

RESOLUTION NO. 23-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CASTLE PINES AND CASTLE PINES NORTH METROPOLITAN
DISTRICT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF
RECREATION PROPERTIES**

WHEREAS, the City of Castle Pines (the “City”) is a Colorado home rule municipal corporation; and

WHEREAS, the Castle Pines North Metropolitan District (the “District”) was formed and exists as a special district pursuant to § 32-1-101, *et seq.*, C.R.S., for the purpose of providing certain public improvements, facilities, and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, the District’s boundaries are located entirely within the corporate limits of the City; and

WHEREAS, pursuant to § 29-1-203, C.R.S., and Article XIV, Section 18(2)(a) of the Colorado Constitution, the District and the City are permitted to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each entity; and

WHEREAS, the District is currently exploring dissolution efforts with the ultimate goal of transferring all its assets, operations, and real and personal property to other governmental entities authorized to assume such assets and operations; and

WHEREAS, the City and the District previously entered into that certain Intergovernmental Agreement Regarding Transfer of Stormwater System and Necessary Property Rights dated June 29, 2022 (“Stormwater IGA”) as amended and restated by that certain First Amended and Restated Intergovernmental Agreement Regarding Transfer of Stormwater System and Necessary Property Interests effective January 10, 2023 (“Amended Stormwater IGA”); and

WHEREAS, following execution of the Amended Stormwater IGA, the City and District have continued to work together to transfer the Stormwater System and necessary easements and real property from the District to the City, and also have begun negotiations regarding the transfer of ownership and operation of the District’s parks, trails and open space properties (“Recreation Properties”) from the District to the City; and

WHEREAS, the District is authorized to own, operate and maintain parks and open space in accordance with its Service Plan dated February 1984 as amended April 1994; and

WHEREAS, the District intends to assign and delegate all responsibility for the Recreation Properties to the City and convey all of the related real and personal property interests related to the Recreation Properties to the City as part of an effort to dissolve the District; and

WHEREAS, the City desires to assume all responsibility for the Recreation Properties subject to adequate funding and other terms and conditions mutually agreed upon; and

WHEREAS, the City and the District desire to enter into an intergovernmental agreement, in substantially the same form as attached to this Resolution as Exhibit 1, to memorialize the City’s obligation to operate, maintain and improve the Recreation Properties and the District’s obligation to contribute on an annual basis toward defraying the City’s costs associated with the operation, maintenance and improvement of the Recreation Properties until the City obtains its own source of funding for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the Intergovernmental Agreement between the City of Castle Pines and Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties (“IGA”) in substantially the same form as attached hereto as Exhibit 1; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors or provisions that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the IGA in final form.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST, AND 1 ABSENT THIS 28th DAY OF MARCH, 2023.


Tracy Engerman (Apr 6, 2023 11:51 MDT)

Tracy Engerman, Mayor

ATTEST:





Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1

[see attached agreement]

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES
AND CASTLE PINES NORTH METROPOLITAN DISTRICT
REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION
PROPERTIES**

This **INTERGOVERNMENTAL AGREEMENT REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION PROPERTIES** (the “Agreement”) is entered into this ___ day of _____, 2023, by and between the **CITY OF CASTLE PINES**, a Colorado home rule municipality (the “City”) and the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and; individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

WHEREAS, the City is a Colorado home rule municipal corporation incorporated as of February, 2008; and

WHEREAS, the District was formed and exists as a special district pursuant to § 32-1-101, *et seq.*, C.R.S. for the purpose of providing certain public improvements, facilities and services, to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, the District’s boundaries are located entirely within the corporate limits of the City; and

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

WHEREAS, pursuant to § 29-1-203, C.R.S., and Article XIV, Section 18(2)(a) of the Colorado Constitution, the Parties are permitted to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the Parties; and

WHEREAS, the District intends to assign and delegate all responsibility for the Recreation Properties to the City and convey all of the related real and personal property interests related to the Recreation Properties to the City; and

WHEREAS, the District is authorized to own, operate and maintain parks and open space in accordance with its Service Plan dated February 1984 as amended April 1994; and

WHEREAS, the Parties intend to transfer all responsibility for the ownership and maintenance of the Recreation Properties to the City on the terms and in the manner set forth in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the City’s obligation to operate, maintain and improve the Recreation Properties prior to conveyance of the Recreation Properties and the District’s obligation to contribute on an annual basis toward

defraying the City's costs associated with the operation, maintenance and improvement of the Recreation Properties until the City obtains its own source of funding for such purposes; and

WHEREAS, it is the City's intent to seek electoral authorization in November 2023 or November 2024 through one or more ballot issues/questions for the imposition by the City of an *ad valorem* mill levy for the sole and exclusive purpose of operation, repair, and maintenance of the Recreation Properties ("**City Voter Authorization**"); and

WHEREAS, it is the District's intent that upon the City obtaining City Voter Authorization, the District shall cease to impose and collect that portion of the District's authorized mill levy required for operations, repair and maintenance of the Recreation Properties consisting of 12 mills ("**District Parks Operations Mill Levy**") and shall amend its Service Plan to modify the District's authority to provide the Recreation Property services and shall permanently reduce the District Authorized Mill Levy to 7 mills; and

WHEREAS, the Parties agree that performance by the District and the City of their respective obligations contained in this Agreement will be in the best interest of the residents and property owners of the District and the residents and property owners of the City.

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

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. ***City Operations Mill Levy*** means the City Voter Authorization of an *ad valorem* mill levy for the sole and exclusive purpose of operation, repair, and maintenance of the Recreation Properties in an amount determined by the City, based on the City's estimated costs and expenses attributable to the Recreation Properties and directly associated City administrative costs.

B. ***District Authorized Mill Levy*** means a levy of 19 *ad valorem* property tax mills on all taxable real property within the District's boundaries.

C. ***District Parks Operations Mill Levy*** means a levy of 12 *ad valorem* property tax mills on all taxable real property within the District's boundaries.

D. ***Closing Date*** means on or before December 31 of the year in which the City obtains the City Voter Authorization for the City Operations Mill Levy.

E. ***Effective Date*** means March 31, 2023, which is the effective date of this Agreement.

F. ***Maintenance Services*** means those services provided by the City, prior to the Recreation Properties Transfer Date, as such services are described in Section 2.B, 2.C and 2.D of this Agreement.

G. ***Miscellaneous District Revenues*** means revenues received by the District from specific ownership tax, oil royalty, miscellaneous revenues, and cell phone lease revenues and interest earnings therefrom as identified in the District's 2023 adopted budget.

H. ***Recreation Properties*** means the parks, open space, and trails and associated improvements and fixtures owned by the District, as described in Exhibit A, attached hereto and incorporated herein.

I. ***Recreation Properties Transfer Date*** means on or before December 31 of the year in which the City obtains the City Voter Authorization for the City Operations Mill Levy and is, at times, referred to as the Closing Date.

J. ***Service Plan*** means the Castle Pines North Metropolitan District service plan dated February 1984 as amended April 1994.

K. ***Term*** shall be from the Effective Date hereof and continuing until the date on which the City certifies the City Operations Mill Levy pursuant to the City Voter Authorization, provided that the District shall be obligated to continue to collect and remit revenue from the prior year's District Parks Operation Mill Levy until the entire sum owed has been remitted to and received by the City, as such event is evidenced in writing by the Parties.

ARTICLE 2 ASSUMPTION OF SERVICES/CONSTRUCTION OF PARK IMPROVEMENTS

A. **Appointment of Service Integration Representatives.** The District's representative for purposes of this Agreement shall be Nathan Travis, District Manager. The City's project manager for said purposes shall be Larry Nimmo, City Public Works Director (collectively, the District's and City's project managers shall be referred to as the "**Project Managers**").

B. **Operation and Maintenance of Recreation Properties Prior to Recreation Properties Transfer Date.** On or after the Effective Date, the City shall operate and maintain the Recreation Properties for the benefit of the District taxpayers, the community of Castle Pines and for all persons using such properties, in a good and operable condition to a level of quality consistent with that of other improvements existing in the City, including mowing, trimming, clipping, weed control, trail maintenance, debris removal, pavement maintenance, pedestrian lighting, erosion control, irrigation, irrigation system maintenance, seeding, planting, spraying, trash and litter control and removal, hardscape maintenance, drainage system maintenance, regular playground inspections, and snow removal.

C. **District Budgeted Park Improvements.** The District has identified certain capital improvements/expenditures for appropriation in the District's 2023 budget to include: pickleball

courts in the amount of \$897,000 (“Pickleball Courts”); a skate park in the amount of \$1,250,000 (“Skate Park”); tennis courts in the amount of \$850,000 (“Tennis Courts”); concrete repair/replacement in the amount of \$33,000; and trail additions in the amount of \$100,000 (“Collectively, the **“Budgeted Park Improvements”**”).

1. The District and City agree that the Pickleball Courts, Skate Park, and Tennis Courts are a priority for the community. The District has completed design and commenced construction of the Pickleball Courts, but has not commenced design or construction of the Skate Park or Tennis Courts. Accordingly, upon District’s transfer and remittance of Budgeted Park Improvement funds to the City as set forth in Article 3, below, the City agrees to complete the design, siting, planning and construction of Pickleball Courts, Skate Park and Tennis Courts, that have not been completed by the District by the Effective Date, in a timely manner taking into account community input and the City’s financial and construction restraints.

2. The estimated \$3,130,000 Budgeted Park Improvement funds transferred to the City, per Article 3 below, is intended to be expended on the Budgeted Park Improvements located within the existing boundaries of the District. If, for any public health, safety or welfare-related reason, the City does not construct the Budgeted Park Improvements within the District boundaries or decides not to construct any Budgeted Park Improvement based on community input or financial or construction restraints, the City shall only spend the funds allocated for such Budgeted Park Improvement (as provided in Section 2.C above) for other capital and maintenance services located within and serving the District.

D. Other Services. The District currently operates an online reservation system to schedule reservations for use of the Community Center, Park Pavilions and ballfields/multi-use fields. The City and District will work together to effect a smooth transition of these services from the District to the City, it being the intent of the Parties for the City to continue to provide this service to the community.

E. Assignment of Contracts. The District shall provide a list of all contracts between the District and third parties that are pertinent to and affect the maintenance, operation of the Recreation Properties. The Project Managers shall agree upon the contracts to be assigned to the City, including but not limited to assignment of the telecommunications lease agreements between the District and telecommunications providers (“**Assigned Contracts**”). The District hereby covenants that by the Closing Date it shall have obtained approval or acknowledgement of the assignment of all Assigned Contracts to the City that are necessary to implement the transfer of the Recreation Properties to the City and that such assignments shall be effective prior to or at the Closing Date. To the extent any contract, permit or right is not assigned hereunder, the District shall use its best efforts to cause such assignment or transfer to occur on or after the Closing Date.

ARTICLE 3
DISTRICT FUNDING OF CITY'S MAINTENANCE SERVICES;
TRANSFER OF FUNDS

A. Covenant to Impose District Parks Operations Mill Levy. In exchange for the City's operation and maintenance of the Recreation Properties and completion of the planning and construction of the Budgeted Park Improvements the District hereby covenants:

1. Commencing in collection year 2023, the District will annually impose and remit to the City the District Parks Operations Mill Levy and all revenues therefrom ("**District Operations Mill Levy Obligation**"). The District shall remit any and all revenues resulting from the imposition of the District Parks Operations Mill Levy net of the collection fee imposed by the Douglas County Treasurer, and other Miscellaneous District Revenues (the "**Operations Revenue**") to the City no later than thirty (30) days after receipt of the same. The Operations Revenue shall be used solely for the Maintenance Services of the Recreation Properties.

2. The sums required to make the Operations Revenue payments due hereunder are hereby appropriated by the District's Boards of Directors for that purpose, and said sums for each year of the Term shall be included in the annual budget and appropriation resolution to be adopted or passed by the District's Board of Directors for each such year. For each year of the Term, it shall be the duty of the District to include the District Parks Operations Mill Levy and the Operations Revenue in the draft budget of the District prepared and presented to the District's Board of Directors on or before the October 15 deadline set forth in C.R.S. § 29-1-105.

3. It shall be the duty of the District's Board of Directors, for each year of the Term, at the time and in the manner provided by law for levying other taxes of the District, to ratify and carry out the provisions of this Article 3 with reference to the levying of the District Parks Operations Mill Levy, and the District's Board of Directors shall levy and certify said taxes in the manner provided by law for the purposes described herein.

4. The District's Board of Directors shall take all reasonably necessary and proper steps to ensure that the District Parks Operations Mill Levy is levied, assessed, collected, and enforced by the Douglas County Treasurer at the same time and in the same form and manner and with like interest and penalties as other general taxes in the State of Colorado, and that, when collected, the Douglas County Treasurer promptly pays the District Parks Operations Mill Levy to the District.

5. In the event any ad valorem taxes are not paid when due, the District shall diligently cooperate with the Douglas County Treasurer to enforce the lien of such unpaid taxes against the property for which the taxes are owed.

6. Notwithstanding the provisions of this Subsection A above and Subsection F below, the District's obligation to assess the District Parks Operations Mill Levy is subject to actual annual appropriation by the District's Board of Directors. Failure to appropriate shall entitle the City to the remedies described in Subsection F and Article 8 of this Agreement.

B. Transfer of Budgeted Park Improvements Funds. The District will transfer and remit all Budgeted Park Improvements funds of the District appropriated for capital expenditure in 2023 in the estimated amount of \$3,130,000 to the City on or within thirty (30) days of the Effective Date to be used by the City for the design, construction, and installation of the Budgeted Park Improvements as described in Article 2 above.

C. Conservation Trust Fund Transfer. Within thirty (30) days of the Effective Date, the District shall eliminate its Conservation Trust Fund and shall transfer and remit all funds in the District's Conservation Trust Fund to the City. Upon receipt via wire transfer, the City shall deposit all funds received from the District into the City's Conservation Trust Fund, and shall thereafter use said funds in conformance with Article 21 of Title 29 of the Colorado Revised Statutes, and the rules promulgated thereunder.

D. Initial General Fund Transfer. Within thirty (30) days of the Effective Date, the District shall transfer and remit all funds (inclusive of anticipated 2022 ending fund balance, 2023 revenues received year-to-date, minus 2023 expenditures year-to-date) in the District's General Fund attributable to the District Parks Operations Mill Levy and Miscellaneous District Revenue, less an amount equal to any anticipated 2023 water and sanitary expenses by the District estimated to be approximately Six Hundred Fifty Thousand Dollars (\$650,000.00) as mutually agreed upon by the Parties, resulting in estimated transfer in the amount of \$4,296,205.

E. Final General Fund Transfer. Within thirty (30) days of the District's completion of the 2023 financial audit, the District shall transfer all remaining District Parks Operations Mill Levy and Miscellaneous District Revenue to the City.

F. Material Breach. In the event the District fails to perform any District obligation described in this Article 3:

1. The City may notify the District that it will cease all repairs, maintenance and operations of the Recreation Facilities on January 1 of any year for which the District has not levied and appropriated funds for the District Parks Mill Levy to be paid to the City for Maintenance Services; and,
2. The City may notify the District and cease all repairs, maintenance and operations of the Recreation Facilities within forty-five (45) days of notice in the event the District does not provide the Operations Revenue to the City in a timely manner.
3. Upon ceasing all repairs, maintenance and operations of the Recreation Facilities pursuant to this section, the City will return all unexpended Operations Revenue and all remaining Budgeted Park Improvements funds to the District.

G. Survival of Payment Obligation. The District Parks Operations Mill Levy Obligation shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the individual directors of the District's Boards of Directors to properly disclose, pursuant to Colorado law, any potential conflicts of interest related to this Agreement in any way, provided that a disclosure is made on the record of the District's Boards of Directors meetings as set forth in the official minutes.

ARTICLE 4
TRANSFER/ACQUISITION OF RECREATION PROPERTIES

A. Acquisition of Recreation Properties by the City. The Parties specifically acknowledge and agree that the City shall become the successor in interest and owner of the Recreation Properties and all assets and property of whatsoever kind or nature owned by the District related to maintenance of the Recreation Properties on the Recreation Properties Transfer Date. The City and District acknowledge and agree that the City's agreement to undertake the responsibility for ownership and ongoing Maintenance Services of the Recreation Properties is materially contingent upon the City obtaining City Voter Authorization or receipt of the City Operations Mill Levy. On or before the Recreation Properties Transfer Date, the transfer of all assets and property shall be accomplished as set forth below:

B. Conveyance of Real Property Interests. All real property, buildings, fixtures and interests therein related to the Recreation Properties that are owned by the District, including, but not limited to: the District's office building at 7404 Yorkshire Drive ("**District Offices**"), all easements for parks and trails infrastructure, as generally described in **Exhibit A**, attached hereto and incorporated herein, shall be conveyed by the District to the City by quitclaim deed(s) subject to the City's grant of an easement to the District in a form approved by the Parties for water and wastewater infrastructure, access and maintenance, conveyance by quitclaim deed of up to four water well sites to be identified prior to the Recreation Properties Transfer Date and subject to a triple-net Lease on terms to be mutually agreed upon between the City and the District for the District's ongoing use and lease of the District's Offices for rent of \$1 per year for as long as the District requires use of the facility for administrative and operational functions necessary to provide water and/or sanitary sewer services, or for a term otherwise agreed upon by the Parties. In cases where the District's ownership in land is solely for water or wastewater uses, the District shall transfer a perpetual, non-exclusive easement to the City to permit the City access to such land for purposes of access to and maintenance of the Recreation Properties, if necessary. The District shall supply the City with a complete list of all such real property interests and fixtures within sixty (60) business days of the Effective Date, and the Project Managers shall meet as necessary to confirm the accuracy of the list prior to the delivery of the quitclaim deed(s) or easements to the City.

1. Conveyance of Personal Property. All personal property related to the Recreation Properties that is owned by the District, including, but not limited to, any vehicles, supplies or equipment used by the District to operate or provide maintenance to the Recreation Properties, shall be conveyed by the District to the City by bill of sale, in substantially the form attached hereto as **Exhibit B**. The District shall supply the City with a complete list of all such personal property within fifteen (15) business days of the date of mutual execution of this Agreement, and the Project Managers shall meet as necessary to confirm the accuracy of the list prior to the delivery of the bill of sale to the City.

2. Conveyance of District Recreation Records. All District records, including maintenance and warranty records and financial records, relating to the Recreation Properties including maintenance schedule(s) shall be delivered by the District to the City within fifteen (15)

business days of the Effective Date of this Agreement. The Project Managers shall meet as necessary to confirm that all District records have been provided to the City on or before the Closing Date.

3. Assignment of Contracts. The District shall provide a list of all contracts between the District and third parties that are pertinent to and affect the maintenance, operation of the Recreation Properties. The Project Managers shall agree upon the contracts to be assigned to the City (“Assigned Contracts”). The District hereby covenants that by the Closing Date it shall have obtained approval or acknowledgement of the assignment of all Assigned Contracts to the City that are necessary to implement the transfer the Recreation Properties to the City and that such assignments shall be effective as of the Closing Date. To the extent any contract, permit or right is not assigned hereunder, the District shall use its best efforts to cause such assignment or transfer to occur on or after the Closing Date.

4. Physical Inspection of Recreation Properties. The District shall cooperate with the City in providing records, documents, audits and reports regarding the condition of the facilities and improvements located on the Recreation Properties including but not limited to playground equipment, sidewalks, storage sheds, park equipment and the like (“**Park Facilities**”). Prior to the Closing Date, the City shall be authorized to cause a physical inspection of the Park Facilities to determine ongoing maintenance and capital needs.

ARTICLE 5 TRANSITION OF PERSONNEL

A. Employment. As of the Effective Date or within 30 days thereafter, the City will offer to employ each employee who was employed by the District and responsible for parks and open space maintenance immediately prior to the Effective Date, provided such employee meets the City’s requirements for employment in accordance with the City’s personnel policies and within the City’s compensation policy. Such employee(s) include and are limited to the following position: Parks and Open Space Manager.

B. Pension and Employee Benefit Matters. The District hereby covenants that on or before the Closing Date it shall deliver to the City copies of all employee pension and benefit plans and the City hereby agrees to accept the obligations thereunder to the extent appropriated. The City and the District shall cooperate in the transfer of any employee pension and benefit rights and obligations.

ARTICLE 6 CITY VOTER AUTHORIZATION

A. City Voter Authorization. The City shall submit one or more ballot issues/questions in the November 2023 and/or November 2024 elections requesting voter authorization to impose a City ad valorem mill levy for the sole and exclusive purpose of operation, repair, and maintenance of the Recreation Properties. If City Voter Authorization is obtained in 2023 or 2024, it is the intent of the Parties that the District’s obligations under this Agreement to certify the District Parks Operation Mill Levy will terminate December 1 of the year in which the City is authorized to certify the City Operations Mill Levy pursuant to the City Voter Authorization. The District will

continue to collect and remit revenue from the prior year's District Parks Operations Mill Levy until the entire sum owed has been remitted to and received by the City. As part of any information campaign, the District will consider adoption of a Resolution of Support as allowed by the Fair Campaign Practices Act which will include a notice that the District will permanently reduce its mill levy to 7 mills and will provide a temporary mill levy reduction for the first year in which the City receives payment from the Douglas County Treasurer for the City Operations Mill Levy.

**ARTICLE 7
AMENDMENT OF DISTRICT SERVICE PLAN**

A. Service Plan Authority and Amendment. On or before the Recreation Properties Transfer Date, the District shall petition the Douglas County Board of County Commissioners and diligently process an amendment to its Service Plan to:

1. Remove the District's authority to provide, own or maintain parks, trails or open space within the District contingent upon the City obtaining City Voter Authorization; and
2. Modify the District's authority to impose and collect its District Parks Operations Mill Levy to be capped at no more than 7 mills.

**ARTICLE 8
NON-COMPLIANCE AND REMEDIES**

A. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an "Event of Non-Compliance" hereunder:

1. The District fails to certify the District Parks Operations Mill Levy or cooperate with Douglas County to collect or enforce the collection of the District Parks Operations Mill Levy;
2. The District fails to remit the Operations Revenue or any general fund or Conservation Trust Fund transfer to the City as required by the terms of this Agreement;
3. Any representation or warranty made by any Party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon the other Party to this Agreement; or
4. The District materially fails in the performance of any other of its covenants or obligations in this Agreement, and such material failure continues for thirty (30) days after receipt of written notice from the City specifying such default and requiring the same to be remedied;
5. The District (i) commences any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts; or (B) seeking

appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property; or (ii) makes a general assignment for the benefit of its creditors; or (iii) has commenced against it any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iv) has commenced against it any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (v) takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (iii) or (iv) above; or (vi) generally is not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

6. The City fails to operate and maintain the Recreation Properties, as required by the terms of this Agreement, fails to apply the Operations Revenue to the provision of Maintenance Services, fails to maintain and apply the District appropriated Budgeted Park Improvement funds as provided herein, or materially fails in the performance of any other of its covenants or obligations in this Agreement, and such failure or material failure continues for thirty (30) days after receipt of written notice from the District specifying such default and requiring the same to be remedied.

B. Remedies for Events of Non-Compliance. In addition to other remedies set forth herein, and subject to Sections 3.F and 3.G hereof, upon the occurrence and continuance of an Event of Non-Compliance, a Party may proceed to protect and enforce its rights against the Party causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the Party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE 9 MISCELLANEOUS PROVISIONS

A. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

B. Time. Time is of the essence in the performance of this Agreement.

C. Enforcement of Contract. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either Party.

D. Notices. Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the addresses set forth below (or to such other address or addresses as may from time to time be specified in writing by the Parties):

To the District:

Castle Pines North Metropolitan District
Attn: Board President and District Manager
7404 Yorkshire Drive
Castle Rock, CO 80108

With a copy to:

Kim J. Seter, Esq.
Seter & Vander Wall, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111

and: kseter@svwpc.com

To the City:

City of Castle Pines
Attn: Mayor and City Manager
360 Village Square Lane, Suite B
Castle Pines, CO 80108

With a copy to:

Linda C. Michow
City Attorney – City of Castle Pines
Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, Colorado 80111

Notices shall be effective when received by the party to whom addressed.

E. Governing Law/Venue This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the District Court for and in Douglas County, Colorado.

F. Binding Agreement. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties hereto.

G. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

H. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

I. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

J. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

K. Headings. The headings and captions contained in this Agreement are inserted for the convenience of reference only. They are not to be deemed a part of this Agreement, nor are they to be used in the construction of this Agreement.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

M. No Third Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, consultant or contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

[remainder of page intentionally left blank]

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

CITY:

CITY OF CASTLE PINES,
a Colorado home rule municipal corporation

By: _____
Tracy Engerman, Mayor

ATTEST:

Approved as to Form:

Tobi Duffey, MMC, City Clerk

By: _____
Linda Michow, City Attorney

DISTRICT:

CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Chuck Lowen, President

ATTEST:

Secretary

EXHIBIT A

DESCRIPTION OF RECREATION PROPERTIES AND FIXTURES

R0459533
CASTLE PINES NORTH METROPOLITAN DISTRICT
6400 COUNTRY CLUB DR
IMPROVEMENT ONLY (WATER TANK) RLTD LAND R0612578
2351-093-01-033

R0421542
CASTLE PINES NORTH METROPOLITAN DISTRICT
740 HIDDEN POINTE BLVD
TRACT C CASTLE PINES NORTH #16 19.034 AM/L
2231-332-06-001

R0603481
NORTH PINES VISTA METRO DISTRICT 2
6436 KENZIE CIR
TRACT C CASTLE PINES TOWN CENTER 1 2.160 AM/L
2351-091-16-018

R0498225
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
6740 LAGAE RD
TRACT W-1 LAGAE RANCH 1 1ST AMD 13.088 AM/L
2351-033-08-007

R0403918
CASTLE PINES NORTH METROPOLITAN DISTRICT
7125 MONARCH BLVD
MOST OF TRACT N CASTLE PINES NORTH #21 .853 AM/L
2351-043-22-004

R0349783
CASTLE PINES NORTH METRO DISTRICT
7125 MONARCH BLVD
TR IN NE1/4NW1/4 9-7-67 1.489 AM/L
2351-092-00-001

R0349353
CASTLE PINES NORTH METROPOLITAN DISTRICT
7390 MONARCH BLVD
PT OF THE E1/2 4-7-67 LYING W OF CASTLE PINES NORTH FILING #6 & SOUTH
OF CASTLE PINES PARKWAY 8.37 AM/L

2351-044-00-001

R0475273

CASTLE PINES NORTH METROPOLITAN DISTRICT
7681 MONARCH BLVD
TRACT A CASTLE PINES NORTH 29 1ST AMENDMENT 0.75 AM/L
2351-042-18-020

R0335684

CASTLE PINES NORTH METROPOLITAN DISTRICT
8100 MONARCH BLVD
TR IN SE1/4 33-6-67. 0.5125 AM/L 621-83
2231-334-00-007

R0425478

CASTLE PINES NORTH METROPOLITAN DISTRICT
12301 MONARCH BLVD
TRACT A CASTLE PINES NORTH #27 9.630 AM/L
2231-322-01-013

R0425480

CASTLE PINES NORTH METROPOLITAN DISTRICT
7405 SERENA DR
PT TRACT B CASTLE PINES NORTH #27 3.513 AM/L MTD #0425479
2231-332-10-006

R0415879

CASTLE PINES NORTH METROPOLITAN DISTRICT
7485 SERENA DR
TRACT A GREEN VALLEY #1B 34.420 AM/L
2231-332-02-003

R0332992

CASTLE PINES NORTH METROPOLITAN DISTRICT
7404 YORKSHIRE DR
LOT 1 CASTLE PINES NORTH PHASE 1 2ND REPLAT OF A PORTION OF TRACT 2
1.29 AM/L AKA VISITORS CENTER
2351-044-01-003

P0350131

CASTLE PINES NORTH METROPOLITAN DISTRICT
7404 YORKSHIRE DR
2351-044-01-003

R0332988

CASTLE PINES NORTH METROPOLITAN DISTRICT

7893 YORKSHIRE DR
TRACT B CASTLE PINES NORTH PHASE 1 A REPLAT OF PORTION OF TRACT 1
AKA CASTLE PINES NORTH 16 0.23 AM/L
2351-041-01-011

R0419121
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C CASTLE PINES NORTH #12 0.620 AM/L
2351-042-15-006

R0421125
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT E CASTLE PINES NORTH #15B 0.011 AM/L
2231-333-15-006

R0421539
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A CASTLE PINES NORTH #16 7.357 AM/L
2231-333-09-067

R0424575
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B CASTLE PINES NORTH #14 2.490 AM/L
2231-324-12-078

R0424751
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT K ROMAR WEST 0.710 AM/L
2231-322-01-046

R0424759
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT R ROMAR WEST 3.389 AM/L
2231-322-01-015

R0425482
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C CASTLE PINES NORTH #27 1.067 AM/L
2231-321-05-022

R0425483
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT D CASTLE PINES NORTH #27 1.293 AM/L
2231-321-06-036

R0425487
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
MOST TRACT E CASTLE PINES NORTH #27 13.455 AM/L MTD #0425485 & 0425492
2231-321-08-002

R0425492
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PT TRACT E CASTLE PINES NORTH #27 1.359 AM/L MTD #0425487
2231-321-08-003

R0425517
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT L CASTLE PINES NORTH #27 1.134 AM/L
2231-324-12-001

R0425563
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT DD CASTLE PINES NORTH #27 5.222 AM/L
2231-321-09-002

R0431631
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT O1 CASTLE PINES NORTH FILING 27 AMENDMENT 2 TOTAL ACREAGE
0.723 AM/L
2231-324-11-007

R0435898
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C BLOCK 2 CASTLE PINES NORTH FILING 14, AMENDMENT 1 TOTAL
ACREAGE .17 AM/L
2231-324-12-091

R0436710

CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT H1 CASTLE PINES NORTH FILING #27 3RD AMD TOTAL ACREAGE 0.282
AM/L
2231-332-13-002

R0436985
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT G-1 GREEN VALLEY FILING 1B AMENDMENT 1 6.150 AM/L
2231-332-02-005

R0333043
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT L CASTLE PINES NORTH 1 0.280 AM/L
2351-044-09-005

R0350014
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
NEL'Y 10' STRIP OF LOT 7 TRACT 2 CASTLE PINES NORTH PHASE I (AKA 3RD
REPLAT OF PLANNING AREA R-2, REPLAT OF LOTS 4, 5, 6, & 7 BLOCK 2) 0.006
AM/L
2351-041-02-013

R0365597
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR IN NE1/4NE1/4 8-7-67 0.574 AM/L (WELL SITE)
2351-081-00-010

R0399965
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A (OPEN SPACE) CASTLE PINES NORTH #18A. 1.980 AM/L
2351-042-11-030

R0399977
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C (OPEN SPACE) CASTLE PINES NORTH #18A. 1.478 AM/L
2351-042-11-054

R0400997
CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address
TRACT Z CASTLE PINES NORTH #13A. 0.076 AM/L
2351-043-10-003

R0402297
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT W CASTLE PINES NORTH 19 0.03 AM/L
2351-081-01-002

R0403916
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART TRACT N CASTLE PINES NORTH #21 0.562 AM/L
2351-092-05-041

R0333182
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A CASTLE PINES NORTH #3 0.33 AM/L
2351-043-05-004

R0421122
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B CASTLE PINES NORTH #15B 2.048 AM/L
2231-332-07-001

R0424739
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C ROMAR WEST 2.095 AM/L
2231-322-10-025

R0425561
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT BB CASTLE PINES NORTH #27 0.272 AM/L
2231-321-09-001

R0425564
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT EE CASTLE PINES NORTH #27 1.044 AM/L
2231-321-01-046

R0435910
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT D BLOCK 2 CASTLE PINES NORTH FILING 14, AMENDMENT 1 TOTAL
ACREAGE .06 AM/L
2231-324-12-103

R0436706
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART OF TRACT F1 CASTLE PINES NORTH FILING #27 3RD AMD TOTAL
ACREAGE 2.592 AM/L
2231-321-07-047

R0399977
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C (OPEN SPACE) CASTLE PINES NORTH #18A. 1.478 AM/L
2351-042-11-054

R0400997
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT Z CASTLE PINES NORTH #13A. 0.076 AM/L
2351-043-10-003

R0402297
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT W CASTLE PINES NORTH 19 0.03 AM/L
2351-081-01-002

R0403916
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART TRACT N CASTLE PINES NORTH #21 0.562 AM/L
2351-092-05-041

R0392656
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
MOST OF TRACT B CASTLE PINES NORTH #12. 0.49 AM/L
2351-043-07-017

R0333182
CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address
TRACT A CASTLE PINES NORTH #3 0.33 AM/L
2351-043-05-004

R0439386
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT I-1 ROMAR WEST 1ST AMENDMENT 0.168 AM/L
2231-322-03-211

R0441646
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT H1-A ROMAR WEST 2ND AMENDMENT 12.10 AM/L
2231-322-03-231

R0455002
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR IN N1/2S1/2 3-7-67 4.304 AM/L
2351-033-00-001

R0455029
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT W1 CASTLE PINES NORTH 27 6TH AMD 2.206 AM/L
2351-051-04-020

R0498230
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C-1 LAGAE RANCH 1 1ST AMD 2.361 AM/L
2351-091-11-015

R0399926
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C (OPEN SPACE) CASTLE PINES NORTH #17A. 0.017 AM/L
2231-333-02-002

R0399970
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B (OPEN SPACE) CASTLE PINES NORTH #18A. 0.917 AM/L 1
2351-042-11-029

R0399978
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT D (OPEN SPACE) CASTLE PINES NORTH #18A. 1.419 AM/L
2231-333-07-006

R0343445
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART OF OUTLOT E BLK 1 CASTLE PINES N PHASE 1 REPLAT OF TRACT 4 .252
AM/L
2351-041-02-011

R0383203
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
IMPS ON PRIVATE PROPERTY ON LOT 2 COUNTRY CLUB @ CASTLE PINES
GOLF COURSE (UNDERGROUND WATER TANK) RLTD LAND R0612577
2351-093-01-032

R0392657
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART OF TRACT B CASTLE PINES NORTH #12. 0.31 AM/L
2351-054-01-001

R0392662
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT G CASTLE PINES NORTH #12. 0.02 AM/L
2351-043-09-001

R0392779
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR IN SW1/4NW1/4 4-7-67. 0.599 AM/L ON NORTH SIDE OF CASTLE PINES
PARKWAY.
2351-042-00-005

R0417218
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
LOT 3 CASTLE PINES NORTH PHASE I 2ND REPLAT OF A PORTION OF TRACT 2
1.65 AM/L
2351-044-01-007

R0419196
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B CASTLE PINES NORTH #24 0.270 AM/L
2231-333-17-001

R0419199
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT E CASTLE PINES NORTH #24 4.020 AM/L
2231-324-04-023

R0419201
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT G CASTLE PINES NORTH #24 0.050 AM/L
2231-333-17-004

R0424577
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT D CASTLE PINES NORTH #14 3.010 AM/L
2231-321-09-054

R0425479
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
MOST OF TRACT B CASTLE PINES NORTH #27 12.324 AM/L MTD #0425480
2231-321-01-001

R0425508
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT I CASTLE PINES NORTH #27 0.175 AM/L
2231-321-09-003

R0425559
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT AA CASTLE PINES NORTH #27 10.139 AM/L
2231-321-09-031

R0425568
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT GG CASTLE PINES NORTH #27 0.162 AM/L

2231-321-06-001

R0428890

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT A CASTLE PINES NORTH FILING 5 AMENDMENT 3 TOTAL ACREAGE 0.228 AM/L

2351-042-06-024

R0428950

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT J CASTLE PINES NORTH FILING 28 TOTAL ACREAGE 1.091 AM/L

2351-054-08-006

R0431624

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT M1 CASTLE PINES NORTH FILING 27 AMENDMENT 2 TOTAL ACREAGE 0.400 AM/L

2231-324-12-082

R0431628

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT N1 CASTLE PINES NORTH FILING 27 AMENDMENT 2 TOTAL ACREAGE 6.110 AM/L

2231-324-10-013

R0328930

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT J CHARTER OAKS AMENDED 10.5312 AM/L

2351-032-02-009

R0436986

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT G-2 GREEN VALLEY FILING 1B AMENDMENT 1 0.148 AM/L

2231-332-02-006

R0439335

CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address

TRACT M-1 ROMAR WEST 1ST AMENDMENT 19.370 AM/L

2231-322-01-047

R0439387
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT S1 ROMAR WEST 1ST AMENDMENT 1.183 AM/L
2231-322-03-213

R0441647
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT J1-A ROMAR WEST 2ND AMENDMENT 7.973 AM/L
2231-322-03-232

R0372328
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT 5 CASTLE PINES NORTH PHASE I 28.83 AM/L
2351-041-04-106

R0465016
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR IN NW1/4NW1/4SW1/4 3-7-67 4.697 AM/L AKA PART OF PARCEL A
2351-033-00-004

R0424574
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A CASTLE PINES NORTH #14 1.600 AM/L
2231-332-14-012

R0424576
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C CASTLE PINES NORTH #14 0.030 AM/L
2231-321-09-055

R0425485
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PT TRACT E CASTLE PINES NORTH #27 4.603 AM/L MTD #0425487
2231-321-08-001

R0425515
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address

TRACT K CASTLE PINES NORTH #27 21.884 AM/L
2231-324-12-018

R0435897
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B1 BLOCK 2 CASTLE PINES NORTH FILING 14, AMENDMENT 1 TOTAL
ACREAGE .06 AM/L
2231-324-12-090

R0436705
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
MOST OF TRACT F1 CASTLE PINES NORTH FILING #27 3RD AMD TOTAL
ACREAGE 8.918 AM/L
2231-321-07-046

R0436707
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT H2 CASTLE PINES NORTH FILING #27 3RD AMD TOTAL ACREAGE .166
AM/L
2231-332-12-010

R0436708
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT CC1 CASTLE PINES NORTH FILING #27 3RD AMD TOTAL ACREAGE 2.019
AM/L
2231-332-12-011

R0436984
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PUBLIC STREETS LOCATED IN GREEN VALLEY FILING 1B AMENDMENT 1 AKA
SERENA DR 0.042 AM/L
2231-332-99-003

R0399924
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A (OPEN SPACE) CASTLE PINES NORTH #17A. 20.883 AM/L
2231-334-05-016

R0399925
CASTLE PINES NORTH METROPOLITAN DISTRICT

No Address
TRACT B (OPEN SPACE) CASTLE PINES NORTH #17A. 9.232 AM/L
2231-333-09-032

R0399979
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT E (OPEN SPACE) CASTLE PINES NORTH #18A. 1.973 AM/L
2351-041-07-010

R0403914
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT L CASTLE PINES NORTH #21 2.669 AM/L
2351-044-11-003

R0403917
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
PART TRACT N CASTLE PINES NORTH #21 0.263 AM/L
2351-092-05-042

R0411209
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR IN SE1/4 33-6-67 1.17 AM/L
2231-334-00-008

R0392655
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A CASTLE PINES NORTH #12. 0.18 AM/L
2351-054-02-001

R0365600
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TR NE1/4SW1/4 9-7-67 0.574 AM/L (WELL SITE)
2351-090-00-034

R0358466
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C CASTLE PINES NORTH #5 AMENDED .47 AM/L
2351-042-06-012

R0439336
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT L-1 ROMAR WEST 1ST AMENDMENT 3.194 AM/L
2231-322-01-049

R0364664
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT 3 CASTLE PINES NORTH PHASE #1 3.82 AM/L
2351-041-02-014

R0332994
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
LOT 2 CASTLE PINES NORTH PHASE 1 2ND REPLAT OF A PORTION OF TRACT 2
1.00 AM/L
2351-044-01-002

R0333283
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT E CASTLE PINES NORTH # 2 0.66 AM/L
2351-043-02-005

R0336378
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT A CASTLE PINES NORTH #6 0.18 AM/L
2351-041-06-001

R0336408
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT B CASTLE PINES NORTH #6 0.98 AM/L
2351-044-03-001

R0475294
CASTLE PINES NORTH METROPOLITAN DISTRICT
No Address
TRACT C CASTLE PINES NORTH 29 1ST AMENDMENT 0.1 AM/L
2351-042-19-019

R0478458
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address

TRACT R LAGAE RANCH 1 0.611 AM/L
2351-091-11-013

R0478630
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT M LAGAE RANCH 1 0.248 AM/L
2351-102-06-035

R0478436
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT U LAGAE RANCH 1 2.015 AM/L
2351-033-07-003

R0478477
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT E LAGAE RANCH 1 1.134 AM/L
2351-091-12-019

R0478629
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT L LAGAE RANCH 1 0.347 AM/L
2351-102-06-034

R0478563
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT K LAGAE RANCH 1 0.776 AM/L
2351-102-04-040

R0478564
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT P LAGAE RANCH 1 0.268 AM/L
2351-102-04-041

R0478444
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT S LAGAE RANCH 1 5.294 AM/L
2351-034-02-001

R0478507

NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT J LAGAE RANCH 1 0.694 AM/L
2351-102-02-020

R0478595
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT G LAGAE RANCH 1 0.410 AM/L
2351-102-05-031

R0478631
NORTH PINE VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT N LAGAE RANCH 1 0.153 AM/L
2351-102-06-036

R0346487
CASTLE PINES NORTH METRO DISTRICT
No Address
TRACT E CASTLE PINES NORTH PARCEL R-13 SUB 6.63 AM/L (COMMUNITY
OPEN SPACE)
2351-051-02-008

R0496706
NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT J CASTLE PINES TOWN CENTER 2 15.978 AM/L
2351-101-03-002

R0496793
NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT D CASTLE PINES TOWN CENTER 2 0.565 AM/L
2351-102-13-009

R0496854
NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT B CASTLE PINES TOWN CENTER 2 1.002 AM/L
2351-103-04-015

R0496725
NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1
No Address
TRACT C CASTLE PINES TOWN CENTER 2 2.105 AM/L

2351-102-10-019

R0496766

NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1

No Address

TRACT E CASTLE PINES TOWN CENTER 2 0.547 AM/L

2351-102-11-041

R0496767

NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1

No Address

TRACT F CASTLE PINES TOWN CENTER 2 5.618 AM/L

2351-102-11-042

R0496768

NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1

No Address

TRACT G CASTLE PINES TOWN CENTER 2 1.967 AM/L

2351-102-11-043

R0496824

NORTH PINES VISTAS METROPOLITAN DISTRICT NO 1

No Address

TRACT A CASTLE PINES TOWN CENTER 2 4.824 AM/L

2351-103-02-030

EXHIBIT A

<u>Classification</u>	<u>Description</u>
LAND IMP-TREES/SEED	The Retreat Park
LAND IMP-TREES/SEED	Office
LAND IMP-TREES/SEED	Castle Pines Pkwy
LAND IMP-TREES/SEED	North Open Space
LAND IMP-TREES/SEED	Water Treatment Plant
LAND IMP-TREES/SEED	South Open Space
LAND IMP-TREES/SEED	Monarch Filing Five
LAND IMP-TREES/SEED	Buffalo Trail
LAND IMP-TREES/SEED	Coyote Ridge Park
LAND IMP-TREES/SEED	Monarch Blvd. North
LAND IMP-TREES/SEED	Daniel's Gate Road
LAND IMP-TREES/SEED	Buffalo Ridge Elem, Trail
LAND IMP-TREES/SEED	Daniel's Gate Park
LAND IMP-TREES/SEED	Esperanza Gap
LAND IMP-TREES/SEED	Arco Iris
Land and Improvements	
PARKING LOTS	Coyote Ridge (upper)
PARKING LOTS	Coyote Ridge (lower)
PARKING LOTS	Retreat
PARKING LOTS	Comm. Center
Parking Lots	
PARKS,BLDG & EQUIP	Community Center Building (original)
PARKS,BLDG & EQUIP	Retreat Park - playground
PARKS,BLDG & EQUIP	Community Center Building (addition)
PARKS,BLDG & EQUIP	Coyote Ridge Park- structure
PARKS,BLDG & EQUIP	Coyote Ridge Park- playground
PARKS,BLDG & EQUIP	Daniel's Gate Park- structure
PARKS,BLDG & EQUIP	Daniel's Gate Park- playground
PARKS,BLDG & EQUIP	Daniel's Gate Park- fence
PARKS,BLDG & EQUIP	Coyote Ridge Park- concrete bridge
PARKS,BLDG & EQUIP	North Open Space - #1 bridge
PARKS,BLDG & EQUIP	North Open Space- #2 bridge
PARKS,BLDG & EQUIP	South Open Space - wooden bridge
PARKS,BLDG & EQUIP	Shrub replacement
PARKS,BLDG & EQUIP	Dead Scrub Oak removal
PARKS,BLDG & EQUIP	Arco Iris Project - landscaping
PARKS,BLDG & EQUIP	Landscaping
PARKS,BLDG & EQUIP	Median replacement projects - landscaping
PARKS,BLDG & EQUIP	Erosion control - landscaping
PARKS,BLDG & EQUIP	23 inches Fiberglass pole & street light
PARKS,BLDG & EQUIP	Coyote Ridge Park - picnic tables, trash cans

PARKS,BLDG & EQUIP	Coyote Ridge Park (2005-\$19,507/2006-\$184,622)
PARKS,BLDG & EQUIP	Landscaping - Arco Iris, Esperanza, Ventana
PARKS,BLDG & EQUIP	Retreat Park - playground equipment
PARKS,BLDG & EQUIP	Community Center Bldg -Carpet
PARKS,BLDG & EQUIP	Central Control Irrigation - various locations
PARKS,BLDG & EQUIP	Park restrooms (CTF project)
PARKS,BLDG & EQUIP	Basketball Courts (2)

Parks, Buildings & Equipment

CONCRETE TRAILS	CPP+Monarch/Deer Clover
CONCRETE TRAILS	CPP+Yorkshire/Monarch
CONCRETE TRAILS	CPP/Monarch/Hidden Point Blvd
CONCRETE TRAILS	Hidden Point Blvd/"Y "Trail
CONCRETE TRAILS	CPP/Deer Clover/Buffalo Trail
CONCRETE TRAILS	Buffalo Trail/CPP/Vista Loop
CONCRETE TRAILS	Buffalo Trail/Vista Loop/N.Monarch
CONCRETE TRAILS	CPP+Monarch/Tenby Wy/Open Space
CONCRETE TRAILS	Tenby Wy/Monarch
CONCRETE TRAILS	Hidden Point Blvd+Monarch/Winterberry Dr
CONCRETE TRAILS	Winterberry+Monarch/District Line
CONCRETE TRAILS	Monarch+Daniel's Gate Rd/Daniel's Gate Park
CONCRETE TRAILS	Daniel's Gate Rd/Open Space past shelter
CONCRETE TRAILS	Daniel's Gate Rd/Topaz Vista Rd
CONCRETE TRAILS	Monarch+Catarata Wy./Winterberry
CONCRETE TRAILS	CPP+Yorkshire/King Sooper's parking lot
CONCRETE TRAILS	Trail replacement/landscaping projects in 2006
CONCRETE TRAILS	LD-2 trail, Monarch underpass, LD-5 trail
CONCRETE TRAILS	Whisper Canyon Trail
CONCRETE TRAILS	Coyote Ridge Extension Trail
CONCRETE TRAILS	Trail at CC and Trail at Monarch across from Xeri

Concrete Trails

ASPHALT TRAILS	Yorkshire/LS3/North Bridge
ASPHALT TRAILS	Monarch/Briardale +Briarcliff/LS3
ASPHALT TRAILS	Glenn Oaks/Monarch
ASPHALT TRAILS	North Bridge/South Bridge/North Open Space
ASPHALT TRAILS	South Bridge

Asphalt Trails

EXHIBIT B

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Seller**”), whose address is _____, for the consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, does hereby sell and transfer to the **CITY OF CASTLE PINES**, a Colorado home rule municipality (“**Buyer**”), whose street address is 360 Village Square Lane, Suite B, Castle Pines, CO 80108, the following described personal property located in the County of Douglas, State of Colorado:

[INSERT DESCRIPTION THAT CLEARLY IDENTIFIES PERSONAL PROPERTY]

Seller warrants that it is the lawful owner in every respect of all of the above described personal property and that the same is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller and its successors and assigns to warrant and defend the title to all of the above described personal property to Buyer and its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

This Bill of Sale shall be effective as to the transfer of all personal property identified herein as of _____, 202__, and is HEREBY EXECUTED on this the __ day of _____, 201__.

CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Title: _____

STATE OF _____ }
 }ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.
Witness my hand and official seal.

My commission expires: _____.

Notary Public