in this Agreement.

J. The District has determined that the ultimate exclusion of the Property from the District in accordance with the terms of this Agreement will be in the public interest and in the best interest of the District, its residents, taxpayers, visitors and the Property.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements set forth in the Recitals, which are incorporated herein by this reference, and as hereinafter set forth, the Parties agree as follows

1. Exclusion from the District.

(a) Upon execution of this Agreement, Prairie Corner will submit the Exclusion Petition to the District, along with a check in the amount of \$7,500 to cover the District's costs in processing the exclusion request.

(b) Within 30 days of receipt of the Exclusion Petition, the District shall conduct a public hearing to consider the Exclusion Petition, approve the Exclusion Petition, and file with the Adams County District Court (the "**District Court**") a Motion for Exclusion of the Property from the District. No representations are made with respect to the time in which the District Court will act upon the Motion for Exclusion.

(c) A certified copy of the Order for Exclusion of the Property, issued by the District Court (the "**Order for Exclusion**"), will be delivered to and held by the Land Title Guarantee Company (the "**Escrow Agent**"), pursuant to that Escrow Agreement between Prairie Corner, the District and the Escrow Agent, dated concurrently herewith (the "**Escrow Agreement**"). Under the Escrow Agreement, the Escrow Agent shall record the Order for Exclusion with the Adams County Clerk and Recorder upon the Escrow Agent receiving both (i) the Order for Exclusion from the District and (ii) deposit of the Cost Reimbursement Amount by Prairie Corner with the Escrow Agent.

(d) Prairie Corner shall deposit the Cost Reimbursement Amount with the Escrow Agent on or before the earlier of the following:

(i) Five days after the issuance by the District Court of an Order and Decree Organizing the Prairie Corner Metropolitan District (the "**Order and Decree**"), or

(ii) December 31, 2020.

(e) Upon recordation of the Order for Exclusion it is agreed that the Property will no longer be burdened by the District, including any mill levy or fees imposed for debt, capital or operational obligations of the District.

(f) In the event any of the conditions detailed in items (a)-(e) above are not satisfied and the Order for Exclusion is not recorded, the Property shall remain within the boundaries of the District and Prairie Corner shall have such rights and obligations as all other taxpayers located within the boundaries of the District.

2. Remedies. In the event of any breach or default of this Agreement, each Party shall be entitled to exercise any remedy available in equity or at law. In this regard, this Agreement may be enforced by specific performance or injunction, or pursuant to such other legal and/or equitable relief as may be available under the laws of the State of Colorado. The prevailing Party shall be entitled to reasonable attorneys' fees and costs.

3. Successors and Assigns. The terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties, their respective personal representatives, heirs, transferees, successors and assigns.

4. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered to the receiving Party at the address below by: (a) personal delivery (including by means of professional messenger service); (b) nationally recognized overnight courier; (c) registered or certified mail, postage prepaid, return receipt requested; or (d) electronic mail, or electronic transmission of a PDF document, and shall be deemed received upon the date of receipt (or refusal to accept delivery) thereof. Notice of change of address shall be given by written notice in the manner detailed in this Section. Attorneys for each Party shall be authorized to give notice pursuant to this Agreement on behalf of such Party. No notice given by telephone shall be effective under this Agreement for any purpose.

To the District: Prairie Center Metropolitan District No. 1  
c/o Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Attn: Ann Finn  
Phone: 303-987-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)

With a copy to: McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203-1254  
Attn: Paula Williams, Esq.  
Phone: 303-592-4380  
Email: [pwilliams@specialdistrictlaw.com](mailto:pwilliams@specialdistrictlaw.com)

To Prairie Corner: Prairie Corner Development Partners, LLC  
8480 East Orchard Road, Suite 1100  
Greenwood Village, Colorado 80111  
Attn: Mark Connor  
Phone: 303-378-1826  
Email: [mconnor@denmarkcorp.com](mailto:mconnor@denmarkcorp.com)

With a copy to: Collins Cockrel & Cole, P.C.  
390 Union Boulevard, Suite 400  
Denver, Colorado 80228  
Attn: Matthew P. Ruhland, Esq.  
Phone: 303-218-7212  
Email: [mrhland@cccfirm.com](mailto:mrhland@cccfirm.com)

5. Covenants Run with the Land. The terms and conditions set forth in this Agreement shall be and remain covenants running with the Property.

6. Interpretation. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions hereof.

7. Amendment. This Agreement may be amended, from time to time, by agreement among the Parties. No amendment, modification or alteration hereof shall be binding upon the Parties hereto unless the same is in writing and duly approved by the authorized representatives of each Party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings and agreements pertaining to such matter are merged into and superseded by this Agreement.

9. Construction and Interpretation. It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the rule of

construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

10. Governing Law. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than Colorado law. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for Adams County, Colorado.

11. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties all agree that the severed provision does not alter the intent and/or purpose of this Agreement.

12. Headings. The captions and headings in this Agreement are for convenience only and shall not be considered in construing any provision herein.

13. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Whenever a reference is made in this Agreement to a Party, such reference will include the successors and permitted assigns of such Party under this Agreement.

14. Recitals. The Recitals set forth above and all exhibits attached hereto are incorporated herein by reference as if set forth at length.

15. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. This Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of this Agreement, 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 this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.


[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year above written.

PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1

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

ATTEST:

  
\_\_\_\_\_  
Secretary

PRAIRIE CORNER DEVELOPMENT PARTNERS, LLC

By: [Signature]  
Authorized Signatory

ATTEST:

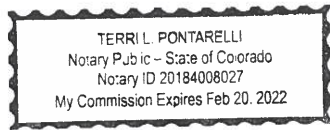
[Signature]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> day of October, 2020, by J. Kevin Ray, as Authorized Signatory of Prairie Corner Development Partners, LLC.

Witness my hand and official seal.

My commission expires: February 20, 2022



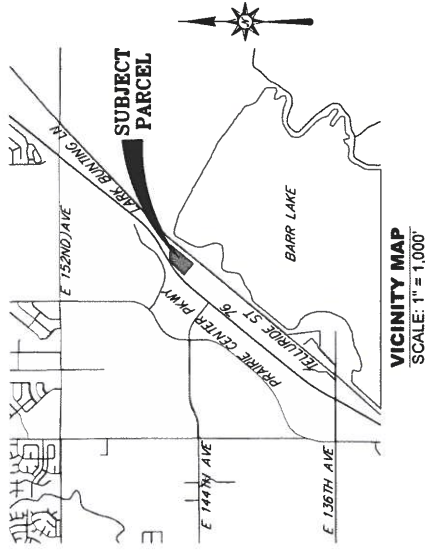
[Signature]  
Notary Public

**EXHIBIT A**  
**PROPERTY DESCRIPTION**



# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "A" - VICINITY MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



 <b>R&amp;R ENGINEERS-SURVEYORS, INC.</b> 1638 W. 8TH STREET, SUITE 310 DENVER, COLORADO 80204 (733)307-7333-6700 (733)605-7333-6668 WWW.RRENGINEERS.COM	File No. DC18184 Date Drawn 9/29/2008 Drawn By JDM Checked By SLB Job No. DC18184
	REVISIONS

**EXHIBIT "A" - VICINITY MAP**  
 LOCATED IN THE NORTHWEST QUARTER OF  
 SECTION 22  
 TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
 6TH PRINCIPAL MERIDIAN,  
 ADAMS COUNTY, COLORADO

SHEET 1 OF 3

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "B" - LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

**LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, WHENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W, THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 423.02 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG WESTERLY AND NORTHWESTERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 514 RECORDED IN THE SAID ADAMS COUNTY CLERK AND RECORDERS OFFICE:

- 1) S06°20'11"E A DISTANCE OF 104.56 FEET;
- 2) THENCE S38°28'27"W A DISTANCE OF 869.07 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 11A, CORNER IN BOOK 3010 AT PAGE 127:

- 1) N20°38'54"W A DISTANCE OF 47.48 FEET;
- 2) THENCE N51°28'11"W A DISTANCE OF 256.02 FEET;
- 3) THENCE N09°53'43"W A DISTANCE OF 107.87 FEET;
- 4) THENCE N36°12'27"E A DISTANCE OF 578.58 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734. SAID LINE BEARS N00°24'42"W (ASSUMED).

EXCEPT THAT PORTION CONVEYED BY INSTRUMENT RECORDED FEBRUARY 9, 2001 UNDER RECEPTION NO. C0759943, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, WHENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W, THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET;

THENCE S62°36'38"W A DISTANCE OF 296.47 FEET;

THENCE N36°12'27"E ALONG THE EASTERLY LINE OF SAID PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734. SAID LINE BEARS N00°24'42"W (ASSUMED)

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154, AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 799, AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1(138), RECORDED IN BOOK 4001 AT PAGE 799;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP, L.S.# 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.# 12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

LEGAL DESCRIPTION - CONTINUED  
TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154, AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER P.1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1(138), RECORDED IN BOOK 4001 AT PAGE 799;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID LINE IS MONUMENTED ON THE WEST BY A 3.25" ALUMINUM CAP, L.S. 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

**LEGAL DESCRIPTION - AS SURVEYED**

A PORTION OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22;

THENCE SOUTH 87°58'31" EAST, A DISTANCE OF 571.08 FEET;

THENCE NORTH 89°00'49" EAST, ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, NORTH 89°00'49" EAST, A DISTANCE OF 257.52 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 06°20'11" WEST, A DISTANCE OF 30.13 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE DEPARTING SAID LINE, SOUTH 38°24'34" WEST, A DISTANCE OF 1240.00 FEET;

THENCE NORTH 21°00'36" WEST, A DISTANCE OF 163.02 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 47.48 FEET;

THENCE NORTH 51°28'11" WEST, A DISTANCE OF 256.02 FEET;

THENCE NORTH 09°53'43" WEST, A DISTANCE OF 107.87 FEET;

THENCE NORTH 36°12'27" EAST, A DISTANCE OF 413.08 FEET;

THENCE NORTH 62°36'38" EAST, A DISTANCE OF 296.47 FEET TO THE AFOREMENTIONED PARALLEL LINE AND TO THE POINT OF BEGINNING.

CONTAINING 467,316 SQUARE FEET OR 10.728 ACRE OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS BASED ON A PORTION OF THE NORTH LINE OF SECTION 22, TOWNSHIP 1 NORTHWEST QUARTER OF SAID SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 22 BY FOUR (4) 1.5" ALUMINUM CAP STAMPS, BEARING NORTH 89°00'49" WEST FOR A DISTANCE OF 10734" AND AT A POINT ALONG SAID LINE WHEN THE SAID NORTHWEST CORNER BEARS SOUTH 87°00'49" WEST FOR A DISTANCE OF 111345" AS MONUMENTED BY A REBAR AND 1.5" ALUMINUM CAP STAMPED "PLS 12405". SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.



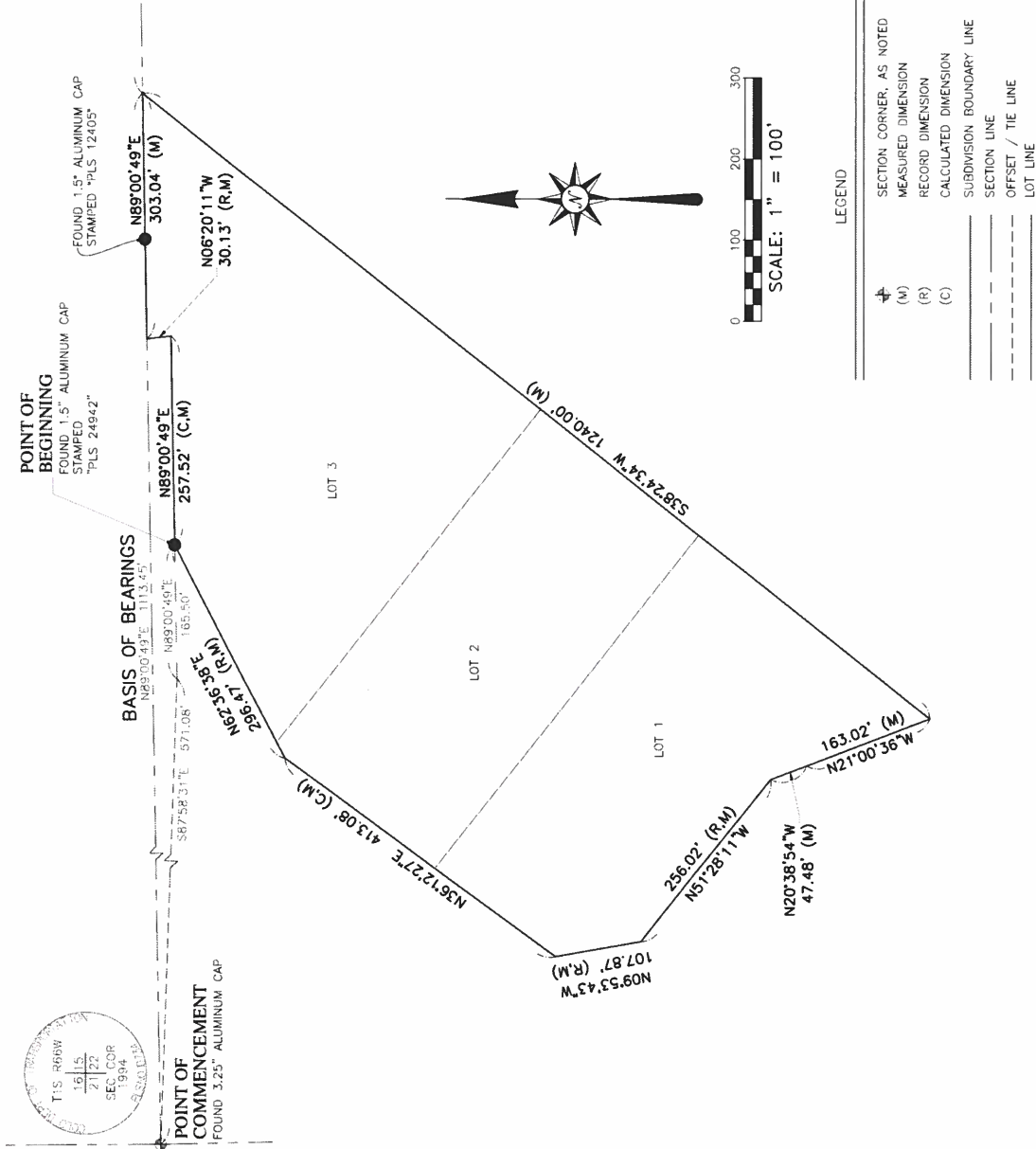
**R&R ENGINEERS-SURVEYORS, INC.**  
1658 W. 19TH STREET, SUITE 90  
DENVER, COLORADO 80204  
773-900-9500 / 773-900-730-6668  
WWW.RRENGINEERS.COM

REVISTIONS	File No. DC18184
	Date Drawing/25/2020
	Checked By JMM
	Drawn By SLO
	Job No. DC18184

**EXHIBIT "B" - LEGAL DESCRIPTION**  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "C" - MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



**R&R ENGINEERS-SURVEYORS, INC.**  
 1633 W. 87TH STREET, SUITE 300  
 DENVER, COLORADO 80204  
 (303) 755-6700 (303) 755-6568  
 WWW.RRENGINEERS.COM

**REVISIONS**

File No.	Date	Drawn By	Checked By	Job No.
DC18184	09/25/2020	JDM	SJL	DC18184

EXHIBIT "C" - MAP  
 LOCATED IN THE NORTHWEST QUARTER OF  
 SECTION 22,  
 TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
 6TH PRINCIPAL MERIDIAN,  
 ADAMS COUNTY, COLORADO

SHEET 3 OF 3

**EXHIBIT B**  
**EXCLUSION PETITION**

## PETITION FOR EXCLUSION OF LAND

---

IN THE MATTER OF PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1

---

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

Prairie Corner Development Partners, LLC (the “**Petitioner**”), being the fee owner of one hundred percent (100%) of the real property hereinafter described (the “**Property**”), hereby prays that such Property be excluded from the Prairie Center Metropolitan District No. 1 (the “**District**”), as provided by law, and for cause, states that:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.

2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the District’s Board of Directors (the “**Board**”), without the consent of the Board.

3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner.

4. This Petition is accompanied by a deposit of \$7,500, to be applied toward all costs of the exclusion proceedings, as required by statute.

5. The Property is accurately described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

6. It is in the best interests of the Property that the Property be excluded from the District.

7. It is in the best interests of the District that the Property be excluded from the District.

8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.

9. The relative costs and benefits to the Property justify the exclusion.

10. The District will still be able to provide economical and sufficient service to all of the properties within the District’s boundaries following exclusion of the Property.

11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.

12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

14. There is economically feasible alternative service available from another special district in the area of the Property.

15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.

B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

*[Remainder of Page Intentionally Left Blank]*

PETITIONER:  
PRAIRIE CORNER DEVELOPMENT  
PARTNERS, LLC

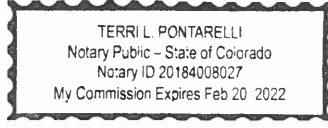
By: [Signature]  
Name: J. Kevin Ray  
Title: Authorized Signatory

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 2nd day of October, 2020 by J. Kevin Ray as Authorized Signatory of Prairie Corner Development Partners, LLC.

Witness my hand and official seal.

My commission expires: February 20, 2022



[Signature: Terri L. Pontarelli]  
Notary Public

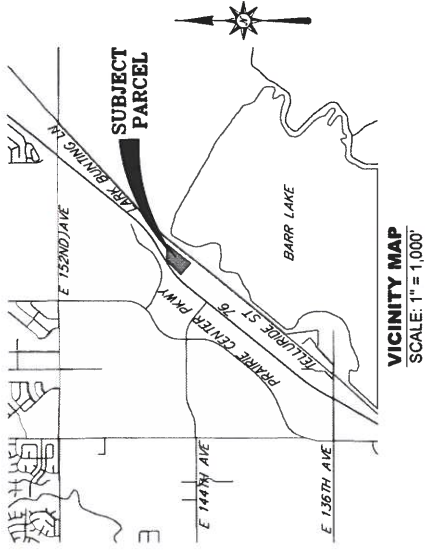
**EXHIBIT A**

**(Legal Description of Property to be Excluded)**



# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "A" - VICINITY MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



<b>R&amp;R ENGINEERS-SURVEYORS, INC.</b> 1624 W. 10TH STREET, SUITE 310 DENVER, COLORADO 80202 (303) 733-0668 WWW.RRENGINEERS.COM	File No. DC18184 Date Drawn 3/25/2004 Drawn By JDM Checked By SJS Job No. DC18184
	<b>REVISIONS</b>

**EXHIBIT "A" - VICINITY MAP**  
 LOCATED IN THE NORTHWEST QUARTER OF  
 SECTION 22,  
 TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
 6TH PRINCIPAL MERIDIAN,  
 ADAMS COUNTY, COLORADO

SHEET 1 OF 3

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "B" - LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

## LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, THENCE S01°00'00"W 2019.000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1) 508°20'11"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

2) THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 423.02 FEET;

3) THENCE THE FOLLOWING TWO (2) COURSES ALONG WESTERLY AND NORTHWESTERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 514 RECORDED IN THE SAID ADAMS COUNTY CLERK AND RECORDERS OFFICE:

1) S08°20'11"E A DISTANCE OF 104.56 FEET;

2) THENCE S38°28'27"W A DISTANCE OF 869.07 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 11A, CORNER IN BOOK 3010 AT PAGE 127:

1) N20°38'54"W A DISTANCE OF 47.48 FEET;

2) THENCE N51°28'11"W A DISTANCE OF 256.02 FEET;

3) THENCE N09°53'43"W A DISTANCE OF 107.87 FEET;

4) THENCE N36°12'27"E A DISTANCE OF 578.58 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734, SAID LINE BEARS N00°24'42"W (ASSUMED).

EXCEPT THAT PORTION CONVEYED BY INSTRUMENT RECORDED FEBRUARY 9, 2001 UNDER RECEPTION NO. CO759943, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, THENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W;

THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 165.50 FEET;

THENCE S62°36'38"W A DISTANCE OF 296.47 FEET;

THENCE N36°12'27"E ALONG THE EASTERLY LINE OF SAID PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734, SAID LINE BEARS N00°24'42"W (ASSUMED).

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A,

DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 798;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP, L.S.#12405, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

## LEGAL DESCRIPTION - CONTINUED

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 798;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS MONUMENTED ON THE WEST BY A 3.25" ALUMINUM CAP, L.S. 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

## LEGAL DESCRIPTION - AS SURVEYED

A PORTION OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22;

THENCE SOUTH 87°58'31" EAST, A DISTANCE OF 571.08 FEET;

THENCE NORTH 89°00'49" EAST ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, NORTH 89°00'49" EAST, A DISTANCE OF 297.52 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 06°20'11" WEST, A DISTANCE OF 30.13 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE DEPARTING SAID LINE, SOUTH 38°24'34" WEST, A DISTANCE OF 1240.00 FEET;

THENCE NORTH 21°00'36" WEST, A DISTANCE OF 163.02 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 47.48 FEET;

THENCE NORTH 51°28'11" WEST, A DISTANCE OF 256.02 FEET;

THENCE NORTH 09°53'43" WEST, A DISTANCE OF 107.87 FEET;

THENCE NORTH 36°12'27" EAST, A DISTANCE OF 413.08 FEET;

THENCE NORTH 62°36'38" EAST, A DISTANCE OF 296.47 FEET TO THE AFOREMENTIONED PARALLEL LINE AND TO THE POINT OF BEGINNING;

CONTAINING 467,316 SQUARE FEET OR 10,728 ACRE OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS BASED ON A PORTION OF THE NORTH LINE OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, AS MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP, L.S.#12405, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405, AND AT A POINT ALONG SAID LINE WHENCE THE SAID NORTHWEST CORNER BEARS S01°00'00"W 2019.000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


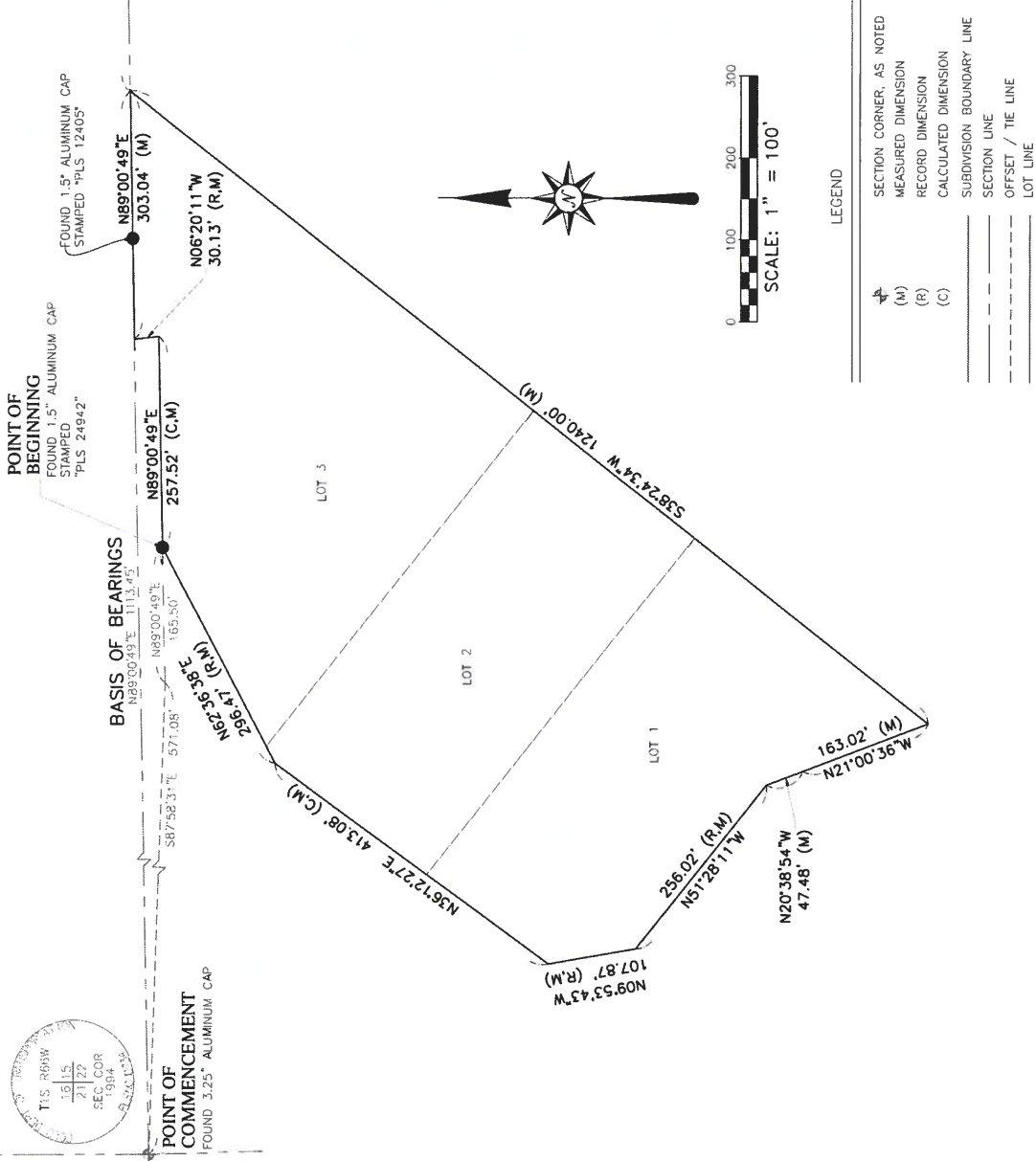
	
R&R ENGINEERS-SURVEYORS, INC. 1635 W. 87TH STREET, SUITE 90 DENVER, COLORADO 80244 PH: 303-750-0700 (F) 303-750-6666 WWW.RANDRENGINEERS.COM	
File No. DC18184	Site ID: 184
Date Drawn: 02/20/20	Drawn By: JLD
Checked By: JLD	Job No. DC18184

EXHIBIT "B" - LEGAL DESCRIPTION  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "C" - MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



**LEGEND**

- SECTION CORNER, AS NOTED
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- (C) CALCULATED DIMENSION
- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- OFFSET / TIE LINE
- LOT LINE

**R&R ENGINEERS-SURVEYORS, INC.**  
1633 W. 57TH STREET, SUITE 300  
DENVER, COLORADO 80204  
(303) 733-6700 (F3003-733-8666)  
WWW.RRENGINEERS.COM

FILE NO. DC18184  
DATE DRAWN 09/25/2020  
DRAWN BY JDM  
CHECKED BY SLJ  
JOB NO. DC18184

EXHIBIT "C" - MAP  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN,  
ADAMS COUNTY, COLORADO

SHEET 3 OF 3

## Escrow Agreement

Escrow No.: \_\_\_\_\_

THIS ESCROW AGREEMENT IS MADE AS OF THIS 5th DAY OF October, 2020 (the "Effective Date") by and between the following: PRAIRIE CORNER DEVELOPMENT PARTNERS, LLC, a Colorado limited liability company ("PC"), PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1 (the "District") and LAND TITLE GUARANTEE COMPANY (the "Escrow Agent") as Escrow Agent.

PC and the District has or will cause the items set forth in **Schedule A**, to be delivered and held by Escrow Agent on or before December 31, 2020 (except as specified below), subject to the terms hereof and the Special Instructions set forth in **Schedule B**.

### SCHEDULE "A" (Deposits)

1. PC will deposit funds (the "PC Deposit") in the amount of \$687,040.38 (together with all interest accrued thereon, the "Exclusion Payment"), which PC Deposit shall be made on or before the earlier to occur of: (a) five days after the issuance of the Order and Decree (defined in the Agreement), or (b) December 31, 2020.

2. The District will deposit a Certified Order of the District Court for Adams County excluding certain real property owned by PC (the "Exclusion Order"), the Exclusion Order may be deposited after the date hereof, but the same shall be deposited the day following the date it is received by District.

### SCHEDULE "B" (Special Instructions)

#### SPECIAL INSTRUCTIONS:

1. Escrow Fee. PC and the District shall each agree to pay fifty percent (50%) of the one-time escrow fee of \$300.00 Escrow Set Up Fee to the Escrow Agent.

2. Exclusion Agreement. This Escrow Agreement is entered into in accordance with the terms and provisions of that certain Exclusion Agreement between PC and the District dated concurrently herewith (the "Agreement"). Initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement.

3. Escrow Disbursements. The District and PC hereby agree that upon receipt of the PC Deposit and Exclusion Order set forth in Schedule A above, the Escrow Agent shall proceed as follows:

a. Escrow Agent shall wire the Exclusion Payment to the District, as the District may direct in writing; and

b. Escrow Agent shall record the Exclusion Order in the real property records of the County of Adams, State of Colorado and provide a copy of the same to both PC and the District;

3. Termination of Escrow Agreement. Upon disbursement of the Exclusion Payment and recordation of the Exclusion Order by Escrow Agent in accordance with this Escrow Agreement, this Escrow Agreement shall terminate. In the event the conditions under the Agreement have not been satisfied on or before December 31, 2020, the Escrow Agent shall return all funds and documents to the party that deposited the same, the Escrow shall terminate and each party shall be relieved of any further liability or obligation hereunder.

GENERAL PROVISIONS:

4. These instructions may be altered, amended, modified or revoked by writing only, signed by all of the parties hereto, and approved by Escrow Agent, upon payment of all fees, costs and expenses incident thereto.

5. No assignment, transfer, conveyance or hypothecation of any right, title or interest in and to the subject matter of this Escrow shall be binding upon Escrow Agent unless written notice thereof shall be served upon Escrow Agent and all fees, costs and expenses incident to such transfer of interest shall have been paid.

6. Any notice required or permitted to be sent pursuant to this Escrow Agreement shall be in writing and shall be deemed given, sent, delivered and received upon the earlier of: (a) when personally or actually delivered; or (b) three business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; or (c) upon confirmed telefacsimile transmission and the deposit of the original in a U.S. Postal Service depository, with all required postage; or (d) upon email transmission; or (e) one business day after being deposited with a commercial overnight courier and sent by overnight delivery with all required charges prepaid; and addressed:

If to Escrow Agent:

Land Title Guarantee Company  
3033 East 1st Avenue, Suite 600,  
Denver, Colorado 80206  
Attn.: Kathy Talcott  
Email: [ktalcott@ltgc.com](mailto:ktalcott@ltgc.com)

If to PC:

Prairie Corner Development Partners, LLC  
270 Saint Paul Street, Suite 300  
Denver, Colorado 80206  
Attn.: Mark Connor  
Email: [mconnor@denmarkcorp.com](mailto:mconnor@denmarkcorp.com)

with a copy to:

Collins Cockrel & Cole, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Attn.: Matthew P. Ruhland  
Email: [mruhland@cccfirm.com](mailto:mruhland@cccfirm.com)

If to the District:

Prairie Center Metropolitan District No. 1  
c/o Special District Management Services, Inc.  
141 Union Blvd. #150  
Lakewood, CO 80228  
Attn.: Ann Finn  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)

with a copy to:

McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203  
Attn.: Paula Williams  
Email: [pwilliams@specialdistrictlaw.com](mailto:pwilliams@specialdistrictlaw.com)

7. Escrow Agent agrees to hold the Deposit set forth in **Schedule A** under the terms and conditions of this Agreement. If at any time in the performance of its duties under this Agreement it is necessary for Escrow Agent to receive, accept or act upon any notice or writing purported to have been executed or issued by or on behalf of any of the parties hereto, it shall not be necessary for Escrow Agent to ascertain whether or not the person or persons who have executed, signed or otherwise issued or authenticated the writing has the authority to so execute, sign or otherwise issue or authenticate said writing or that they are the same persons named therein or otherwise to pass upon any requirements of such instruments that may be essential for their validity.

8. Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment, and any act done or omitted by it pursuant to the advice of its own attorney shall be conclusive evidence of such good faith.

9. In consideration of the acceptance of this escrow by Escrow Agent, the undersigned agree, jointly and severally, to themselves, their heirs, executors, administrators, successors and assigns, to pay Escrow Agent its charges hereunder and to indemnify and hold Escrow Agent harmless as to any liability by it incurred to any other person or corporation by reason of its having accepted the same, or in connection herewith, and to reimburse it for all its

expenses, including, among other things, counsel fees and court costs incurred in connection herewith, other than as may arise through Escrow Agent's negligence or willful misconduct.

10. If at any time a dispute shall exist as to the duty of Escrow Agent under the terms hereof, the right to possession of the items at any time in escrow, or as to any dispute arising between the parties as to any matter under this Agreement, Escrow Agent may deposit this Escrow Agreement and items in escrow with the Clerk of the District Court for the County of Adams, State of Colorado, and may interplead the parties hereto. Upon so depositing this Escrow Agreement and items in Court, and filing its complaint in interpleader, Escrow Agent shall be entitled to reimbursement for attorney fees, costs and expenses related to the interpleader action out of the interpleaded funds and released from all liability under the terms hereof, as to the items so deposited. If the Court does not provide for reimbursement to Escrow Agent for attorney fees, costs and expenses related to the interpleader action out of the interpleaded funds, then Escrow Agent shall have a claim by separate action in Court against the parties, jointly and severally, for said attorney fees, costs and expenses.

11. In consideration of the fee paid to Escrow Agent as set forth in this Escrow Agreement, Escrow Agent agrees to hold the Deposit. During the period Escrow Agent is in possession of the Deposit, the money will be deposited in a FDIC depository. (Deposits of less than \$1,000 shall not bear interest. Deposits of \$1,000 to \$100,000 shall bear interest at the market rate paid by the banking institution. Deposits of \$100,000 or more may be directed by depositors to other types of investments with prior approval of Escrow Agent's Escrow Department.) Escrow Agent's obligation to place the Deposit(s) into an interest bearing account is dependent on receipt of a W-9 Form from either the District or PC.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

13. In the event that any party (except Escrow Agent) is required to commence any action or proceeding against another party (except Escrow Agent) in order to enforce the provisions hereof, the prevailing party in any such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees and costs.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The parties agree that venue for any dispute or proceeding with respect to this Agreement or the Deposit shall be in the State and Federal Courts for or in the County of Adams, Colorado, and each party consents and submits to the jurisdiction of such courts.

*[Signature page follows.]*

***[Signature Page to Escrow Agreement]***

PC:

PRAIRIE CORNER DEVELOPMENT  
PARTNERS, LLC, a Colorado limited liability  
company

By: 

Name: J. Kevin Ray

Title: Authorized Signatory

DISTRICT:

PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1

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

Name: \_\_\_\_\_

ESCROW AGENT:

LAND TITLE GUARANTEE COMPANY

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

Name: \_\_\_\_\_

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



*[Signature Page to Escrow Agreement]*

PC:

PRAIRIE CORNER DEVELOPMENT  
PARTNERS, LLC, a Colorado limited liability  
company

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

Name: \_\_\_\_\_

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

DISTRICT:

PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1

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

Name: Michael Tamblyn - President

ESCROW AGENT:

LAND TITLE GUARANTEE COMPANY

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

Name: \_\_\_\_\_

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

*[Signature Page to Escrow Agreement]*

PC:

PRAIRIE CORNER DEVELOPMENT  
PARTNERS, LLC, a Colorado limited liability  
company

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

Name: \_\_\_\_\_

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

DISTRICT:

PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1

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

Name: \_\_\_\_\_

ESCROW AGENT:

LAND TITLE GUARANTEE COMPANY

By: 

Name: Thomas J. Blake

Title: Vice President

## PETITION FOR EXCLUSION OF LAND

---

IN THE MATTER OF PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1

---

TO THE BOARD OF DIRECTORS OF THE DISTRICT:

Prairie Corner Development Partners, LLC (the “**Petitioner**”), being the fee owner of one hundred percent (100%) of the real property hereinafter described (the “**Property**”), hereby prays that such Property be excluded from the Prairie Center Metropolitan District No. 1 (the “**District**”), as provided by law, and for cause, states that:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.

2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the District’s Board of Directors (the “**Board**”), without the consent of the Board.

3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner.

4. This Petition is accompanied by a deposit of \$7,500, to be applied toward all costs of the exclusion proceedings, as required by statute.

5. The Property is accurately described as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

6. It is in the best interests of the Property that the Property be excluded from the District.

7. It is in the best interests of the District that the Property be excluded from the District.

8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.

9. The relative costs and benefits to the Property justify the exclusion.

10. The District will still be able to provide economical and sufficient service to all of the properties within the District’s boundaries following exclusion of the Property.

11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.

12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

14. There is economically feasible alternative service available from another special district in the area of the Property.

15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.

B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

*[Remainder of Page Intentionally Left Blank]*

PETITIONER:  
PRAIRIE CORNER DEVELOPMENT  
PARTNERS, LLC

By: *J. Kevin Ray*  
Name: J. Kevin Ray  
Title: Authorized Signatory

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 2nd day of ~~September~~ October, 2020 by J. Kevin Ray as Authorized Signatory of Prairie Corner Development Partners, LLC.

Witness my hand and official seal.

My commission expires: February 20, 2022  
*TERRI L. PONTARELLI*  
Notary Public

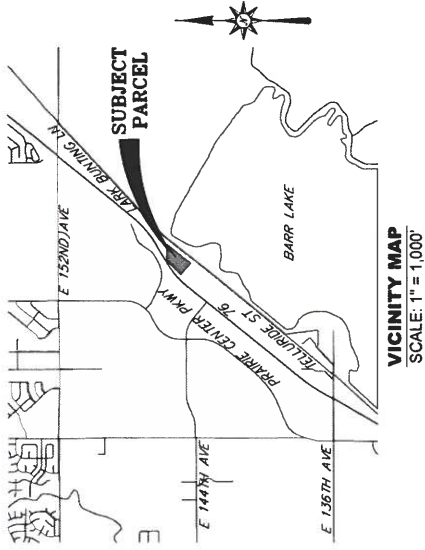


**EXHIBIT A**

**(Legal Description of Property to be Excluded)**

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "A" - VICINITY MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



**R&R ENGINEERS-SURVEYORS, INC.**  
1624 W. 10TH STREET, SUITE 310  
DENVER, COLORADO 80202  
PHONE: (303) 733-6668  
WWW.RRENGINEERS.COM

REVISIONS	
File No.	DC18184
Date Drawn	3/25/2004
Drawn By	JDM
Checked By	SJS
Job No.	DC18184

**EXHIBIT "A" - VICINITY MAP**  
LOCATED IN THE NORTHWEST QUARTER OF  
SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN,  
ADAMS COUNTY, COLORADO

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "B" - LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

## LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, THENCE S10°00'00"W 2019.000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, THENCE NORTH 89°00'49" EAST, A DISTANCE OF 571.08 FEET; THENCE NORTH 89°00'49" EAST, A DISTANCE OF 571.08 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 423.02 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG WESTERLY AND NORTHWESTERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 514 RECORDED IN THE SAID ADAMS COUNTY CLERK AND RECORDERS OFFICE:

- 1) S08°20'11"E A DISTANCE OF 104.56 FEET;
- 2) THENCE S38°28'27"W A DISTANCE OF 869.07 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 11A, CORNER IN BOOK 3010 AT PAGE 137:

- 1) N20°38'54"W A DISTANCE OF 47.48 FEET;
- 2) THENCE N51°28'11"W A DISTANCE OF 256.02 FEET;
- 3) THENCE N09°53'43"W A DISTANCE OF 107.87 FEET;
- 4) THENCE N36°12'27"E A DISTANCE OF 578.58 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734, SAID LINE BEARS N00°24'42"W (ASSUMED).

EXCEPT THAT PORTION CONVEYED BY INSTRUMENT RECORDED FEBRUARY 9, 2001 UNDER RECEPTION NO. CO759943, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, THENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W;

THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22 A DISTANCE OF 165.50 FEET;

THENCE S62°36'38"W A DISTANCE OF 296.47 FEET;

THENCE N36°12'27"E ALONG THE EASTERLY LINE OF SAID PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734, SAID LINE BEARS N00°24'42"W (ASSUMED).

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2) RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A,

DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 798;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP, L.S.#12405, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

## LEGAL DESCRIPTION - CONTINUED

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154 AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER F1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 798;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS MONUMENTED ON THE WEST BY A 3.25" ALUMINUM CAP, L.S. 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

## LEGAL DESCRIPTION - AS SURVEYED

A PORTION OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22;

THENCE SOUTH 87°58'31" EAST, A DISTANCE OF 571.08 FEET;

THENCE NORTH 89°00'49" EAST ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, NORTH 89°00'49" EAST, A DISTANCE OF 297.52 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 06°20'11" WEST, A DISTANCE OF 30.13 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE DEPARTING SAID LINE, SOUTH 38°24'34" WEST, A DISTANCE OF 1240.00 FEET;

THENCE NORTH 21°00'36" WEST, A DISTANCE OF 163.02 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 47.48 FEET;

THENCE NORTH 51°28'11" WEST, A DISTANCE OF 256.02 FEET;

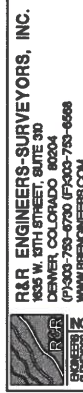
THENCE NORTH 09°53'43" WEST, A DISTANCE OF 107.87 FEET;

THENCE NORTH 36°12'27" EAST, A DISTANCE OF 413.08 FEET;

THENCE NORTH 62°36'38" EAST, A DISTANCE OF 296.47 FEET TO THE AFOREMENTIONED PARALLEL LINE AND TO THE POINT OF BEGINNING;

CONTAINING 467,316 SQUARE FEET OR 10,728 ACRE OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS BASED ON A PORTION OF THE NORTH LINE OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, AS MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP, L.S.#12405, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405, AND AT A POINT ALONG SAID LINE WHENCE THE SAID NORTHWEST CORNER BEARS S08°00'49" WEST, A DISTANCE OF 1113.45 FEET AS MONUMENTED BY A REBAR AND 1.5" ALUMINUM CAP STAMPED "PLS 12405". SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.



**R&R ENGINEERS-SURVEYORS, INC.**  
1635 W. 8TH STREET, SUITE 90  
DENVER, COLORADO 80202  
PHONE: 303-733-0900  
FAX: 303-733-0666  
WWW.RANDRENGINEERS.COM

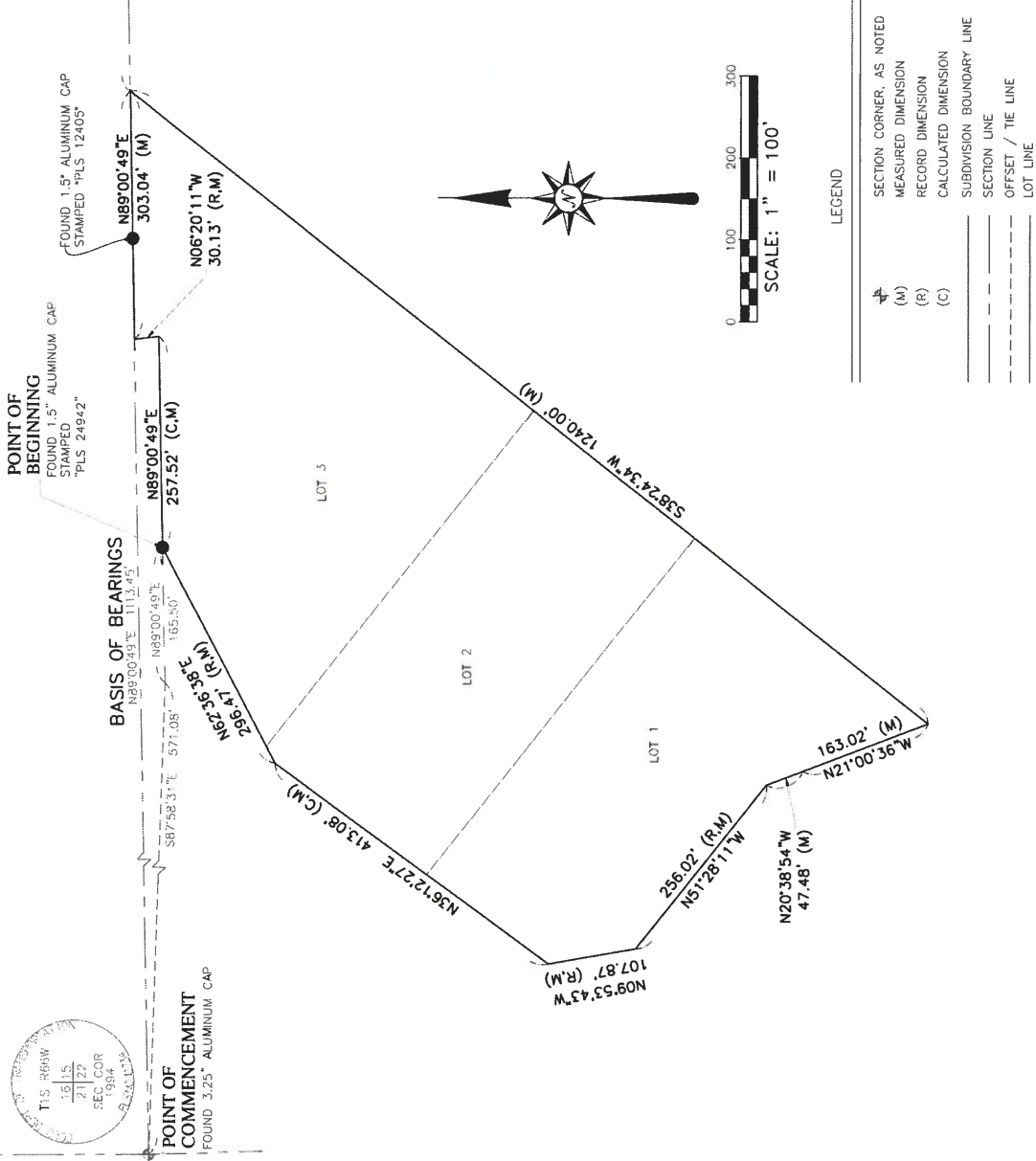
File No. DC18184
Date Drawn 03/29/2001
Drawn By J.S.J.
Checked By J.S.J.
Job No. DC18184

**EXHIBIT "B" - LEGAL DESCRIPTION**  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "C" - MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



T1S R69SW  
1615  
21127  
SEC. COR  
1994  
24942

**R&R ENGINEERS-SURVEYORS, INC.**  
1633 W. 57TH STREET, SUITE 300  
DENVER, COLORADO 80204  
(303) 733-6700 (303) 733-8666  
WWW.RRENGRS.COM

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

EXHIBIT "C" - MAP

FILE NO. DC18184  
DATE DRAWN 09/25/2020  
DRAWN BY JDM  
CHECKED BY SLJ  
JOB NO. DC18184

SHEET 3 OF 3

**RESOLUTION NO. 2020-10-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1**

**RESOLUTION FOR EXCLUSION OF REAL PROPERTY**

A. **Prairie Corner Development Partners, LLC**, a Colorado limited liability company (the “**Petitioner**”), the 100% fee owner of the Property (defined herein) has petitioned the **Prairie Center Metropolitan District No. 1** (the “**District**”) for the exclusion from the boundaries of said District of the real property hereinafter described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Public Notice has been published in accordance with Section 32-1-501(2), C.R.S., calling for a public hearing on the request for approval of said Petition.

C. No written objection was filed by any person in the District to the Petition.

D. The Board of Directors has taken into consideration all of the factors set forth in Section 32-1-501(3), C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PRAIRIE CENTER METROPOLITAN DISTRICT NO. 1, ADAMS COUNTY, COLORADO:

1. The Board of Directors finds that:
  - (a) exclusion of the Property is in the best interests of the Property to be excluded;
  - (b) exclusion of the Property is in the best interests of the District;
  - (c) exclusion of the Property is in the best interests of the county or counties in which the District is located;
  - (d) the relative costs to the Property to be excluded from the provision of the District’s services exceed the benefits of the Property remaining within the District’s boundaries;
  - (e) under its current service plan the District does not have the ability to provide economical and sufficient service to both the Property seeking exclusion and all of the properties located within the District boundaries;
  - (f) the District does not have the ability to provide services to the Property to be excluded at a reasonable cost compared with the cost which would be imposed by other entities in the surrounding area providing similar services;
  - (g) denying the petition may have a negative impact on employment and other economic conditions in the District and surrounding areas;

(h) denying the petition may have a negative economic impact on the region and on the District, surrounding area and State as a whole;

(i) an economically feasible alternative service may be available; and

(j) it should not be necessary for the District to levy any additional costs on other property within the District if the Petition for Exclusion is granted.

2. The Board of Directors of the District shall and hereby does, order that the Petition for Exclusion be granted and the Property be excluded from the boundaries of the District subject to Petitioner paying the costs associated with processing the petition and requesting the court enter the Order for Exclusion, and recording thereof.

3. The Board of Directors of the District shall and hereby does further acknowledge and resolve that in accordance with Section 32-1-503, C.R.S., the Property described herein shall be obligated to the same extent as all other property within the District with respect to and shall be subject to the levy of taxes for the payment of that proportion of the outstanding indebtedness of the District and interest thereon existing immediately prior to the effective date of the Order for Exclusion (“**Outstanding Indebtedness**”).

4. The Board of Directors of the District shall and hereby does further order that, in accordance with Section 32-1-503(1), C.R.S., upon the effective date of the Order excluding the Property, the Property shall not be subject to any property tax levied by the Board of Directors of the District for the operating costs of the District.

5. The Board of Directors of the District shall and hereby does further resolve that in its discretion it may establish, maintain, enforce and, from time to time, modify service charges, tap fees, and other rates, fees, tolls and charges, upon residents or users in the area of the District as it existed prior to the exclusion, including the Property, to supplement the proceeds of tax levies in the payment of the Outstanding Indebtedness and the interest thereon.

The name and address of the Petitioner of one hundred percent (100%) of the Property and the legal description of said Property are as follows:

Petitioner:	Prairie Corner Development Partners, LLC
Address of Petitioner:	8480 E. Orchard Rd., Suite 1100 Greenwood Village, CO 80111
Legal Description of the Property:	Approximately 10.73 acres of land legally described on <b><u>Exhibit A</u></b> and incorporated herein by this reference.

RESOLUTION APPROVED AND ADOPTED October 14, 2020.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1**

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

Attest:

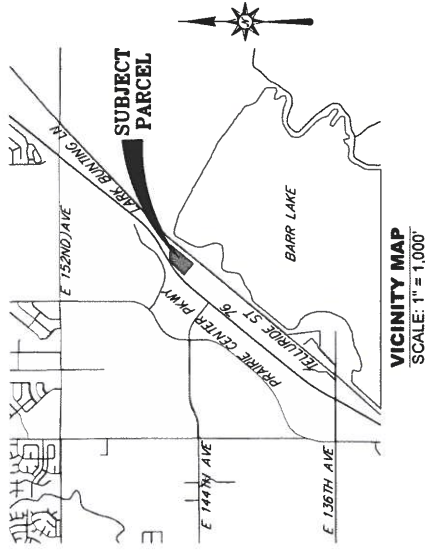
\_\_\_\_\_  
Secretary


**EXHIBIT A**

Legal Description

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "A" - VICINITY MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO



	<b>R&amp;R ENGINEERS-SURVEYORS, INC.</b> 1638 W. 8TH STREET, SUITE 310 DENVER, COLORADO 80204 (733)307-7333-6700 (733)605-7333-6668 WWW.RRENGINEERS.COM	
	REVISIONS	
	File No. DC18184	Date Drawn 9/29/2000
	Drawn By JDM	Checked By SLB
	Job No. DC18184	

**EXHIBIT "A" - VICINITY MAP**  
 LOCATED IN THE NORTHWEST QUARTER OF  
 SECTION 22  
 TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
 6TH PRINCIPAL MERIDIAN,  
 ADAMS COUNTY, COLORADO

SHEET 1 OF 3

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "B" - LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

**LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, WHENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W;

THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 423.02 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG WESTERLY AND NORTHWESTERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 514 RECORDED IN THE SAID ADAMS COUNTY CLERK AND RECORDERS OFFICE:

- 1) S06°20'11"E A DISTANCE OF 104.56 FEET;
- 2) THENCE S38°28'27"W A DISTANCE OF 869.07 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 11A, CORNER IN BOOK 3010 AT PAGE 127:

- 1) N20°38'54"W A DISTANCE OF 47.48 FEET;
- 2) THENCE N51°28'11"W A DISTANCE OF 256.02 FEET;
- 3) THENCE N09°53'43"W A DISTANCE OF 107.87 FEET;
- 4) THENCE N36°12'27"E A DISTANCE OF 578.58 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734. SAID LINE BEARS N00°24'42"W (ASSUMED).

EXCEPT THAT PORTION CONVEYED BY INSTRUMENT RECORDED FEBRUARY 9, 2001 UNDER RECEPTION NO. C0759943, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22, WHENCE THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N00°24'42"W;

THENCE S87°58'31"E A DISTANCE OF 571.08 FEET TO THE NORTHEAST CORNER OF PARCEL 11A OF THE ADAMS COUNTY CLERK AND RECORDERS OFFICE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE BEING THE POINT OF BEGINNING;

THENCE N89°00'49"E ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET;

THENCE S62°36'38"W A DISTANCE OF 296.47 FEET;

THENCE N36°12'27"E ALONG THE EASTERLY LINE OF SAID PARCEL 11A OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NO. ID-1 (CX) 76-1 (138) RECORDED IN BOOK 3010 AT PAGE 127 A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS PROPERTY DESCRIPTION IS THE EASTERLY LINE OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY THE EAST QUARTER CORNER OF SAID SECTION 16, A 3 1/4" ALUMINUM CAP ON NUMBER 6 REBAR LS# 23027 AND BY THE NORTHWEST CORNER OF SAID SECTION 22, A 3 1/4" ALUMINUM CAP ON A 2" PIPE LS# 10734. SAID LINE BEARS N00°24'42"W (ASSUMED)

TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154, AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 799; AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 799;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST BY A 3 1/4" ALUMINUM CAP, L.S.# 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.# 12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

LEGAL DESCRIPTION - CONTINUED  
TOGETHER WITH:

A PARCEL OF LAND, KNOWN AS PARCEL 25-EX, DESCRIBED AT RECEPTION NUMBER 2019000073154, AND BEING A PORTION OF PARCEL 25 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NUMBER P.1003-1(2), RECORDED IN BOOK 445 AT PAGE 514, LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22,

THENCE NORTH 89°00'49" EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 990.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 25, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 25, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE SOUTH 38°28'34" WEST, A DISTANCE OF 1241.20 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 163.63 FEET TO THE NORTHERLY MOST INTERSECTION OF SAID PARCEL 25 AND PARCEL 11A, DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO PROJECT NUMBER ID-(CX) 76-1 (138), RECORDED IN BOOK 4001 AT PAGE 799;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 25, NORTH 38°28'27" EAST, A DISTANCE OF 869.07 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE;

THENCE CONTINUING NORTH, ALONG THE WESTERLY LINE OF SAID PARCEL 25, NORTH 06°20'11" WEST, A DISTANCE OF 134.69 FEET TO THE POINT OF BEGINNING.

CONTAINING: 467,401 SQUARE FEET OR 10.73 ACRES.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID LINE IS MONUMENTED ON THE WEST BY A 3.25" ALUMINUM CAP, L.S. 10734, AND A POINT ON LINE, BEING A 1.5" ALUMINUM CAP, L.S.#12405. SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.

**LEGAL DESCRIPTION - AS SURVEYED**

A PORTION OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22;

THENCE SOUTH 87°58'31" EAST, A DISTANCE OF 571.08 FEET;

THENCE NORTH 89°00'49" EAST, ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 22, A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, NORTH 89°00'49" EAST, A DISTANCE OF 257.52 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 06°20'11" WEST, A DISTANCE OF 30.13 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 22;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°00'49" EAST, A DISTANCE OF 303.04 FEET;

THENCE DEPARTING SAID LINE, SOUTH 38°24'34" WEST, A DISTANCE OF 1240.00 FEET;

THENCE NORTH 21°00'36" WEST, A DISTANCE OF 163.02 FEET;

THENCE NORTH 20°38'54" WEST, A DISTANCE OF 47.48 FEET;

THENCE NORTH 51°28'11" WEST, A DISTANCE OF 256.02 FEET;

THENCE NORTH 09°53'43" WEST, A DISTANCE OF 107.87 FEET;

THENCE NORTH 36°12'27" EAST, A DISTANCE OF 413.08 FEET;

THENCE NORTH 62°36'38" EAST, A DISTANCE OF 296.47 FEET TO THE AFOREMENTIONED PARALLEL LINE AND TO THE POINT OF BEGINNING.

CONTAINING 467,316 SQUARE FEET OR 10.728 ACRE OF LAND.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS BASED ON A PORTION OF THE NORTH LINE OF SECTION 22, TOWNSHIP 1 NORTHWEST QUARTER OF SAID SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION 22 BY FOUR (4) 1.5" ALUMINUM CAP STAMPS, BEARING NORTH 89°00'49" WEST FOR A DISTANCE OF 10734" AND AT A POINT ALONG SAID LINE WHEN THE SAID NORTHWEST CORNER BEARS SOUTH 87°00'49" WEST FOR A DISTANCE OF 111345" AS MONUMENTED BY A REBAR AND 1.5" ALUMINUM CAP STAMPED "PLS 12405". SAID LINE IS ASSUMED TO BEAR NORTH 89°00'49" EAST.



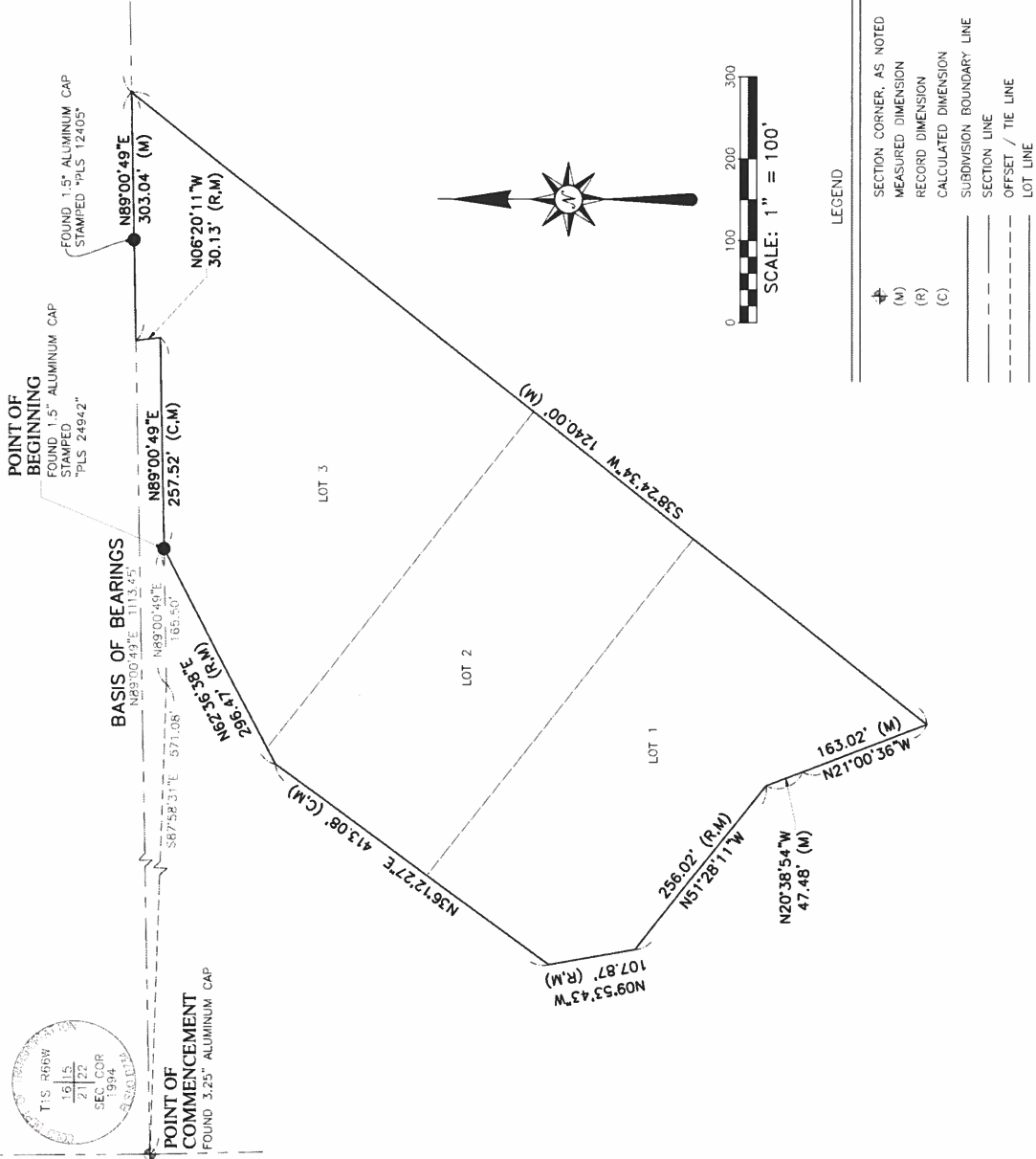
**R&R ENGINEERS-SURVEYORS, INC.**  
1658 W. 19TH STREET, SUITE 90  
DENVER, COLORADO 80204  
773-900-9500 / 773-900-730-6668  
WWW.RANDR.COM

REVISTIONS	File No.	DC18184
	17500-03-020	17500-03-020
	Date Drawing	05/20/20
	Checked By	JLU
	Job No.	DC18184

**EXHIBIT "B" - LEGAL DESCRIPTION**  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO

# PRAIRIE CORNER - BOUNDARY MAP FOR DISTRICT EXHIBIT "C" - MAP

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



**R&R ENGINEERS-SURVEYORS, INC.**  
1633 W. 87TH STREET, SUITE 30  
DENVER, COLORADO 80204  
(303) 758-6700 (303) 758-6568  
WWW.RRENGINEERS.COM

REVISIONS	
File No.	DC18184
Date Drawn/25/2000	
Drawn By	JDM
Checked By	SJL
Job No.	DC18184

EXHIBIT "C" - MAP  
LOCATED IN THE NORTHWEST QUARTER OF  
SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE  
6TH PRINCIPAL MERIDIAN,  
ADAMS COUNTY, COLORADO



**CERTIFICATION**

The undersigned hereby certifies that the foregoing is a true and correct copy of Resolution No. 2020-10-01, Resolution of the Board of Directors of Prairie Center Metropolitan District No. 1, Resolution for Exclusion of Real Property.

**PRAIRIE CENTER METROPOLITAN  
DISTRICT NO. 1**

Date: October 14, 2020

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