

ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
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NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chip Besse	President	2022/May 2022
Jolene Larson	Treasurer	2022/May 2022
Robert Cyman	Secretary	2022/May 2022
VACANT		2023/May 2023
VACANT		2023/May 2023

DATE: September 24, 2021

TIME: 11:00 a.m.

PLACE: CONFERENCE BRIDGE 1-877-250-4161; PASSCODE 8144161.

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notices.

C. Review and approve the Minutes of the June 25, 2021 Special Meeting (enclosure).

II. PUBLIC COMMENT

A. Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes per person.

III. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of District No. 1 claims for the period ending as follows (enclosures):

Fund	Period Ending June 30, 2021	Period Ending July 31, 2021	Period Ending August 31, 2021
General	\$ 2,346.47	\$ 3,271.50	\$ 6,073.23
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 2,346.47	\$ 3,271.50	\$ 6,073.23

- B. Review and accept the unaudited financial statements through the period ending June 30, 2021 and Schedule of Cash Position as of June 30, 2021 for District No. 1 (enclosure).
-

IV. LEGAL MATTERS

- A. Review and discuss timeline for issuance of the Bonds (enclosure).
-
- B. Ratify engagement of King & Associates Inc. to provide market study (enclosure).
-
- C. Ratify Roam Highway 40 Left Turn Extension Agreement between Roam Metropolitan District No. 1 and Mountain States Snowcats (enclosure).
-
- D. Approve Resolution No. 2021-09-01 Second Amended and Restated Meeting Resolution (enclosure).
-
- E. Approve Resolution No. 2021-09-02 Amended and Restated Resolution Providing for the Imposition of a Recreation Center Maintenance Fee (enclosures).
-
- F. Update regarding covenant enforcement legislation.
-

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Discuss Phase I work awaiting Town initial acceptance and escrow/surety for the same (to be distributed).
-
- B. Review and consider approval/status of Cost Certification Report No. 7 prepared by IDES in the amount of \$155,721.49 (enclosure).
-

VI. OTHER MATTERS

- A. Discuss the status of open space in Filing 1 for Phase 2.
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 1, 2021.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD JUNE 25, 2021

A Special Meeting of the Boards of Directors (the “Boards”) of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as “District No. 1”, “District No. 2” and “District No. 3,” and collectively, the “Districts”) was duly held on Friday, the 26th day of June, 2021, at 11:00 a.m. Due to 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 was held by conference call without any individuals (neither District Representatives nor the general public) attending in person. The meeting was open to the public via conference call as follows: 1-877-250-4161; passcode 8144161.

Directors In Attendance Were:

Jolene Larson
Robert Cyman
Byron (Chip) Besse

Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. (“SDMS”)

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Kim Fiore; Independent District Engineering Services, LLC (“IDES”)

Bob Fanch; Fraser River Development Co LLC

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Pogue discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of Directors of the Districts determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be so reflected in these Minutes.

ADMINISTRATIVE MATTERS

Agenda: Mr. Ruthven reviewed with the Boards a proposed Agenda for the Districts' Special Meeting.

Following discussion, upon motion duly made by Director Larson, seconded by Director Cyman and, upon vote unanimously carried, the Agenda for the Districts' Special Meeting was approved, as amended.

Minutes: The Boards reviewed the Minutes of the March 26, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Larson, seconded by Director Cyman and, upon vote unanimously carried, the Boards approved the Minutes of the March 26, 2021 Special Meeting.

2021 SDA Conference: Mr. Ruthven discussed the SDA Conference with the Board, and noted the information concerning the details of the conference will be emailed to them once the information is available.

Election of Officers: The Board entered into discussion regarding the election of officers.

Following discussion, upon motion duly made by Director Larson, seconded by Director Cyman and, upon vote, unanimously carried, the following slate of officers was elected to each of District No. 1, District No. 2, and District No. 3:

President	Byron (Chip) Besse
Treasurer	Jolene Larson
Secretary	Robert Cyman

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending March 31, 2021	Period Ending April 27, 2021	Period Ending May 31, 2021
General	\$ 8,383.57	\$ 9,492.49	\$ 6,828.19
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,383.57	\$ 9,492.49	\$ 6,828.19

Following discussion, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the Board of District No. 1 ratified approval of the payment of claims, as presented.

Financial Statements: Mr. Ruthven reviewed with the Board the unaudited financial statements through the period ending March 31, 2021 and Schedule of Cash Position as of March 31, 2021 for District No. 1.

Following review, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the Board approved the unaudited financial statements through the period ending March 31, 2021 and Schedule of Cash Position as of March 31, 2021 for District No. 1, as presented.

2020 Application for Exemption from Audit: The Board discussed the requirements for an audit.

Following review and discussion, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the Board approved execution of the Application for Exemption from Audit for 2020.

2022 Budget Preparation: The Board discussed the preparation of the 2022 Budget.

Following discussion, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2022 Budget. The Board determined to hold the public hearing to consider adoption of the 2022 Budget on December 1, 2021, at 11:00 a.m., at the Green Spaces Location in Winter Park, 78311 U.S. Highway 40, Building G, Winter Park, Colorado 80482 or virtually pending COVID-19 restrictions.

LEGAL MATTERS

Engagement of Piper Sandler as Underwriter for Series 2021 Bonds: The Board entered into discussion regarding the engagement of Piper Sandler as underwriter for Series 2021 Bonds.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Besse, seconded by Director Cyman and, upon vote, unanimously carried, the Board approved the engagement of Piper Sandler as underwriter for Series 2021 Bonds

Engagement of Bond Counsel and Disclosure Counsel for Series 2021 Bonds:

The Board entered into discussion regarding the engagement of Ballard Spahr as bond counsel and Thompson Coburn as disclosure counsel for Series 2021 Bonds.

Following discussion, upon motion duly made by Director Besse, seconded by Director Cyman and, upon vote, unanimously carried, the Board approved the engagement of Ballard Spahr bond counsel and Thompson Coburn as disclosure counsel for Series 2021 Bonds.

Finance Committee: The Board entered into discussion regarding creating a Finance Committee.

Following discussion, upon motion duly made by Director Besse, seconded by Director Cyman and, upon vote, unanimously carried, the Board appointed Director Besse, Mr. Ruthven and Attorney Pogue to the Finance Committee. The Board further authorized the Finance Committee to obtain proposals from bond counsel, disclosure counsel, marketing study consultants and bring proposals to the Board for approval and to move forward with the financing transaction.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Phase I Improvements: The Board entered into discussion regarding Phase I Improvement work awaiting the Town of Winter Park initial acceptance and escrow/surety requirements for the same. Attorney Pogue noted for the Board that he is still working with Land Title Guarantee Company to obtain necessary signatures. Director Besse indicated the Town Manager and Town Planner appear to be ok with the Escrow Agreement.

OTHER BUSINESS

Open Space in Filing 1: There was no update at this time.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards at this time, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Roam 1-3 Metropolitan District

June-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Icenogle Seaver Pogue	20037	5/31/2021	6/10/2021	\$ 1,535.98	Legal	1675
Special District Management Services	D2 05/2021	5/31/2021	5/31/2021	\$ 28.00	Management	1680
Special District Management Services	D2 05/2021	5/31/2021	5/31/2021	\$ 2.80	Miscellaneous	1685
Special District Management Services	D1 05/2021	5/31/2021	5/31/2021	\$ 574.00	Accounting	1612
Special District Management Services	D1 05/2021	5/31/2021	5/31/2021	\$ 98.00	Management	1680
Special District Management Services	D1 05/2021	5/31/2021	5/31/2021	\$ 6.89	Miscellaneous	1685
Special District Management Services	D3 05/2021	5/31/2021	5/31/2021	\$ 84.00	Management	1680
Special District Management Services	D3 05/2021	5/31/2021	5/31/2021	\$ 2.80	Miscellaneous	1685
Special District Management Services	D3 05/2021	5/31/2021	5/31/2021	\$ 14.00	Audit	1615
				\$ 2,346.47		

**Roam 1-3 Metropolitan District
June-21**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 2,346.47	\$ -	\$ -	\$ 2,346.47
				\$ -
Total Disbursements from Checking Acct	\$2,346.47	\$0.00	\$0.00	\$2,346.47

**Roam 1-3 Metropolitan District
July-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Icenogle Seaver Pogue	20175	6/30/2021	6/30/2021	\$1,985.50	Legal	1675
Special District Management Services	D1 06/2021	6/30/2021	6/30/2021	\$ 518.00	Accounting	1612
Special District Management Services	D1 06/2021	6/30/2021	6/30/2021	\$ 728.00	Management	1680
Special District Management Services	D1 06/2021	6/30/2021	6/30/2021	\$ 5.80	Miscellaneous	1685
Special District Management Services	D3 06/2021	6/30/2021	6/30/2021	\$ 14.00	Accounting	1612
Special District Management Services	D3 06/2021	6/30/2021	6/30/2021	\$ 2.80	Miscellaneous	1685
Special District Management Services	D2 06/2021	6/30/2021	6/30/2021	\$ 14.00	Accounting	1612
Special District Management Services	D2 06/2021	6/30/2021	6/30/2021	\$ 3.40	Miscellaneous	1685

\$3,271.50

**Roam 1-3 Metropolitan District
July-21**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 3,271.50	\$ -	\$ -	\$ 3,271.50
				\$ -
Total Disbursements from Checking Acct	\$3,271.50	\$0.00	\$0.00	\$3,271.50

**Roam 1-3 Metropolitan District
August-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
IDES, LLC	21819	6/30/2021	6/30/2021	\$ 1,502.32	Engineering Fees	1690
Icenogle Seaver Pogue	20324	7/31/2021	7/31/2021	\$3,506.60	Legal	1675
Special District Management Services	D1 07/2021	7/31/2021	7/31/2021	\$ 112.00	Management	1680
Special District Management Services	D1 07/2021	7/31/2021	7/31/2021	\$ 840.00	Accounting	1612
Special District Management Services	D1 07/2021	7/31/2021	7/31/2021	\$ 39.91	Miscellaneous	1685
Special District Management Services	D2 07/2021	7/31/2021	7/31/2021	\$ 14.00	Management	1680
Special District Management Services	D2 07/2021	7/31/2021	7/31/2021	\$ 14.00	Accounting	1612
Special District Management Services	D2 07/2021	7/31/2021	7/31/2021	\$ 1.00	Miscellaneous	1685
Special District Management Services	D3 07/2021	7/31/2021	7/31/2021	\$ 14.00	Management	1680
Special District Management Services	D3 07/2021	7/31/2021	7/31/2021	\$ 28.00	Accounting	1612
Special District Management Services	D3 07/2021	7/31/2021	7/31/2021	\$ 1.40	Miscellaneous	1685
				\$6,073.23		

Roam 1-3 Metropolitan District
August-21

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 6,073.23	\$ -	\$ -	\$ 6,073.23
				\$ -
Total Disbursements from Checking Acct	\$6,073.23	\$0.00	\$0.00	\$6,073.23

ROAM METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
June 30, 2021

	Operating	Capital Projects	Total
Checking:			
Cash in Bank-First Bank	\$ (3,932.98)	\$ -	\$ (3,932.98)
TOTAL FUNDS:	\$ (3,932.98)	\$ -	\$ (3,932.98)

2021 Mill Levy Information

Certified General Fund Mill Levy	55.664
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Board of Directors

- * Chip Besse
- * Jolene Larson
- Robert Cyman

* authorized signer on the checking account

ROAM METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

June 30, 2021

ROAM METROPOLITAN DISTRICT NO. 1
Combined Balance Sheet - All Fund Types and Account Groups
June 30, 2021

	<u>GENERAL</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets				
Cash in Bank - FirstBank	\$ (3,933)	\$ -	\$ -	\$ (3,933)
Total Current Assets	<u>(3,933)</u>	<u>-</u>	<u>-</u>	<u>(3,933)</u>
Other Debits				
Amount to be Provided for Debt	-	\$ -	172,262	172,262
Total Other Debits	<u>-</u>	<u>-</u>	<u>172,262</u>	<u>172,262</u>
Total Assets	<u>\$ (3,933)</u>	<u>\$ -</u>	<u>\$ 172,262</u>	<u>\$ 168,329</u>
Liabilities				
Dev Adv - Operations	\$ -	\$ -	\$ 151,018	\$ 151,018
Dev Adv - Ops Accrued Int	-	-	10,791	10,791
Dev Adv - Capital	-	-	10,337	10,337
Dev Adv - Cap Accrued Int	-	-	116	116
Total Liabilities	<u>-</u>	<u>-</u>	<u>172,262</u>	<u>172,262</u>
Fund Balance				
Fund Balance	5,354	-	-	5,354
Current Year Earnings	(9,287)	-	-	(9,287)
Total Fund Balances	<u>(3,933)</u>	<u>-</u>	<u>-</u>	<u>(3,933)</u>
Total Liabilities and Fund Balance	<u>\$ (3,933)</u>	<u>\$ -</u>	<u>\$ 172,262</u>	<u>\$ 168,329</u>

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 30, 2021
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 17,870	\$ 21,316	\$ 200,000	\$ (178,684)	10.7%
Property Tax Revenue	-	1,649	1,649	(0)	100.0%
Specific Ownership Taxes	32	43	99	(56)	43.6%
Total Revenues	<u>17,902</u>	<u>23,008</u>	<u>201,748</u>	<u>(178,740)</u>	<u>11.4%</u>
Expenditures					
Audit	616	616	-	(616)	-
Accounting	2,786	4,676	10,500	5,824	44.5%
Management	1,667	4,033	12,500	8,467	32.3%
Insurance/SDA Dues	-	8,525	10,000	1,475	85.2%
Legal	11,432	16,624	25,000	8,376	66.5%
Miscellaneous	430	732	1,000	268	73.2%
Treasurer's Fees	82	82	25	(57)	329.8%
Road Maintenance	-	-	25,000	25,000	0.0%
Landscape Maintenance	-	-	50,000	50,000	0.0%
River Maintenance	-	-	10,000	10,000	0.0%
Contingency	-	-	50,000	50,000	0.0%
	<u>17,013</u>	<u>35,289</u>	<u>194,025</u>	<u>158,736</u>	<u>18.2%</u>
Excess (Deficiency) of Revenues Over Expenditures	889	(12,280)	7,723	(20,003)	
Other Financing Sources (Uses)					
Transfer from District No. 2	2,744	2,938	3,152	(214)	
Transfer from District No. 3	55	55	59	(4)	
Emergency Reserve	-	-	(52)	52	
Total Other Financing Sources (Uses)	<u>2,799</u>	<u>2,993</u>	<u>3,159</u>	<u>(166)</u>	
Change in Fund Balance	3,687	(9,287)	10,882	(20,169)	
Beginning Fund Balance	(7,620)	5,354	5,872	(518)	
Ending Fund Balance	<u>\$ (3,933)</u>	<u>\$ (3,933)</u>	<u>\$ 16,754</u>	<u>\$ (20,687)</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 6 Months Ending
June 30, 2021

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 10,337	\$ 10,337	\$ 100,000	\$ (89,663)	10.3%
Total Revenues	<u>10,337</u>	<u>10,337</u>	<u>100,000</u>	<u>(89,663)</u>	<u>10.3%</u>
Expenditures					
Engineering	2,057	10,337	80,000	69,663	12.9%
Total Expenditures	<u>2,057</u>	<u>10,337</u>	<u>80,000</u>	<u>69,663</u>	<u>12.9%</u>
Excess (Deficiency) of Revenues Over Expenditures	8,280	-	20,000	(20,000)	
Beginning Fund Balance	(8,280)	-	(16,000)	16,000	
Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ (4,000)</u>	



PROPOSAL FOR PROFESSIONAL PLANNING AND ECONOMIC SERVICES

TO: Roam Metropolitan Districts Nos. 1 - 3.

FROM: King & Associates, Inc.

DATE: July 27, 2021

FOR: Residential and commercial market analysis.

OBJECTIVE: To prepare a residential and commercial market analysis for Roam Metropolitan Districts Nos. 1 - 3 located in the Town of Winter Park, Grand County, Colorado.

BACKGROUND: Roam Metropolitan Districts Nos. 1 - 3 are located in the Town of Winter Park, Grand County, Colorado and is planned to include commercial space and residential units. A market study addressing residential and commercial development potential within the Districts has been requested by the project underwriter.

SCOPE OF SERVICES

Task 1: Residential and Commercial Market Analysis

King & Associates, Inc. will complete a real estate market analysis addressing residential and commercial land uses planned in Roam Metropolitan Districts Nos. 1 - 3, located in the Town of Winter Park, Grand County, Colorado. The analysis will address residential market supply and demand factors such as employment, demographics and development trends in the vicinity (trade area) of the project and will also address competitive residential development projects within the trade area. The market analysis will focus directly on project feasibility and likely absorption timing within the Districts. In addition, commercial market trends will also be addressed with regard to type and scale of proposed development in the Districts (mixed-use, hotel). Location factors, market trends and competitive projects will be reviewed for the various commercial development components anticipated in the Districts.

Timing, Budget and Work Product

The work product for Task 1 will entail a market analysis report detailing the findings outlined within the work scope. The project budget is \$15,000. Project timing is three to four weeks once the Districts have signed this agreement and given notice to proceed with the project. Additionally, purchase of demographic and commercial market data may be necessary at an approximate cost of \$500 - \$1,000.



AGREEMENT FOR PROFESSIONAL PLANNING AND ECONOMIC SERVICES

Between: Roam Metropolitan Districts Nos. 1 - 3.
And: King & Associates, Inc.
For: Residential and commercial market analysis.
Objective: To prepare a residential and commercial market analysis for Roam Metropolitan Districts Nos. 1 - 3 located in the Town of Winter Park, Grand County, Colorado.
Budget: Tasks 1: \$15,000, plus potential market data costs not to exceed \$1,000.
Advance: \$1,000

Hourly rates for King & Associates, Inc.:

Luke Kelly \$150, Bruce Martin \$150, Associates \$35-\$100

Direct Expenses:

All other expenses for printing, reproduction, computer time, telephone, photocopying, travel, etc., are in addition to labor charges and are charged at actual cost plus 10%.

Authorization to Proceed:

Services covered by this authorization shall be performed in accordance with provisions stated in the attached Exhibit A. Invoices will be submitted on a monthly basis and, beyond the Advance, are due and payable as indicated per each invoice.

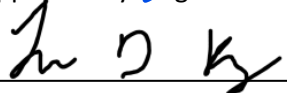
This fee estimate is subject to revision if the project entails more time than estimated or if problems are encountered that are unforeseeable at the commencement of the project. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made.

Approved by Client:



Date 8/13/21

Approved by King & Associates, Inc.



Date July 27, 2021



EXHIBIT A

ATTACHED TO PROFESSIONAL PLANNING SERVICES AGREEMENT BY AND BETWEEN KING & ASSOCIATES, INC. AND CLIENT

The terms and conditions contained in this Exhibit are attached to the referenced Agreement and are incorporated therein.

Payment: Should the Agreement provide for an advance fee, it shall be payable upon the execution of the Agreement.

Invoices for services, rendered and for costs and expenses will be submitted on a monthly basis. Final payment for all services and for all costs and expenses shall be due upon completion of the work contemplated by the Agreement.

Advances received by King & Associates, Inc. will be deducted from the first billing.

Invoices are due and payable upon receipt. Should payment not be made within thirty (30) days of the invoice date, the amount unpaid shall bear service charges at the rate of 1% per month commencing thirty (30) days from the statement date. If payment is not made within thirty (30) days of the invoice date, work may be suspended until payment has been received.

Arbitration: In the event of any dispute arising under the terms of this Agreement or in the event of nonpayment and the matter is turned over to another party for collection, the party prevailing in such dispute or action shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees and court costs from the other party. Fees shall be awarded and paid whether such dispute is settled through litigation, arbitration, or through amicable settlement.

Termination: This Agreement may be terminated without cause by either party by written notice from one party to the other at least seven (7) days prior to termination. Upon termination, payment will be made to King & Associates, Inc. as covered above for all services authorized and performed, plus reimbursable expenses up to the date of termination.

Limitation of Liability: The Client agrees to limit King & Associates, Inc.'s liability for any cause or combination of causes in aggregate, to an amount no greater than the fee earned.

**AGREEMENT BETWEEN ROAM METROPOLITAN DISTRICT NO. 1 and
MOUNTAIN STATES SNOWCATS; UNIT PRICE**

DISTRICT: **ROAM METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado, having a business address of 1500 Wynkoop Street, Suite 200 Denver, CO 80202.

CONTRACTOR: **MOUNTIAN STATES SNOWCATS, INC.**, an S-Corporation registered in the state of Wyoming, having a business address of 1933 Main Street, Suite 4-2, Torrington, WY 82240

PROJECT: **ROAM – Hwy 40 Left Turn Extension**

In consideration of the mutual covenants contained herein, District and Contractor, (District or Contractor may be referred to herein as a “Party” and collectively as the “Parties”) agree as follows:

Article 1
Scope of Work

1.1 Contractor shall provide construction services and traffic control in connection with the ROAM – HWY 40 LEFT TURN EXTENSION and shall provide all material, equipment, tools and labor, necessary to complete the work described in and reasonably inferable from the Contract Documents (the “Work”).

1.2 The Engineer, as defined by the General Conditions, shall be Bill Hayne, P.E. of LTD Engineering & Consulting, who can be reached at wwhayne4@gmail.com.

Article 2
Contract Documents

2.1 The Contract Documents, which include this Agreement, all exhibits and written amendments hereto, and Contractor’s completed bid form, bonds and certificate of insurance, the drawings and specifications, and all notices required or permitted to be furnished under the Contract Documents, and all addenda, change orders, directives and modifications issued thereunder, constitute the entire agreement between the District and the Contractor regarding performance of the Work. The Contract Documents also include the following, which are expressly incorporated herein:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid Form

- d. Bid Schedule
- e. Bid Bond
- f. Payment, Performance & Warranty Bond
- g. Notice of Award
- h. Notice to Proceed
- i. Change Orders
- j. Certificate of Substantial Completion
- k. Certificate of Final Completion
- l. Lien Waiver and Release
- m. General Conditions (including the Supplementary and Special Conditions)

Article 3 **Interpretation and Intent**

3.1 The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

3.2 Terms, words and phrases used in the Contract Documents, including this Agreement, are defined in the General Conditions.

3.3 The Contract Documents form the entire agreement between District and Contractor. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

Article 4 **Contract Time**

4.1 Date of Commencement: Contractor shall commence the Work by the deadline set forth in the notice to proceed, unless the Parties mutually agree otherwise in writing.

4.2 Substantial Completion Date: August 13th, 2021.

4.3 Final Completion Date – August 20th, 2021

4.3.1 All of the dates set forth in this Article 4 (“Contract Time(s)”) shall be subject to adjustment in accordance with Article 7 of the General Conditions.

4.4 Time is of Essence. Time is of the essence with respect to the dates and times set forth in the Contract Documents.

4.5 Liquidated Damages. The Parties agree that District will suffer damages which are difficult to determine and accurately specify if the Substantial Completion is not attained by the Substantial Completion Date. Therefore, subject to the General Conditions, Contractor agrees that if Substantial Completion is not attained by the Substantial Completion Date, Contractor shall pay District Two Thousand Dollars (\$2,000.00) as liquidated damages for each day that Substantial Completion is delayed beyond the Substantial Completion Date.

Article 5 **Contract Price**

5.1 Contract Price. District shall pay Contractor in accordance with Article 15 of the General Conditions the sum of **Seventy Three Thousand Six Hundred Thirty Four and 75/100 (\$73,634.75)** subject to adjustments made in accordance with the General Conditions. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by the Legal Requirements. Estimated quantities contained in the Bid Schedule are not guaranteed and determinations of actual quantities shall be made by the Owner's Representative as set forth in the General Conditions.

Article 6 **Duties of Contractor**

6.1 Professional Standards. Contractor will perform the Work in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar construction services in the Grand County, Colorado area at the time that the Work is performed.

6.2 Compliance with the Law. Contractor will, at its own expense, throughout the term of this Agreement, comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulation, requirements, guidelines, court rulings, and orders of all governmental authorities applicable to the Work.

6.3 Mechanics' and Materialmen's Liens. Contractor will (i) make timely payments to Contractor's employees, Subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against District and/or the Work resulting from Contractor's performance of the Work. If any lien is filed claiming by, through or under Contractor or the Work, Contractor will cause such lien to be discharged or bonded over within ten (10) days after its filing. If Contractor fails to cause such lien to be discharged or bonded over within such ten (10) day period, District, in addition to any other available remedy, may bond over or discharge the lien. In such case, District shall be entitled to recover from Contractor the amount it has expended to discharge the lien, including costs and attorneys' fees. District shall deliver an invoice to Contractor for such amounts, which invoices shall be due and payable no later than ten (10) days after delivery to Contractor. If not paid on or before the due date, the unpaid amount owed to District shall bear interest from the due date until paid at a rate of 12% per annum. At District's discretion, District may deduct from any payments

due to Contractor any amounts, all costs and attorneys' fees District has expended to discharge such lien.

Article 7 **Procedure for Payment**

7.1 Progress Payments Contractor shall submit Applications for Payment to Owner's Representative, and District shall make payments to Contractor, in accordance with Article 15 of the General Conditions.

7.2 Retainage on Progress Payments District will retain five percent (5%) of each Application for Payment.

7.3 Final Payment. Contractor shall submit its application for Final Payment to District in accordance with the General Conditions. District shall make Final Payment to Contractor in accordance with the General Conditions.

7.4 Interest. Payments due and unpaid by District to Contractor, excluding any payments in dispute, shall bear interest commencing ten (10) days after payment is due at the rate of twelve percent (12%) per annum.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed by Contractor pursuant to the Contract Documents, Contractor shall keep full and detailed accounts and exercise such control as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, District and District's accountants shall be afforded access from time to time, upon reasonable notice, to Contractor's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to changes in the Work performed, all of which Contractor shall preserve for a period of three (3) years after Final Payment.

Article 8 **Representatives of the Parties**

8.1 District's Representative

8.1.1 District has designated Bill Hayne with LTD Engineering & Consulting (970) 575-1025, wwhayne4@gmail.com, as its representative ("Owner's Representative"), who shall be District's single point of contact during the term of the Agreement and who shall be reasonably available to Contractor. District's Representative shall communicate regularly with Contractor. District's Representative shall also have the authority and responsibility for avoiding and resolving disputes under the General Conditions. District's Representative shall also be responsible for obtaining information and approvals required to be furnished by District by the

Contract Documents in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Contractor with prompt notice if he observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work.

8.2 Contractor's Representative

8.2.1 Contractor has designated Jeremy Straley as its representative ("Contractor's Representative"), who shall be Contractor's single point of contact during the term of this Agreement, who shall be reasonably available to District and who shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with District and shall be vested with the authority to act on behalf of Contractor. Contractor's Representative shall also have the authority and responsibility for avoiding and resolving disputes under the terms of General Conditions, and such other authority and responsibility as set forth in the Contract Documents.

Article 9 **Insurance and Bonds**

9.1 Insurance. Contractor shall procure insurance coverage and provide District with evidence of such coverage as more particularly set forth in Section 6.03 of the General Conditions. Contractor shall provide insurance coverage at the following policy limits:

- Workers' Compensation insurance at statutory limits.
- Employer's liability insurance with policy limits not less than \$2 million for each accident, \$2 million for each employee, and \$2 million for policy limit.
- Commercial General Liability – Claims Covered with policy limits of not less than \$2 million each occurrence and \$2 million general aggregate. Such insurance shall cover Contractor's Indemnification responsibilities in Section 7.18 of the General Conditions and all other indemnifications provided by Contractor in the General Conditions. Automobile liability with policy limits of \$2 million per accident.
- Pollution liability insurance with policy limits of not less than \$1 million per claim and \$1 million in the aggregate.

9.2 Bonds. Contractor shall furnish a Performance Bond and a Labor and Material Bond as more particularly set forth in Section 6.01 of the General Conditions.

Article 10 **Illegal Aliens**

10.1 Illegal Aliens. Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101, et seq., or as it may be amended from time to time during the term of this Agreement.

10.2 Employment or Contracting With Illegal Aliens. Contractor certifies that it does not

knowingly employ or contract with an illegal alien who will perform the Work under this Agreement, or will enter into a contract with a Subcontractor that fails to certify to Contractor that such Subcontractor does not knowingly employ or contract with an illegal alien to perform the Work.

10.3 Verification Regarding Illegal Aliens. Contractor represents, warrants, and agrees that Contractor has verified the employment eligibility of all employees, who are employed to perform the Work through participation in either the Electronic Employment Verification Program, or Employment Verification Program established pursuant to C.R.S. § 8-17.5-102 (5)(c) (collectively referred to as "Employment Verification Programs").

10.4 Limitation Regarding Programs. Contractor agrees that all screening of job applicants is to be completed through the Employment Verification Programs prior to the commencement of the Work under this Agreement.

10.5 Duty to Terminate a Subcontract. If Contractor obtains actual knowledge that a Subcontractor performing the Work knowingly employs or contracts with an illegal alien, Contractor shall:

i) notify Subcontractor and District within three (3) days that Contractor has actual knowledge that Subcontractor is employing or contracting with an illegal alien; and

ii) terminate the subcontract with Subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that Contractor has actual knowledge that Subcontractor is employing or contracting with an illegal alien, Subcontractor does not stop employing or contracting with the illegal alien.

Contractor shall not terminate the contract with Subcontractor if during such three (3) Days Subcontractor provides information to establish that Subcontractor has not knowingly employed or contracted with an illegal alien.

10.6 Duty to Comply with Investigation. Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

10.7 Damages for Breach of Agreement. Notwithstanding any provision of the Contract Documents to the contrary and in addition to any other legal or equitable remedy to which District may be entitled for a breach of this Agreement, if District terminates this Agreement, in whole or in part, due to Contractor's breach of any requirements of C.R.S § 8-17.5-101, et seq., Contractor shall be liable for actual and consequential damages to District.

10.8 Notification. District shall notify the office of the Colorado Secretary of State if Contractor violates a provision of C.R.S. § 8-17.5-102(2), and District terminates this

Agreement for such breach. District will notify the Colorado Secretary of State if a court made such a determination.

10.9 Participation in Employment Verification Program. Contractor shall notify District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

10.10 Audits. Contractor hereby consents to audits conducted by the Colorado Department of Labor and Employment to review documents required pursuant to C.R.S § 8-17.5-102(5).

Article 11 **Additional Provisions**

11.1 Independent Contractor Relationship. The relationship of Contractor to District under the Contract Documents is that of an independent contractor. No agent, employee, or servant of Contractor shall be or shall be deemed to be an employee, agent, or servant of District. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Subcontractors during the performance of this Agreement.

11.2 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to, any person other than the Parties, any right, remedy or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions hereof, and all the covenants, terms, conditions and provisions hereof shall be for the sole and exclusive benefit of the Parties hereto which shall inure to and be binding upon the successors and assigns of the Parties.

11.3 Captions, Headings, or Titles. All captions, headings, or titles in the provisions of this Agreement are inserted for convenience of reference only and shall not in any way affect the construction, meaning, or interpretation of any provision of this Agreement.

11.4 Entire Agreement. The Contract Documents constitute the entire agreement between the Parties with respect to performance of the Work, and no prior negotiations, representations, contracts, understandings, or agreements not specifically incorporated herein shall be of any force or effect. District will not be bound by any purported modification or amendment of this Agreement and will not be deemed to have waived any provision of the Agreement, unless such modification, amendment, or waiver is set forth in writing and signed by District in accordance with the terms of this Agreement. No waiver by District of Contractor's compliance with provisions or conditions of the Agreement on one occasion will be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time with respect to this Agreement. The provisions of this Agreement shall control in the event of any conflicts with the provisions of any other Contract Documents.

11.5 Construction. The Parties acknowledge that each Party has reviewed this Agreement and had an opportunity to have legal counsel review this Agreement and that the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11.6 Authority. Each of the Parties represents to the other that such Party has full power and authority to execute, deliver, and perform this Agreement; that the individuals executing this Agreement on behalf of said Party are fully empowered and authorized by all requisite action to do so; that this Agreement constitutes a valid and legally binding obligation of such Party enforceable against such Party in accordance with its terms; that such execution, delivery, and performance will not contravene any legal or contractual restriction binding upon such Party; and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge of such Parties threatened against or affecting such Party or the execution, delivery, or performance of this Agreement.

11.7 Warranty. Contractor shall provide a two-year warranty on all workmanship and materials and on the Contractor's General Warranty and Guarantee in the General Conditions, including but not limited to Section 7.17 of the General Conditions (collectively, "Warranties") beginning on the date of Final Completion.

11.8 Indemnification. Contractor shall indemnify, defend and hold harmless the District and each of its employees, agents, representatives, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgements, losses, damages, injuries, penalties, costs and expenses (including reasonable attorney's fees), and liabilities, of, by or with respect to third parties ("any claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors or material suppliers, agents or employees, in connection with this contract and/or the Contractor's Work hereunder.

11.9 Notices. All written notices, demands or other instruments or communications provided for under this Agreement must be in writing and be signed by the Party giving the same, and shall be deemed effective (a) when received, if delivered personally, (b) the next business day after deposit for delivery with a nationally recognized overnight carrier for next day delivery; or (c) four (4) business days after deposit in the United States mail, by certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the Contractor's Representative and the Owner's Representative as well as copies to the parties identified below:

Contractor's Representative:

Mountain States Snowcats
PO Box 1134
Torrington WY 82240
admin@mountainstatesnowcats.com

Owner's Representative:

LTD Engineering and Consulting
Attn: Bill Hayne, P. E.
5394 S. Prescott St.
Littleton, CO 80120
(970) 575-1025
wwhayne4@gmail.com

11.10 Prevailing Party. In the event of a default or breach under this Agreement and any action to remedy same, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred, in addition to any other relief to which they may be entitled from the opposing party.

11.11 Assignment of Agreement. District may, without consent of the Contractor, assign the Agreement, all Contract Documents, and the Warranties. Contractor shall not assign the Agreement or any Contract Documents without written consent of the District, which may be withheld in District's sole discretion.

IN WITNESS WHEREOF, the undersigned have executed the Agreement to be effective as of _____, 2021 ("Effective Date")

DISTRICT:

ROAM METROPOLITAN DISTRICT NO. 1

Date: 7/12/21

By: [Signature]
Name: Byron Besse
Title: Board Member

ATTEST:

CONTRACTOR:

MOUNTAIN STATES SNOWCATS, INC.

Date: 6-14-21

By: [Signature]
Name: Mindy Straley
Title: Vice President

ATTEST:

RESOLUTION NO. 2021-09- 01
RESOLUTION OF
THE BOARDS OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NOS. 1-3

SECOND AMENDED AND RESTATED MEETING RESOLUTION

WHEREAS, Roam Metropolitan District Nos. 1-3, (the “Districts”) were organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the Special District Act; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Boards of Directors (the “Boards”) of the Districts shall meet regularly at a time and location to be designated by the Boards; and

WHEREAS, Section 32-1-903(1.5), C.R.S. provides that meetings of the Boards that are held solely at physical locations must be held at physical locations that are within the boundaries of the Districts or that are within the boundaries of any county in which the Districts are located, in whole or in part, or in any county so long as the physical location does not exceed twenty miles from the Districts’ boundaries; and

WHEREAS, pursuant to Section 32-1-903(2)(b), C.R.S., the meeting notice of all meetings of the Boards that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the Districts to annually designate one public place within the boundaries of the Districts where notice of the Boards’ meetings shall be posted no less than twenty-four hours prior to the Boards’ meeting, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S., notice of the time and location designated for all meetings of the Boards shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(I), C.R.S., the Districts are deemed to have given full and timely notice of a public meeting if the Districts posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the meeting in a designated public place within the boundaries of the Districts; and

WHEREAS, on September 12, 2019, the Boards adopted an Amended and Restated Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the “Prior Meeting Resolution”); and

WHEREAS, the Boards desire to amend and restate the Prior Meeting Resolution and any provisions of previous resolutions concerning meeting location, time, and posting of notices, pursuant to this Resolution to designate the time and place of all regular meetings, to designate the location for notices, and to set forth specific requirements for the Boards to call emergency

meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Districts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1-3 THAT:

1. The Boards hereby determine to hold regular meetings on the fourth Friday of the last month of each quarter at 11:00 a.m. The location of all regular meetings of the Boards shall be held via conference call, the conference number and information for which will appear on each meeting notice and agenda.

2. The Boards hereby designate the following locations in each District as the twenty-four (24) hour posting location for all meeting notices:

District No. 1: _____

District No. 2: _____

District No. 3: _____

3. The designation set forth in Paragraph 2 is hereby deemed to be the Boards' annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time as the Boards determines to designate a new posting location.

4. Emergency meetings may be called by a District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety, and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

5. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

6. This Resolution shall take effect of the date and time of adoption and shall remain effective until otherwise supplemented or amended by the Boards.

(Signature Pages Follow)

ADOPTED AND APPROVED THIS 24TH DAY OF SEPTEMBER 2021.

ROAM METROPOLITAN DISTRICT NO. 1

By: Byron Besse, President

ATTEST:

By: Robert Cyman, Secretary

ROAM METROPOLITAN DISTRICT NO. 2

By: Byron Besse, President

ATTEST:

By: Robert Cyman, Secretary

(Signature Pages Continue on Following Page)

ROAM METROPOLITAN DISTRICT NO. 3

By: Byron Besse, President

ATTEST:

By: Robert Cyman, Secretary

**RESOLUTION NO. 2021-09-02
BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 1**

**AN AMENDED AND RESTATED RESOLUTION PROVIDING FOR THE
IMPOSITION OF A RECREATION CENTER MAINTENANCE FEE**

WHEREAS, Roam Metropolitan District No. 1 (the “District”), along with Roam Metropolitan District No. 2 (“District No. 2”), and Roam Metropolitan District No. 3 (“District No. 3,”) (collectively the “Districts”) were formed pursuant to Sections 32-1-101 *et seq.*, Colorado Revised Statutes (“C.R.S.”) as amended, by order of the District Court for Grand County, Colorado, and after approval of the eligible electors of the Districts at an organizational election held on November 6, 2018, for the purpose of assisting in the financing and development of the area generally known as the Roam Development (the “Development”); and

WHEREAS, on August 7, 2018, the Town Council of the Town of Winter Park, Colorado approved the “Consolidated Service Plan for Roam Metropolitan Districts Nos. 1, 2, and 3” (the “Service Plan”) for the purpose of providing certain parameters for the financing and operation of improvements within the Development; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges, and penalties for services or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, the Service Plan similarly empowers the District to impose fees, rates, tolls, charges, and penalties for services and facilities; and

WHEREAS, pursuant to an Intergovernmental Agreement Concerning District Operations among the Districts dated December 21, 2018 (the “Operations IGA”), the District will own and operate the Districts’ public improvements for the benefit of the Districts and the property owners and residents thereof; and

WHEREAS, one of the public improvements the Districts anticipate the District to own and operate is a recreation center; and

WHEREAS, District residents and taxpayers will benefit from the presence of the recreation center and the District’s ownership and operation thereof; and

WHEREAS, in order to defray a portion of the costs the District incurs from the District’s operation and maintenance of the recreation center, the District imposed an annual recreation center maintenance fee against all property within the boundaries of the District in accordance with the Service Plan through that certain Resolution Providing for the Imposition of a Recreation Center Maintenance Fee adopted by the District’s Board of Directors on December 3, 2019 (the

“Prior Resolution”); and

WHEREAS, on December 3, 2019, District No. 2 and District No. 3 also imposed an annual recreation center maintenance fee against all real property within their respective boundaries through resolutions adopted by their respective Boards of Directors pursuant to which District No. 2 and District No. 3 directed that the proceeds derived from the imposition of such annual recreation center maintenance fees be paid to the District to fund its operation and maintenance costs for the recreation center pursuant to the Operations IGA; and

WHEREAS, since adopting the Prior Resolution, the Districts’ boundaries have changed to both include and exclude certain real property; and

WHEREAS, in the event that property is located within more than one of the Districts, the Boards of Directors of the Districts intend that each property subject to an annual Recreation Center Maintenance Fee (defined below) shall only be responsible for the payment of one such fee annually, not payment of the annual Recreation Center Maintenance Fee imposed by each of the Districts in which the property is located; and

WHEREAS, the District now desires to amend and restate the Prior Resolution in full pursuant to this Resolution in order to reflect the revised District boundaries and clarify its intent regarding the payment of the Recreation Center Maintenance Fee by Owners with property in more than one of the Districts.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. Recreation Center Maintenance Fee.

a. An annual “Recreation Center Maintenance Fee” is hereby established on all property located within the boundaries of the District, as more particularly described in **Exhibit A** attached hereto and as the same may be adjusted from time to time. If property not currently within the District is subsequently included within the District’s boundaries, it shall become subject to the Recreation Center Maintenance Fee upon the recordation of the order for inclusion thereof. If property within the District is also located within the boundaries of District No. 2 and/or District No. 3, such property shall only be responsible for the payment of District No. 1’s Recreation Center Maintenance Fee hereunder. No property within the District shall be responsible for the payment of more than one Recreation Center Maintenance Fee imposed by the Districts.

b. The Board of Directors of the District will establish the amount of the Recreation Center Maintenance Fee annually, and the District will bill each owner of real property within the District (the “Owners”) by December 31 for the upcoming calendar year. The Recreation Center Maintenance Fee shall then become due and owing on January 31 for that calendar year. The Board of Directors may take action to further adjust the amount of the Recreation Center Maintenance Fee from time to time. Information regarding the then-current Recreation Center Maintenance Fee amount will also be available from the District manager.

2. Use of Proceeds. The District hereby covenants for the benefit of the Owners that all proceeds of the Recreation Center Maintenance Fee imposed and collected hereunder shall be used to fund the cost of the District's operation and maintenance of the recreation center and not be used for any other purpose.

3. Delinquent Payments. Any Recreation Center Maintenance Fee that is not paid in full when due shall be assessed a late fee of 5% per month, not to exceed 25% of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any due and unpaid Recreation Center Maintenance Fee, exclusive of said assessed late fee, at the rate of 18% per annum, pursuant to Section 29-1-1102(7), C.R.S. All Recreation Center Maintenance Fees, late fees, and penalty interest shall be paid to the District in immediately available funds.

4. Lien. Until paid, the annual Recreation Center Maintenance Fee shall constitute a perpetual lien on and against the Owner's property, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens as provided in Section 32-1-1001(1)(j)(I), C.R.S.

5. Collection Efforts. The District shall be entitled to charge any and all legal fees and expenses incurred for collection efforts to Owners for said collection efforts. Furthermore, the District hereby covenants that, in the event the lien imposed hereby is purported to be extinguished as the result of any foreclosure proceeding, the District will reassert such lien as a perpetual lien until paid, as authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S.

6. Severability. If any clause or provision of this Resolution is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Resolution as a whole, but shall be severed herefrom, leaving the remaining terms intact and enforceable.

7. Effective Date; Recording. This Resolution shall take effect upon the adoption and approval of the Board of Directors of the District and shall be recorded in the office of the Grand County Clerk and Recorder against the real property located within the District.

8. Prior Resolution. This Resolution shall repeal, supersede, and replace in full the Prior Resolution and shall continue in force and effect until amended or rescinded by the District's Board of Directors.

(Remainder of page intentionally left blank)

APPROVED AND ADOPTED THIS 24TH DAY OF SEPTEMBER 2021.

ROAM METROPOLITAN DISTRICT NO. 1

By: _____
Byron Besse, President

ATTEST:

By: _____
Robert Cyman, Secretary

EXHIBIT A
LEGAL DESCRIPTION



SEPTEMBER 16, 2020

EXHIBIT "A"
LEGAL DESCRIPTION
ROAM FILING NO. I

A PARCEL OF LAND BEING ALL OF TRACT F AND PARCEL B, OF THE ROAM FILING NO. I SUBDIVISION PLAT, RECORDED AT RECEPTION NO. 2019008310 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCCCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 55°22'11" E, 524.86 FEET TO A POINT ON THE WEST LINE OF SAID SUBDIVISION PLAT, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SKI IDLEWILD ROAD, SAID SUBDIVISION PLAT AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH AND WEST RIGHT-OF-WAY LINES OF SAID SKI IDLEWILD ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 70° 40' 03" E, 100.46 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57° 50' 46" AND AN ARC LENGTH OF 176.68 FEET, THE CHORD OF WHICH BEARS S 41° 44' 39" E, 169.27 FEET TO THE NORTHEAST CORNER OF THE BLOCK I, SAID SUBDIVISION PLAT;



THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID BLOCK I, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE S 77° 12' 12" W, 61.05 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.40 FEET, A CENTRAL ANGLE OF 13° 23' 50" AND AN ARC LENGTH OF 25.81 FEET, THE CHORD OF WHICH BEARS S 06° 25' 44" E, 25.75 FEET;
- 3) THENCE S 00° 10' 42" W, 61.66 FEET;
- 4) THENCE S 89° 49' 18" E, 61.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD;

THENCE S 00° 10' 41" W, 98.07 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD TO THE NORTH RIGHT-OF-WAY LINE OF THE VASQUEZ ROAD, SAID SUBDIVISION PLAT;

THENCE N 89° 49' 19" W, 176.65 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID VASQUEZ ROAD TO A POINT ON THE WEST LINE OF SAID SUBDIVISION PLAT;



THENCE ALONG THE WEST LINE OF SAID SUBDIVISION PLAT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 01° 39' 47" W, 156.85 FEET;
- 2) THENCE N 89° 40' 43" E, 85.26 FEET;
- 3) THENCE N 01° 43' 43" W, 159.45 FEET;
- 4) THENCE N 89° 05' 56" W, 109.48 FEET;
- 5) THENCE N 01° 38' 42" W, 39.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD AND THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE UPPER RESIDENTIAL FLOOR OF BUILDING A AS SHOWN IN THE APPROVED PLANS.

CONTAINING AN AREA OF 36,156 SQUARE FEET, MORE OR LESS.



Michael Sean Kervin, PLS 34592
Date: 09-16-20
Project: 18-061
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S, Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

EXHIBIT

NE QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

POINT OF COMMENCEMENT

NW COR., SW1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP
STAMPED "CW MCCCELLAND 1/16"

NE COR., SE1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.
FOUND #5 REBAR WITH 2" ALUMINUM CAP
STAMPED "JIM WARD 1997 PLS 11415"

(BASIS OF BEARINGS)

NORTH LINE, S1/2, NE1/4, SECTION 33 - N89°55'32"E

S55°22'11"E
524.86'

POINT OF BEGINNING

N1°38'42"W
39.69'

S70°40'03"E 100.46'

N89°05'56"W 109.48'

L=176.68' R=175.00'
CHB=S41°44'39"E Δ=57°50'46"
CH=169.27'

N1°43'43"W 159.45'

HIDEAWAY PARK
REC. 48279

L=25.81'
R=110.40'
Δ=13°23'50"
CH=25.75
CHB=S06°25'44"E

N89°40'43"E 85.26'

S0°10'42"W
61.66'

N1°39'47"W 156.85'

SUBJECT PARCEL
36,156 SQFT
±0.830 AC

PARCEL B
BUILDING
A

N89°49'19"W 176.65'

VASQUEZ ROAD
REC. 2019008310

ROAM FILING
NO. 1
REC. 2019008310

TRACT A

TRACT F

S77°12'12"W
61.05'

S89°49'18"E
61.02'

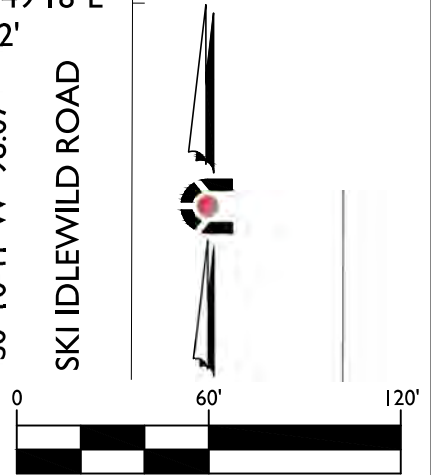
S0°10'41"W 98.07'

SKI IDLEWILD ROAD

BLOCK 2



HIDEAWAY
PARK
REC. 48279



1 inch = 60 ft.

PARCEL CONTAINS 36,156 SQFT, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-061
DATE: 9/16/2020
SHEET 1 OF 1

DR: K. SIBLEY
DS: M. KERVIN



CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120



SEPTEMBER 16, 2020

**EXHIBIT "A"
LEGAL DESCRIPTION
ROAM FILING NO. 1**

A PARCEL OF LAND BEING PARCEL C AND A PORTION OF TRACT E, OF ROAM FILING NO. 1 SUBDIVISION PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NO. 2019008310, AND LYING WITHIN THE EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCCCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 33°31'49" E, 847.31 FEET TO A POINT ON THE WEST LINE OF SAID SUBDIVISION PLAT, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF VASQUEZ ROAD, SAID SUBDIVISION PLAT AND THE POINT OF BEGINNING;

THENCE S 89° 49' 19" E, 175.05 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID VASQUEZ ROAD TO THE WEST RIGHT-OF-WAY LINE OF SKI IDLEWILD ROAD;

THENCE S 00° 10' 41" W, 85.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD TO THE NORTHEAST CORNER OF BLOCK 5, SAID SUBDIVISION PLAT;



THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID BLOCK 5 AND ACROSS A PORTION OF SAID TRACT E, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 19" W, 61.00 FEET;
- 2) THENCE S 00° 10' 41" W, 390.93 FEET;
- 3) THENCE S 89° 49' 18" E, 61.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SKI IDLEWILD ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 00° 10' 41" W, 59.21 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 05° 13' 03" AND AN ARC LENGTH OF 2.73 FEET, THE CHORD OF WHICH BEARS S 02° 47' 13" W, 2.73 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT E;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT E, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 19" W, 14.58 FEET TO A POINT OF CURAVTURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CENTRAL ANGLE OF 90° 00' 00" AND AN ARC LENGTH OF 255.25 FEET, THE CHORD OF WHICH BEARS N 44° 49' 19" W, 229.81 FEET;
- 3) THENCE N 00° 10' 41" E, 55.91 FEET;



- 4) THENCE S 89° 15' 09" E, 12.43 FEET;
- 5) THENCE N 01° 39' 47" W, 319.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID VASQUEZ ROAD AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.457 ACRES, MORE OR LESS.

Michael Sean Kervin, PLS 34592
Date: 09-16-20
Project: 18-061
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S, Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

EXHIBIT

EAST HALF, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

POINT OF COMMENCEMENT

NW COR., SW1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP
STAMPED "CW MCCLELLAND 1/16"

NE COR., SE1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.

FOUND #5 REBAR WITH 2" ALUMINUM CAP
STAMPED "JIM WARD 1997 PLS 11415"

(BASIS OF BEARINGS)

NORTH LINE, S1/2, NE1/4, SECTION 33 - N89°55'32"E



POINT OF BEGINNING

VASQUEZ ROAD
REC. 2019008310

S89°49'19"E 175.05'

PARCEL C

N89°49'19"W
61.00'

S0°10'41"W 85.00'

N1°39'47"W 319.74'

TRACT E

SUBJECT PARCEL
63,469 SQFT
±1.457 AC

BLOCK 5

1

2

3

4

5

6

7

8

TRACT E

9

10

11

12

13

14

15

BLOCK 5

16

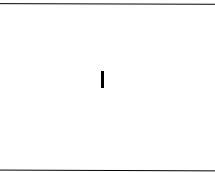
17

18

S89°49'18"E
61.00'

S0°10'41"W
59.21'

N89°49'19"W
14.58'



1



2



3



4



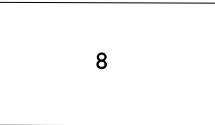
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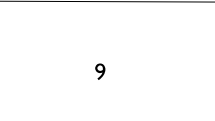
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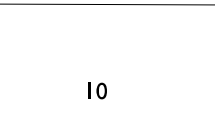
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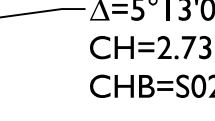
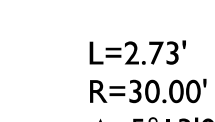
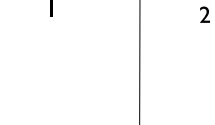
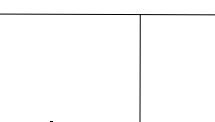
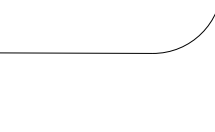
8



9



10



L=2.73'
R=30.00'
Δ=5°13'03"
CH=2.73
CHB=S02°47'13"W

**PROPOSED
ROAM FILING
NO. 1
REC. 2019008310**

HIDEAWAY PARK
REC. 48279



S89°15'09"E
12.43'

N0°10'41"E
55.91'

ROAM FILING
NO. 1
REC. 2019008310

PARCEL D

L=255.25' R=162.50' Δ=90°00'00"
CHB=N44°49'19"W CH=229.81'

ROAM FILING
NO. 1
REC. 2019008310

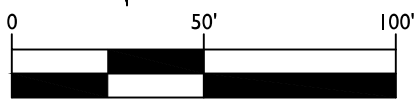
PARCEL CONTAINS 1.457 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 18-061 DR: K. SIBLEY
DATE: 9/16/2020 DS: M. KERVIN
SHEET 1 OF 1



**CORE
CONSULTANTS**

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120



1 inch = 50 ft.



SEPTEMBER 16, 2020

**EXHIBIT "A"
LEGAL DESCRIPTION
ROAM FILING NO. 1**

A PARCEL OF LAND BEING A PORTION OF PARCEL F, ROAM FILING NO. 1, A SUBDIVISION PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NO. 2019008310, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEARING N 89°55'32" E, FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND #5 REBAR WITH A 3" ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415," TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND 1-1/4" PIPE WITH A 2-1/2" BRASS CAP STAMPED "CW MCCCELLAND 1/16," WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 37° 15' 39" W, A DISTANCE OF 1095.19 FEET TO THE POINT OF BEGINNING;

THENCE S 00° 00' 00" W, 60.00 FEET;

THENCE N 90° 00' 00" W, 100.00 FEET;

THENCE N 00° 00' 00" E, 60.00 FEET;



THENCE N 90° 00' 00" E, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6,000 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.



Michael S. Kerwin PLS 38151

Date: 9/16/20

Project: 18-061

For and on Behalf of

Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kerwin PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

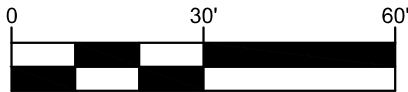
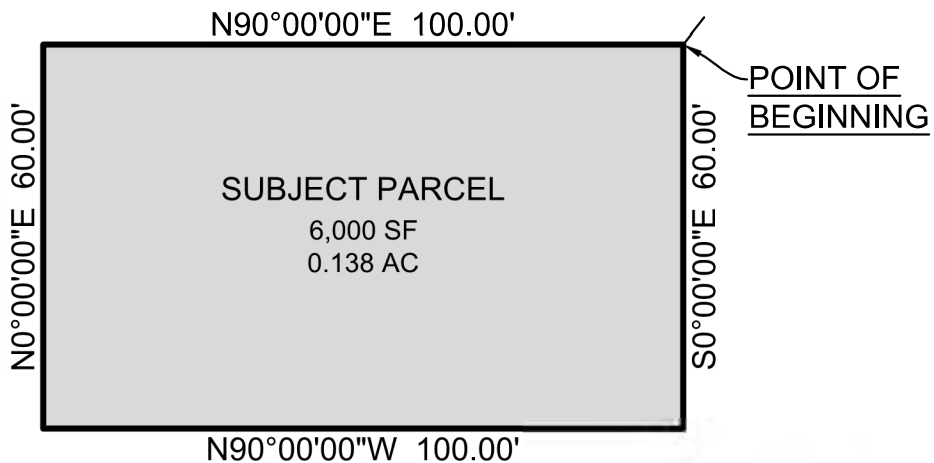
NW CORNER, SW1/4, NE1/4, SECTION 33
T1S, R75W, 6TH P.M.
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP
STAMPED "CW MCELLAND 1/16"

POINT OF COMMENCEMENT
NE CORNER, SE1/4, NE1/4, SECTION 33
T1S, R75W, 6TH P.M.
FOUND #5 REBAR WITH 3" ALUM. CAP
STAMPED "JIM WARD 1997 PLS 11415"

BASIS OF BEARINGS

N. LINE, S1/2, NE1/4, SECTION 33 - S89°55'32"W

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



1 inch = 30 ft.

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



PARCEL CONTAINS 10,292 S.F. OR 0.236 Ac, MORE OR LESS.
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 18-061 DR: KDS
DATE: 9/16/20 DS: MSK
SHEET 1 OF 1



CORE
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CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
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1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

**RESOLUTION NO. 2021-09-02
BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 2**

**AN AMENDED AND RESTATED RESOLUTION PROVIDING FOR THE
IMPOSITION OF A RECREATION CENTER MAINTENANCE FEE**

WHEREAS, Roam Metropolitan District No. 2 (the “District”), along with Roam Metropolitan District No. 1 (“District No. 1”), and Roam Metropolitan District No. 3 (“District No. 3,”) (collectively the “Districts”) were formed pursuant to Sections 32-1-101 *et seq.*, Colorado Revised Statutes (“C.R.S.”) as amended, by order of the District Court for Grand County, Colorado, and after approval of the eligible electors of the Districts at an organizational election held on November 6, 2018, for the purpose of assisting in the financing and development of the area generally known as the Roam Development (the “Development”); and

WHEREAS, on August 7, 2018, the Town Council of the Town of Winter Park, Colorado approved the “Consolidated Service Plan for Roam Metropolitan Districts Nos. 1, 2, and 3” (the “Service Plan”) for the purpose of providing certain parameters for the financing and operation of improvements within the Development; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges, and penalties for services or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, the Service Plan similarly empowers the District to impose fees, rates, tolls, charges, and penalties for services and facilities; and

WHEREAS, pursuant to an Intergovernmental Agreement Concerning District Operations among the Districts dated December 21, 2018 (the “Operations IGA”), District No. 1 will own and operate the Districts’ public improvements for the benefit of the Districts and the property owners and residents thereof, and District Nos. 2 and 3 will assist in funding the same; and

WHEREAS, one of the public improvements the Districts anticipate District No. 1 to own and operate in accordance with the Operations IGA is a recreation center; and

WHEREAS, in order to defray a portion of the recreation center operation and maintenance costs, the District imposed an annual recreation center maintenance fee against all property within the boundaries of the District and directed the proceeds thereof be paid to District No. 1 to fund the same pursuant to the Operations IGA through that certain Resolution Providing for the Imposition of a Recreation Center Maintenance Fee adopted by the District’s Board of Directors on December 3, 2019 (the “Prior Resolution”); and

WHEREAS, on December 3, 2019, District No. 1 and District No. 3 also imposed an annual

recreation center maintenance fee against all real property within their respective boundaries through resolutions adopted by their respective Boards of Directors; and

WHEREAS, since adopting the Prior Resolution, the Districts' boundaries have changed to both include and exclude certain real property; and

WHEREAS, in the event that property is located within more than one of the Districts, the Boards of Directors of the Districts intend that each property subject to an annual Recreation Center Maintenance Fee (defined below) shall only be responsible for the payment of one such fee annually, not payment of the annual Recreation Center Maintenance Fees imposed by each of the Districts in which the property is located; and

WHEREAS, the District now desires to amend and restate the Prior Resolution in full pursuant to this Resolution in order to reflect the revised District boundaries and clarify its intent regarding the payment of the Recreation Center Maintenance Fee by Owners with property in more than one of the Districts.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:

1. Recreation Center Maintenance Fee.

a. An annual "Recreation Center Maintenance Fee" is hereby established on all property located within the boundaries of the District, as more particularly described in **Exhibit A** attached hereto and as the same may be adjusted from time to time. If property not currently within the District is subsequently included within the District's boundaries, it shall become subject to the Recreation Center Maintenance Fee upon the recordation of the order for inclusion thereof. If property within the District is also located within the boundaries of District No. 1, the property shall only be subject to the Recreation Center Maintenance Fee imposed by District No. 1, and not the Recreation Center Maintenance Fee imposed by the District. If property within the District is also located within the boundaries of District No. 3, the property shall only be subject to the Recreation Center Maintenance Fee imposed by the District hereunder, and not the Recreation Center Maintenance Fee imposed by District No. 3. No property within the District shall be responsible for the payment of more than one Recreation Center Maintenance Fee imposed by the Districts.

b. The Board of Directors of the District will establish the amount of the Recreation Center Maintenance Fee annually, and the District will bill each owner of real property within the District (the "Owners") by December 31 for the upcoming calendar year. The Recreation Center Maintenance Fee shall then become due and owing on January 31 for that calendar year. The Board of Directors may take action to further adjust the amount of the Recreation Center Maintenance Fee from time to time. Information regarding the then-current Recreation Center Maintenance Fee amount will also be available from the District manager.

2. Use of Proceeds. The District hereby directs that the proceeds of the District's Recreation Center Maintenance Fee be paid to District No. 1 to fund the costs of operating and

maintaining the recreation center in accordance with the Operations IGA. The District hereby covenants for the benefit of the Owners that all proceeds of the Recreation Center Maintenance Fee imposed and collected hereunder shall not be used for any other purpose.

3. Delinquent Payments. Any Recreation Center Maintenance Fee that is not paid in full when due shall be assessed a late fee of 5% per month, not to exceed 25% of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any due and unpaid Recreation Center Maintenance Fee, exclusive of said assessed late fee, at the rate of 18% per annum, pursuant to Section 29-1-1102(7), C.R.S. All Recreation Center Maintenance Fees, late fees, and penalty interest shall be paid to the District in immediately available funds.

4. Lien. Until paid, the annual Recreation Center Maintenance Fee shall constitute a perpetual lien on and against the Owner's property, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens as provided in Section 32-1-1001(1)(j)(I), C.R.S.

5. Collection Efforts. The District shall be entitled to charge any and all legal fees and expenses incurred for collection efforts to Owners for said collection efforts. Furthermore, the District hereby covenants that, in the event the lien imposed hereby is purported to be extinguished as the result of any foreclosure proceeding, the District will reassert such lien as a perpetual lien until paid, as authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S.

6. Severability. If any clause or provision of this Resolution is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Resolution as a whole, but shall be severed herefrom, leaving the remaining terms intact and enforceable.

7. Effective Date; Recording. This Resolution shall take effect upon the adoption and approval of the Board of Directors of the District and shall be recorded in the office of the Grand County Clerk and Recorder against the real property located within the District.

8. Prior Resolution. This Resolution shall repeal, supersede, and replace in full the Prior Resolution and shall continue in force and effect until amended or rescinded by the District's Board of Directors.

(Remainder of page intentionally left blank)

APPROVED AND ADOPTED THIS 24TH DAY OF SEPTEMBER 2021.

ROAM METROPOLITAN DISTRICT NO. 2

By: _____
Byron Besse, President

ATTEST:

By: _____
Robert Cyman, Secretary

EXHIBIT A
LEGAL DESCRIPTION



AUGUST 21, 2019

EXHIBIT "A"
LEGAL DESCRIPTION
COMMERCIAL DISTRICT 2
ROAM FILING NO. 1

COMMERCIAL DISTRICT 2 LYING WITHIN THE PROPOSED ROAM FILING 1 SUBDIVISION PLAT, AND BEING A PORTION OF THE EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCCCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE N 89° 55' 32" E, 225.00 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING N 89° 55' 32" E, 673.41 FEET ALONG THE NORTH LINE, OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO THE NORTHWEST CORNER OF THE PROPOSED PARCEL F, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE WEST LINE OF SAID PROPOSED PARCEL F, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

- 1) THENCE S 41° 01' 33" E, 164.76 FEET;
- 2) THENCE S 24° 25' 18" E, 74.13 FEET;
- 3) THENCE S 15° 00' 42" E, 179.78 FEET;



- 4) THENCE S 16° 20' 42" W, 119.00 FEET;
- 5) THENCE S 07° 39' 59" W, 122.52 FEET;
- 6) THENCE S 23° 48' 14" E, 91.04 FEET;
- 7) THENCE S 18° 27' 56" E, 77.09 FEET;
- 8) THENCE S 53° 16' 33" E, 129.44 FEET;
- 9) THENCE S 24° 54' 24" E, 281.10 FEET;
- 10) THENCE S 61° 51' 14" E, 169.33 FEET;
- 11) THENCE S 02° 17' 36" E, 167.76 FEET;
- 12) THENCE S 23° 41' 12" W, 185.36 FEET;
- 13) THENCE S 62° 10' 33" E, 156.08 FEET;
- 14) THENCE S 10° 29' 37" W, 140.74 FEET;
- 15) THENCE S 36° 16' 33" W, 156.37 FEET;
- 16) THENCE S 13° 54' 43" E, 254.18 FEET;
- 17) THENCE S 34° 34' 40" W, 136.19 FEET;
- 18) THENCE S 56° 37' 27" W, 97.71 FEET;
- 19) THENCE S 09° 10' 22" W, 318.65 FEET;
- 20) THENCE N 76° 39' 34" W, 36.70 FEET TO A POINT OF CURVATURE;
- 21) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 268.00 FEET, A CENTRAL ANGLE OF 18° 06' 24" AND AN ARC LENGTH OF 84.69 FEET, THE CHORD OF WHICH BEARS N 85° 42' 46" W, 84.34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE PROPOSED BEAVERS LODGE ROAD, SAID PROPOSED SUBDIVISION PLAT;
- 22) THENCE S 04° 45' 58" E, 36.00 FEET TO A POINT OF NON-TANGNET CURVATURE;
- 23) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 232.00 FEET, A CENTRAL ANGLE OF 12° 53' 33" AND AN ARC LENGTH OF 52.20 FEET, THE CHORD OF WHICH BEARS S 78° 47' 15" W, 52.09 FEET;
- 24) THENCE S 72° 20' 28" W, 152.85 FEET TO A POINT OF CURVATURE;
- 25) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 69° 30' 44" AND AN ARC LENGTH OF 173.49 FEET, THE CHORD OF WHICH BEARS N 72° 54' 10" W, 163.04 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 26) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 74° 27' 05" AND AN ARC LENGTH OF 116.95 FEET, THE CHORD OF WHICH BEARS N 75° 22' 20" W, 108.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40;

THENCE N 05° 48' 59" W, 111.85 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 40 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE



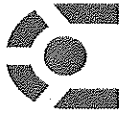
PROPOSED ROAM WAY, SAID PROPOSED PLAT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED ROAM WAY, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.50 FEET, A CENTRAL ANGLE OF $13^{\circ} 20' 14''$ AND AN ARC LENGTH OF 21.07 FEET, THE CHORD OF WHICH BEARS $S 32^{\circ} 53' 47'' E$, 21.02 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 2) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $50^{\circ} 34' 29''$, AND AN ARC LENGTH OF 17.65 FEET, THE CHORD OF WHICH BEARS $S 51^{\circ} 30' 55'' E$, 17.09 FEET;
- 3) THENCE $S 76^{\circ} 48' 09'' E$, 36.01 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 122.00 FEET, A CENTRAL ANGLE OF $51^{\circ} 53' 15''$ AND AN ARC LENGTH OF 110.48 FEET, THE CHORD OF WHICH BEARS $S 50^{\circ} 51' 32'' E$, 106.75 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 5) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 92.00 FEET, A CENTRAL ANGLE OF $53^{\circ} 14' 45''$ AND AN ARC LENGTH OF 85.50 FEET, THE CHORD OF WHICH BEARS $S 51^{\circ} 32' 17'' E$, 82.45 FEET TO A POINT OF A COMPOUND NON-TANGENT CURVEATURE;
- 6) THENCE ALONG THE ARC OF A COMPOUND NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET, A CENTRAL ANGLE OF $29^{\circ} 29' 52''$ AND AN ARC LENGTH OF 55.09 FEET, THE CHORD OF WHICH BEARS $N 87^{\circ} 05' 24'' E$, 54.48 FEET;
- 7) THENCE $N 72^{\circ} 20' 28'' E$, 142.91 FEET TO A POINT OF CURVATURE;
- 8) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF $80^{\circ} 01' 36''$ AND AN ARC LENGTH OF 26.54 FEET, THE CHORD OF WHICH BEARS $N 32^{\circ} 19' 40'' E$, 24.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED BEAVERS LODGE ROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED BEAVERS LODGE ROAD, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE $N 07^{\circ} 41' 07'' W$, 41.03 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 518.00 FEET, A CENTRAL ANGLE OF $32^{\circ} 46' 16''$ AND AN ARC LENGTH OF



- 296.28 FEET, THE CHORD OF WHICH BEARS N 08° 42' 00" E, 292.25 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 3) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 712.95 FEET, A CENTRAL ANGLE OF 59° 10' 11" AND AN ARC LENGTH OF 736.27 FEET, THE CHORD OF WHICH BEARS N 04° 29' 57" W, 703.98 FEET;
 - 4) THENCE N 34° 05' 03" W, 94.34 FEET TO A POINT OF CURVATURE;
 - 5) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 282.00 FEET, A CENTRAL ANGLE OF 61° 05' 40" AND AN ARC LENGTH OF 300.70 FEET, THE CHORD OF WHICH BEARS N 64° 37' 52" W, 286.65 FEET TO A POINT OF COMPOUND NON-TANGENT CURVATURE;
 - 6) THENCE ALONG THE ARC OF A COMPOUND NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 67° 17' 40" AND AN ARC LENGTH OF 46.98 FEET, THE CHORD OF WHICH BEARS S 51° 10' 28" W, 44.33 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
 - 7) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 218° 54' 55" AND AN ARC LENGTH OF 263.63 FEET, THE CHORD OF WHICH BEARS N 53° 00' 55" W, 130.12 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
 - 8) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56° 15' 51" AND AN ARC LENGTH OF 29.46 FEET, THE CHORD OF WHICH BEARS N 28° 18' 37" E, 28.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 59.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED SKI IDLEWILD ROAD TO THE SOUTHEAST CORNER OF THE PROPOSED BLOCK 5, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF SAID PROPOSED BLOCK 5 AND ACROSS A PORTION OF THE PROPOSED TRACT E, SAID PROPOSED SUBDIVISION PLAT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 18" W, 61.00 FEET;
- 2) THENCE N 00° 10' 41" E, 390.93 FEET;
- 3) THENCE S 89° 49' 19" E, 61.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 85.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE PROPOSED VASQUEZ ROAD, SAID PROPOSED SUBDIVISION PLAT;



THENCE N 89° 49' 19" W, 175.05 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUES ROAD TO A POINT ON THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT;

THENCE N 01° 39' 47" W, 50.03 FEET ALONG THE WEST LINE OF SAID PROPOSED PLAT TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEZ ROAD;

THENCE S 89° 49' 19" E, 176.65 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEST ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 98.07 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD TO THE SOUTHEAST CORNER OF THE PROPOSED BLOCK 1, SAID PROPOSED SUBIDIVISON PLAT;

THENCE ALONG THE SOUTH, WEST, AND NORTH LINES OF SAID PROPOSED BLOCK 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 18" W, 61.02 FEET;
- 2) THENCE N 00° 10' 42" E, 61.66 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 3) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.40 FEET, A CENTRAL ANGLE OF 13° 23' 50" AND AN ARC LENGTH OF 25.81 FEET, THE CHORD OF WHICH BEARS N 06° 25' 44" W FOR A DISTANCE OF 25.75 FEET;
- 4) THENCE N 77° 12' 12" E, 61.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD AND A POINT OF NON-TANGENT CURVATURE;



THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57° 50' 46" AND AN ARC LENGTH OF 176.68 FEET, THE CHORD OF WHICH BEARS N 41° 44' 39" W, 169.27 FEET;
- 2) THENCE N 70° 40' 03" W, 148.34 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 63° 11' 09" AND AN ARC LENGTH OF 248.13 FEET, THE CHORD OF WHICH BEARS N 39° 04' 28" W, 235.75 FEET;
- 4) THENCE N 07° 28' 53" W, 100.54 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER, OF SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 28.442 ACRES, MORE OR LESS.


Michael Sean Kervin, PLS 84592
Date: 08-21-19
Project: 18-061
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S, Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

EXHIBIT

EAST HALF, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

POINT OF COMMENCEMENT

NW COR., SW1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP
STAMPED "CW MCELLAND 1/16"

NE COR., SE1/4, NE1/4, SEC. 33
T1S, R75W, 6TH P.M.

FOUND #5 REBAR WITH 2" ALUMINUM CAP
STAMPED "JIM WARD 1997 PLS 11415"

POINT OF BEGINNING

N89°55'32"E 225.00'

TRAILHEAD LODGES

N89°55'32"E 673.41'

RIVER WALK
AT WINTER PARK I

NORTH LINE, S1/2, NE1/4, SECTION 33
(BASIS OF BEARINGS)

HIDEAWAY PARK
REC. 48279

PROPOSED
TRACT E

PROPOSED
SKI IDLEWILD ROAD

PROPOSED
TRACT A

PROPOSED
PARCEL F

PROPOSED
ROAM FILING
NO. 1

SUBJECT PARCEL
1,238,596 SQFT
±28.442 AC

L=176.68'
R=175.00'
Δ=57°50'46"
CH=169.27
CHB=N41°44'39"W

L=248.13'
R=225.00'
Δ=63°11'09"
CH=235.75
CHB=N39°04'28"W

N70°40'03"W 148.34'

HIDEAWAY PARK
REC. 48279

N77°12'12"E 61.05'

L=25.81'
R=110.40'
Δ=13°23'50"
CH=25.75
CHB=N06°25'44"W

PROPOSED
TRACT F

N0°10'42"E 61.66'

HIDEAWAY PARK
REC. 48279

N89°49'18"W 61.02'

N1°39'47"W 50.03'

S89°49'19"E 176.65'

PROPOSED VASQUEZ ROAD

N89°49'19"W 175.05'
S89°49'19"E 61.00'

N0°10'41"E 98.07'

N0°10'41"E 85.00'

PROPOSED
TRACT B

S15°00'42"E 179.78'

S16°20'42"W 119.00'

S7°39'59"W 122.52'

PROPOSED
ROAM FILING
NO. 1

S23°48'14"E 91.04'

PROPOSED
PARCEL F

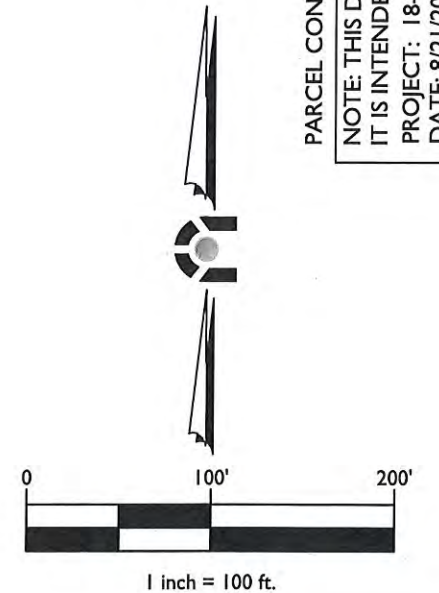
S18°27'56"E 77.09'

S53°16'33"E 129.44'



SHEET 2

SHEET 2



PARCEL CONTAINS 28.442 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 18-061
DATE: 8/21/2019
SHEET 1 OF 3

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120



EXHIBIT

EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

SHEET 1

SHEET 1

SHEET 3

SHEET 3

HIDEAWAY PARK
REC. 48279

N89°49'19"W
175.05'
S89°49'19"E
61.00'

N0°10'41"E
85.00'

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18

N89°49'18"W
61.00'
N0°10'41"E
59.21'

L=263.63'
R=69.00'
Δ=218°54'55"
CH=130.12
CHB=N53°00'55"W

PROPOSED
ROAM FILING
NO. 1

L=29.46'
R=30.00'
Δ=56°15'51"
CH=28.29
CHB=N28°18'37"E

PROPOSED BEAVERS LODGE ROAD

L=46.98'
R=40.00'
Δ=67°17'40"
CH=44.33
CHB=S51°10'28"W

L=300.70'
R=282.00'
Δ=61°05'40"
CH=286.65
CHB=N64°37'52"W

L=736.27'
R=712.95'
Δ=59°10'11"
CH=703.98
CHB=N04°29'57"W

N34°05'03"W
94.34'

S53°16'33"E
129.44'

PROPOSED TRACT B
SUBJECT PARCEL
1,238,923 SQFT
±28.442 AC

FRASER RIVER
S24°54'24"E
281.10'

PROPOSED
ROAM FILING
NO. 1

S61°51'14"E
169.33'

S2°17'36"E
167.76'

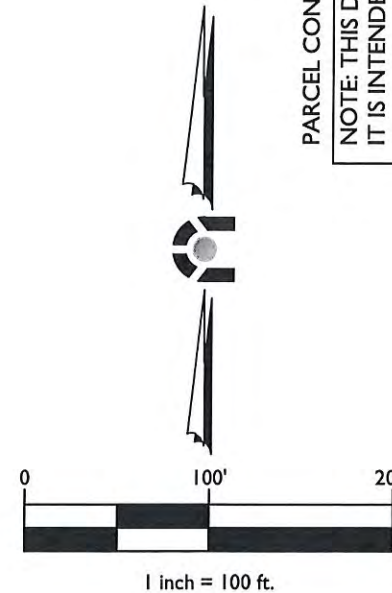
PROPOSED TRACT G
PROPOSED
ROAM FILING
NO. 1

S23°41'12"W
185.36'

S62°10'33"E
156.08'

PROPOSED PARCEL F

U.S. HIGHWAY 40



PARCEL CONTAINS 28.442 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 18-061
DATE: 8/21/2019
SHEET 2 OF 3

DR: K. SIBLEY
DS: M. KERVIN



CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

EXHIBIT

EAST HALF, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

SHEET 2

SHEET 2

PROPOSED
ROAM FILING
NO. 1

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	84.69	268.00	18°06'24"	N85°42'46"W	84.34
C2	52.20	232.00	12°53'33"	S78°47'15"W	52.09
C3	17.65	20.00	50°34'29"	S51°30'55"E	17.09
C4	85.50	92.00	53°14'45"	S51°32'17"E	82.45
C5	55.09	107.00	29°29'52"	N87°05'24"E	54.48
C6	26.54	19.00	80°01'36"	N32°19'40"E	24.43

LINE #	LENGTH	DIRECTION
L1	36.70'	N 76°39'34" W
L2	36.00'	S 4°45'58" E

PROPOSED
PARCEL D

PROPOSED
BEAVERS LODGE ROAD

U.S. HIGHWAY 40

N5°48'59"W
111.85'

L=21.07'
R=90.50'
Δ=13°20'14"
CH=21.02
CHB=S32°53'47"E

S76°48'09"E
36.01'

L=110.48'
R=122.00'
Δ=51°53'15"
CH=106.75
CHB=S50°51'32"E

L=173.49'
R=143.00'
Δ=69°30'44"
CH=163.04
CHB=N72°54'10"W

L=116.95'
R=90.00'
Δ=74°27'05"
CH=108.89
CHB=N75°22'20"W

L=296.28'
R=518.00'
Δ=32°46'16"
CH=292.25
CHB=N08°42'00"E

L=142.91'
R=142.91'
Δ=90°00'00"
CH=142.91'
CHB=N72°20'28"E

L=152.85'
R=152.85'
Δ=90°00'00"
CH=152.85'
CHB=N72°20'28"W

PROPOSED
PARCEL F

PROPOSED
TRACT G
SUBJECT PARCEL
1,238,596 SQFT
±28,442 AC

PROPOSED
TRACT G



PARCEL CONTAINS 28,442 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-061
DATE: 8/21/2019
SHEET 3 OF 3

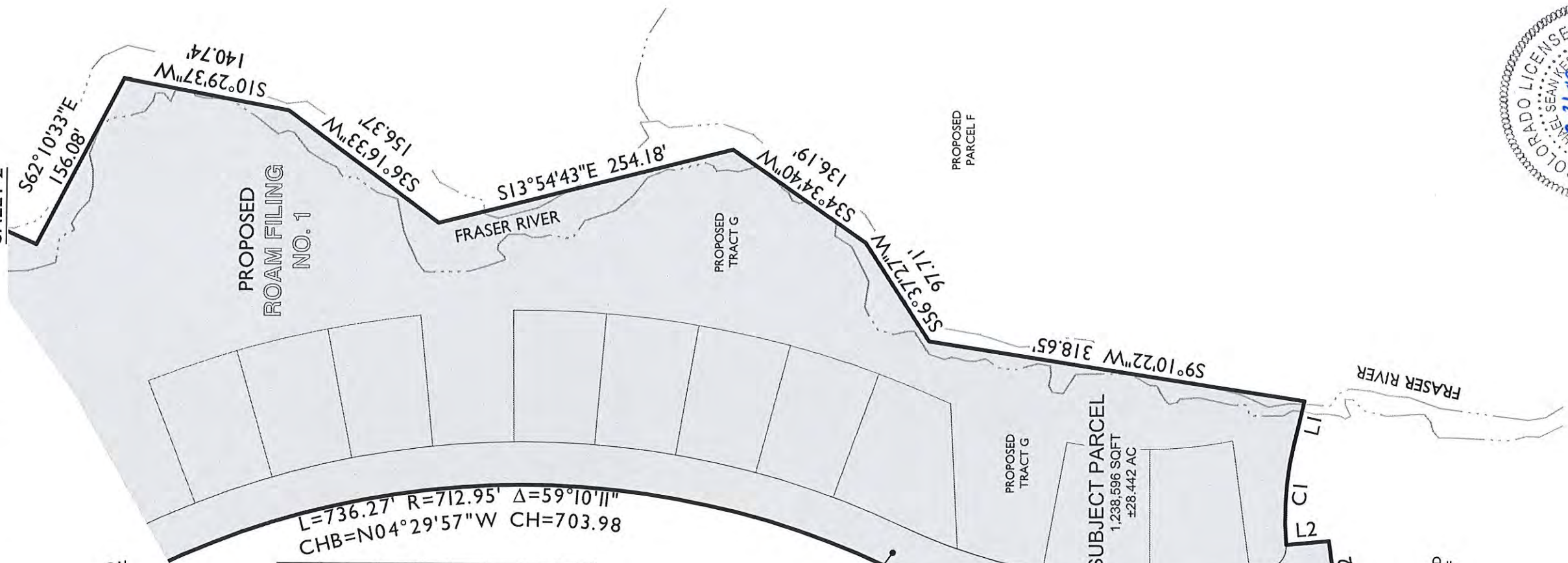
DR: K. SIBBLEY
DS: M. KERVIN



CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING

303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120





SEPTEMBER 16, 2020

**EXHIBIT "A"
LEGAL DESCRIPTION
ROAM FILING NO. 1**

A PARCEL OF LAND BEING A PORTION OF PARCEL F, ROAM FILING NO. 1, A SUBDIVISION PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NO. 2019008310, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEARING N 89°55'32" E, FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND #5 REBAR WITH A 3" ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415," TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND 1-1/4" PIPE WITH A 2-1/2" BRASS CAP STAMPED "CW MCCCELLAND 1/16," WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 37° 15' 39" W, A DISTANCE OF 1095.19 FEET TO THE POINT OF BEGINNING;

THENCE S 00° 00' 00" W, 60.00 FEET;

THENCE N 90° 00' 00" W, 100.00 FEET;

THENCE N 00° 00' 00" E, 60.00 FEET;



THENCE N 90° 00' 00" E, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6,000 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.



Michael S. Kerwin PLS 38151

Date: 9/16/20

Project: 18-061

For and on Behalf of

Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kerwin PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

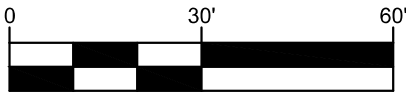
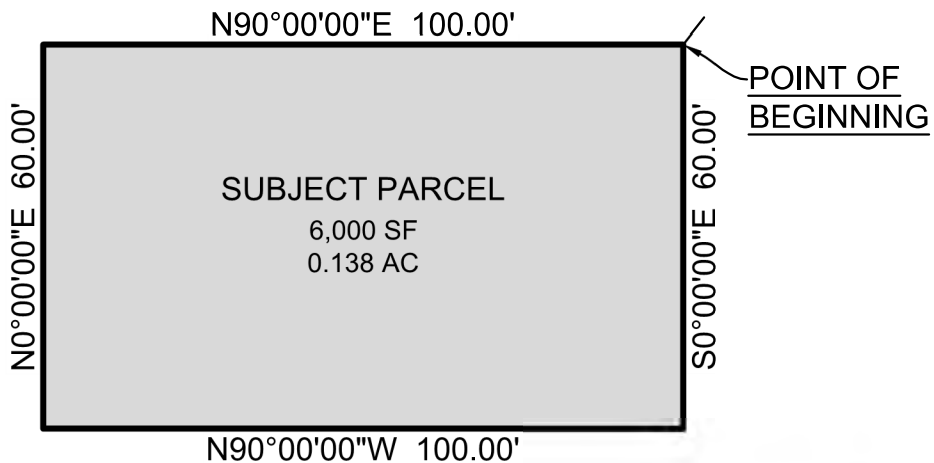
NW CORNER, SW1/4, NE1/4, SECTION 33
T1S, R75W, 6TH P.M.
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP
STAMPED "CW MCELLAND 1/16"

POINT OF COMMENCEMENT
NE CORNER, SE1/4, NE1/4, SECTION 33
T1S, R75W, 6TH P.M.
FOUND #5 REBAR WITH 3" ALUM. CAP
STAMPED "JIM WARD 1997 PLS 11415"

BASIS OF BEARINGS

N. LINE, S1/2, NE1/4, SECTION 33 - S89°55'32"W

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



1 inch = 30 ft.

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



PARCEL CONTAINS 10,292 S.F. OR 0.236 Ac, MORE OR LESS.
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
PROJECT: 18-061 DR: KDS
DATE: 9/16/20 DS: MSK
SHEET 1 OF 1



CORE
CONSULTANTS

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DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

**RESOLUTION NO. 2021-09-02
BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 3**

**AN AMENDED AND RESTATED RESOLUTION PROVIDING FOR THE
IMPOSITION OF A RECREATION CENTER MAINTENANCE FEE**

WHEREAS, Roam Metropolitan District No. 3 (the “District”), along with Roam Metropolitan District No. 1 (“District No. 1”), and Roam Metropolitan District No. 2 (“District No. 2,”) (collectively the “Districts”) were formed pursuant to Sections 32-1-101 *et seq.*, Colorado Revised Statutes (“C.R.S.”) as amended, by order of the District Court for Grand County, Colorado, and after approval of the eligible electors of the Districts at an organizational election held on November 6, 2018, for the purpose of assisting in the financing and development of the area generally known as the Roam Development (the “Development”); and

WHEREAS, on August 7, 2018, the Town Council of the Town of Winter Park, Colorado approved the “Consolidated Service Plan for Roam Metropolitan Districts Nos. 1, 2, and 3” (the “Service Plan”) for the purpose of providing certain parameters for the financing and operation of improvements within the Development; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges, and penalties for services or facilities provided by the District which, until paid, shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, the Service Plan similarly empowers the District to impose fees, rates, tolls, charges, and penalties for services and facilities; and

WHEREAS, pursuant to an Intergovernmental Agreement Concerning District Operations among the Districts dated December 21, 2018 (the “Operations IGA”), District No. 1 will own and operate the Districts’ public improvements for the benefit of the Districts and the property owners and residents thereof, and District Nos. 2 and 3 will assist in funding the same; and

WHEREAS, one of the public improvements the Districts anticipate District No. 1 to own and operate in accordance with the Operations IGA is a recreation center; and

WHEREAS, in order to defray a portion of the recreation center operation and maintenance costs, the District imposed an annual recreation center maintenance fee against all property within the boundaries of the District and directed the proceeds thereof be paid to District No. 1 to fund the same pursuant to the Operations IGA through that certain Resolution Providing for the Imposition of a Recreation Center Maintenance Fee adopted by the District’s Board of Directors on December 3, 2019 (the “Prior Resolution”); and

WHEREAS, on December 3, 2019, District No. 1 and District No. 2 also imposed an annual recreation center maintenance fee against all real property within their respective boundaries through resolutions adopted by their respective Boards of Directors; and

WHEREAS, since adopting the Prior Resolution, the Districts' boundaries have changed to both include and exclude certain real property; and

WHEREAS, in the event that property is located within more than one of the Districts, the Boards of Directors of the Districts intend that each property subject to an annual Recreation Center Maintenance Fee (defined below) shall only be responsible for the payment of one such fee annually, not payment of the annual Recreation Center Maintenance Fees imposed by each of the Districts in which the property is located; and

WHEREAS, the District now desires to amend and restate the Prior Resolution in full pursuant to this Resolution in order to reflect the revised District boundaries and clarify its intent regarding the payment of the Recreation Center Maintenance Fee by Owners with property in more than one of the Districts.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:

1. Recreation Center Maintenance Fee.

a. An annual "Recreation Center Maintenance Fee" is hereby established on all property located within the boundaries of the District, as more particularly described in **Exhibit A** attached hereto and as the same may be adjusted from time to time. If property not currently within the District is subsequently included within the District's boundaries, it shall become subject to the Recreation Center Maintenance Fee upon the recordation of the order for inclusion thereof. If property within the District is also located within the boundaries of District No. 1, the property shall only be subject to the Recreation Center Maintenance Fee imposed by District No. 1, and not the Recreation Center Maintenance Fee imposed by the District. If property within the District is also located within the boundaries of District No. 2, the property shall only be subject to the Recreation Center Maintenance Fee imposed by District No. 2, and not the Recreation Center Maintenance Fee imposed by the District. No property within the District shall be responsible for the payment of more than one Recreation Center Maintenance Fee imposed by the Districts.

b. The Board of Directors of the District will establish the amount of the Recreation Center Maintenance Fee annually, and the District will bill each owner of real property within the District (the "Owners") by December 31 for the upcoming calendar year. The Recreation Center Maintenance Fee shall then become due and owing on January 31 for that calendar year. The Board of Directors may take action to further adjust the amount of the Recreation Center Maintenance Fee from time to time. Information regarding the then-current Recreation Center Maintenance Fee amount will also be available from the District manager.

2. Use of Proceeds. The District hereby directs that the proceeds of the District's Recreation Center Maintenance Fee be paid to District No. 1 to fund the costs of operating and maintaining the recreation center in accordance with the Operations IGA. The District hereby covenants for the benefit of the Owners that all proceeds of the Recreation Center Maintenance Fee imposed and collected hereunder shall not be used for any other purpose.

3. Delinquent Payments. Any Recreation Center Maintenance Fee that is not paid in full when due shall be assessed a late fee of 5% per month, not to exceed 25% of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any due and unpaid Recreation Center Maintenance Fee, exclusive of said assessed late fee, at the rate of 18% per annum, pursuant to Section 29-1-1102(7), C.R.S. All Recreation Center Maintenance Fees, late fees, and penalty interest shall be paid to the District in immediately available funds.

4. Lien. Until paid, the annual Recreation Center Maintenance Fee shall constitute a perpetual lien on and against the Owner's property, and any such lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens as provided in Section 32-1-1001(1)(j)(I), C.R.S.

5. Collection Efforts. The District shall be entitled to charge any and all legal fees and expenses incurred for collection efforts to Owners for said collection efforts. Furthermore, the District hereby covenants that, in the event the lien imposed hereby is purported to be extinguished as the result of any foreclosure proceeding, the District will reassert such lien as a perpetual lien until paid, as authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S.

6. Severability. If any clause or provision of this Resolution is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Resolution as a whole, but shall be severed herefrom, leaving the remaining terms intact and enforceable.

7. Effective Date; Recording. This Resolution shall take effect upon the adoption and approval of the Board of Directors of the District and shall be recorded in the office of the Grand County Clerk and Recorder against the real property located within the District.

8. Prior Resolution. This Resolution shall repeal, supersede, and replace in full the Prior Resolution and shall continue in force and effect until amended or rescinded by the District's Board of Directors.

(Remainder of page intentionally left blank)

APPROVED AND ADOPTED THIS 24TH DAY OF SEPTEMBER 2021.

ROAM METROPOLITAN DISTRICT NO. 3

By: _____
Byron Bessee, President

ATTEST:

By: _____
Robert Cyman, Secretary

EXHIBIT A
LEGAL DESCRIPTION



SEPTEMBER 11, 2020

**EXHIBIT "A"
LEGAL DESCRIPTION
RESIDENTIAL DISTRICT 3
ROAM FILING NO. 1**

THE RESIDENTIAL DISTRICT 3 BEING A PORTION PARCEL F, ROAM FILING NO. 1, A SUBDIVISION PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NO. 2019008310, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF TRACT G, SAID ROAM FILING NO. 1 PLAT, BEING ASSUMED TO BEAR N 09° 10' 22" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT G, THENCE N 09° 10' 22" E, 245.17 ALONG THE EAST LINE OF SAID TRACT G;

THENCE S 81° 12' 53" E, 246.11 FEET;
THENCE S 38° 52' 20" W, 292.64 FEET;
THENCE N 76° 39' 34" W, 101.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.00 ACRES, MORE OR LESS.

Michael Sean Kervin, PLS 34592
Date: 09-11-20
Project: 18-061
For and on Behalf of
Core Consultants, Inc.



Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

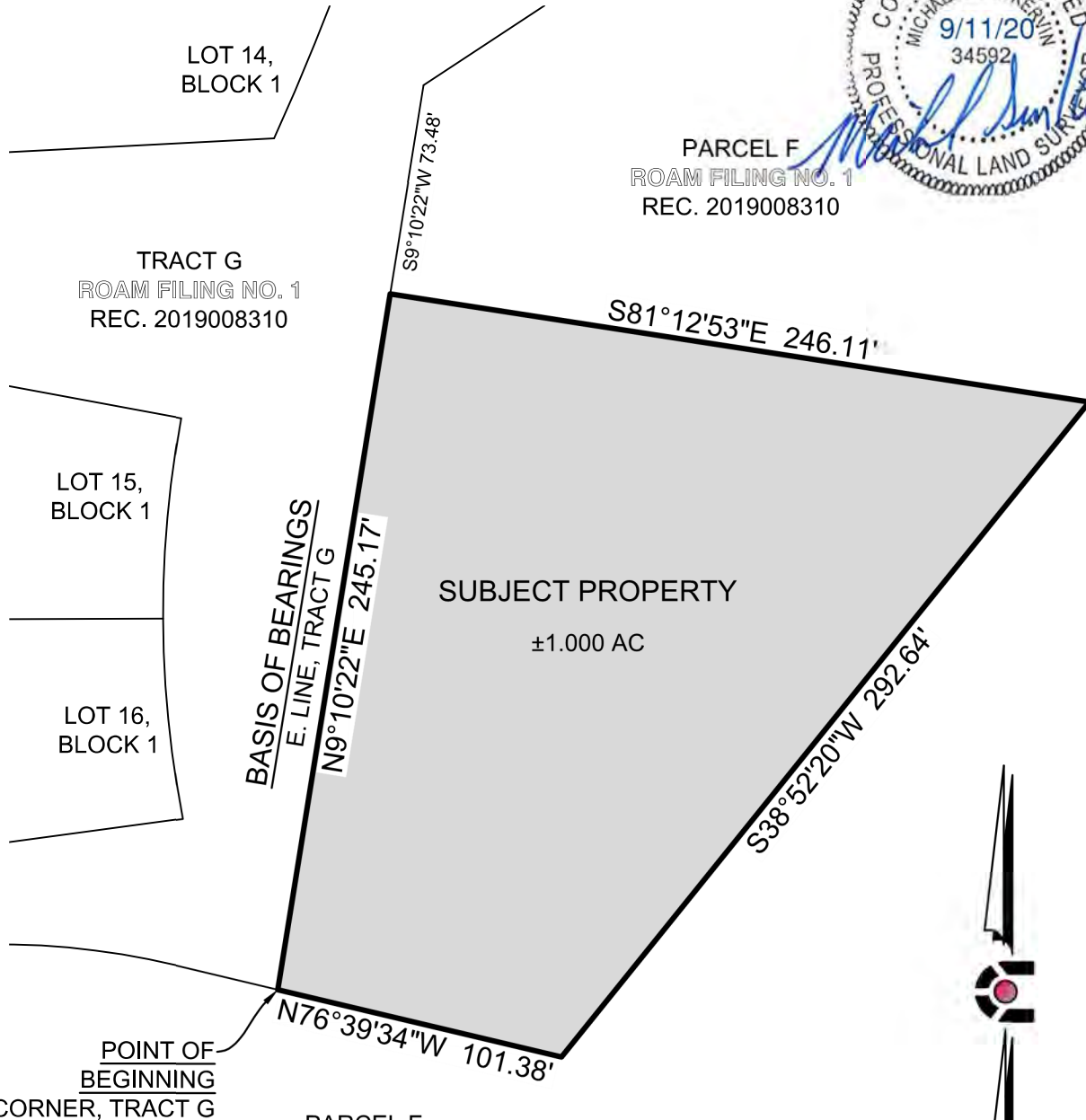
EXHIBIT

SOUTHEAST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO



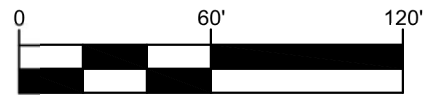
PARCEL F
ROAM FILING NO. 1
REC. 2019008310

TRACT G
ROAM FILING NO. 1
REC. 2019008310



POINT OF BEGINNING
SE CORNER, TRACT G

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



1 inch = 60 ft.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 18-061
DATE: 9/11/20
SHEET 1 OF 1

DR: KDS
DS: MSK



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CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
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1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120



SEPTEMBER 16, 2020

EXHIBIT "A"
LEGAL DESCRIPTION
ROAM FILING NO. 1

A PARCEL OF LAND BEING A PORTION OF PARCEL F, ROAM FILING NO. 1, A SUBDIVISION PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NO. 2019008310, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEARING N 89°55'32" E, FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND #5 REBAR WITH A 3" ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415," TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A FOUND 1-1/4" PIPE WITH A 2-1/2" BRASS CAP STAMPED "CW MCCCELLAND 1/16," WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 37° 15' 39" W, A DISTANCE OF 1095.19 FEET TO THE POINT OF BEGINNING;

THENCE S 00° 00' 00" W, 60.00 FEET;

THENCE N 90° 00' 00" W, 100.00 FEET;

THENCE N 00° 00' 00" E, 60.00 FEET;



THENCE N 90° 00' 00" E, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6,000 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.



Michael S. Kerwin PLS 38151

Date: 9/16/20

Project: 18-061

For and on Behalf of

Core Consultants, Inc.

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TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

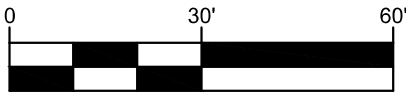
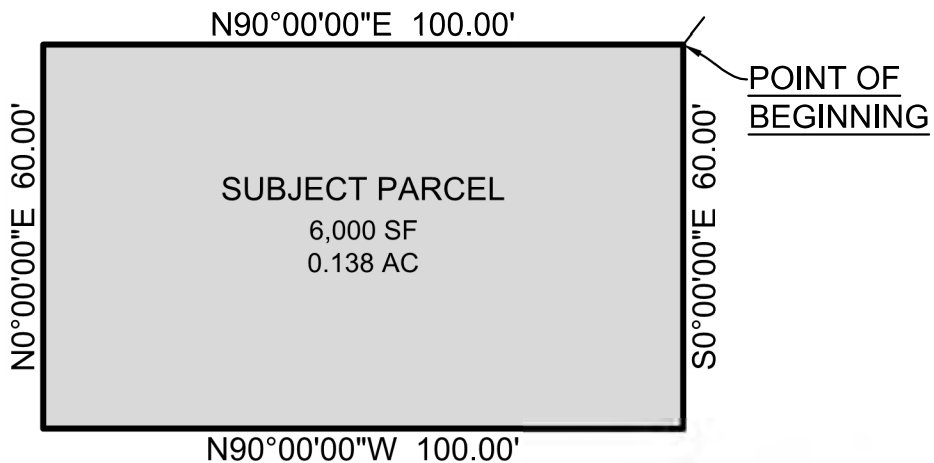
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POINT OF COMMENCEMENT
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FOUND #5 REBAR WITH 3" ALUM. CAP
STAMPED "JIM WARD 1997 PLS 11415"

BASIS OF BEARINGS

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PARCEL F
ROAM FILING NO. 1
REC. 2019008310



1 inch = 30 ft.

PARCEL F
ROAM FILING NO. 1
REC. 2019008310



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NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 18-061 DR: KDS
DATE: 9/16/20 DS: MSK
SHEET 1 OF 1



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CONSULTANTS

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1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

Roam Metropolitan District Cost Certification Report



**Report 7
August 2021**

Roam Metropolitan District Cost Certification

Table of Contents

Cost Certification Report..... Pages 1-3

Attachments

Site Map..... Attachment A

Vendor Participation..... Attachment B

Expenditure Data..... Attachment C

Summary of Cost Certifications..... Attachment D

Project Photos Attachment E

August 23, 2021

Roam Metropolitan District
c/o Icenogle Seaver Pogue, PC
4725 S. Monaco Street #360
Denver, CO 80237

RECOMMENDATION FOR COST CERTIFICATION REPORT 6

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Roam Metropolitan District (District) to provide review of expenditures paid by Fraser River Development Co, LLC (Developer). These expenditures are for the Roam Subdivision development located in the Town of Winter Park, Colorado (Project). This report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$118,339.56**. The public improvements that were paid by the District and are being certified as District eligible are in the amount of **\$37,381.93**. This is a total of **\$155,721.49**.

This report generally covers the areas shown on Attachment A.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for District eligible expenses:

- Service Plan for Roam Metropolitan District Nos 1, 2 and 3 in the City and County of Winter Park, Colorado. Prepared by Icenogle Seaver Pogue, P.C. dated June 25, 2018.
- 2019 Facilities Funding and Reimbursement Agreement, between the Roam Metropolitan District No. 1 and Fraser River Development Co, LLC, dated December 21, 2018.
- Improvement Acquisition, Advance and Reimbursement Agreement between the Roam Metropolitan District No. 1 and the Fraser River Development Co, LLC, dated December 21, 2018.
- Annexation and Development Agreement between the Town of Winter Park, Fraser River Development Co, LLC and the Roam Metropolitan District Nos 1,2 and 3, dated March 6, 2018.

It should be noted the Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.
- A site visit was conducted. Project improvements were photographed.
- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects constructed in the Denver Metropolitan Area.
- The plat was reviewed and it appears some of the improvements included in this report were not on public property or easements. The open space tracts currently are to be deeded to the Home Owner's Association which is a private entity. The District cannot reimburse for improvements that are not on public property or in public easements. It is understood that the open space tracts will be deeded to the District or placed under District maintenance during the Infrastructure Acquisition process at a later date.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by the Facilities Funding and Reimbursement Agreement. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report mostly consists of expenditures from January 2021 to August 2021. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Category	District Eligible Expenses	Percentage
Sanitary Sewer	\$0.00	0.0%
Water	\$0.00	0.0%
Street Improvements	\$25,932.84	16.7%
Traffic and Safety	\$61,510.66	39.5%
Parks & Recreation	\$68,277.99	43.8%
Public Transportation	\$0.00	0.0%
Television Relay and Translation	\$0.00	0.0%
Mosquito Control	\$0.00	0.0%
Security Improvements	\$0.00	0.0%
Total	\$155,721.49	100.0%

FIELD INVESTIGATION RESULTS

Field investigations were conducted in June 2021 and July 2021. Photos were taken of the Project to memorialize the construction of infrastructure and are included in Attachment E. From our visual inspection, and for what could be seen, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

RECOMMENDATION

The plat was reviewed, and it appears improvements included in this report were not on public property or easements. It is understood that this will be changed, and the open space tracts will be deeded to the District or placed under District maintenance during the Infrastructure Acquisition process in a later report.

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures in the amount of **\$118,339.56**. The public improvements that were paid by the District and are being certified as District eligible are in the amount of **\$37,381.93**. This is a total of **\$155,721.49**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Kim Fiore, PE

Attachments

Attachment A

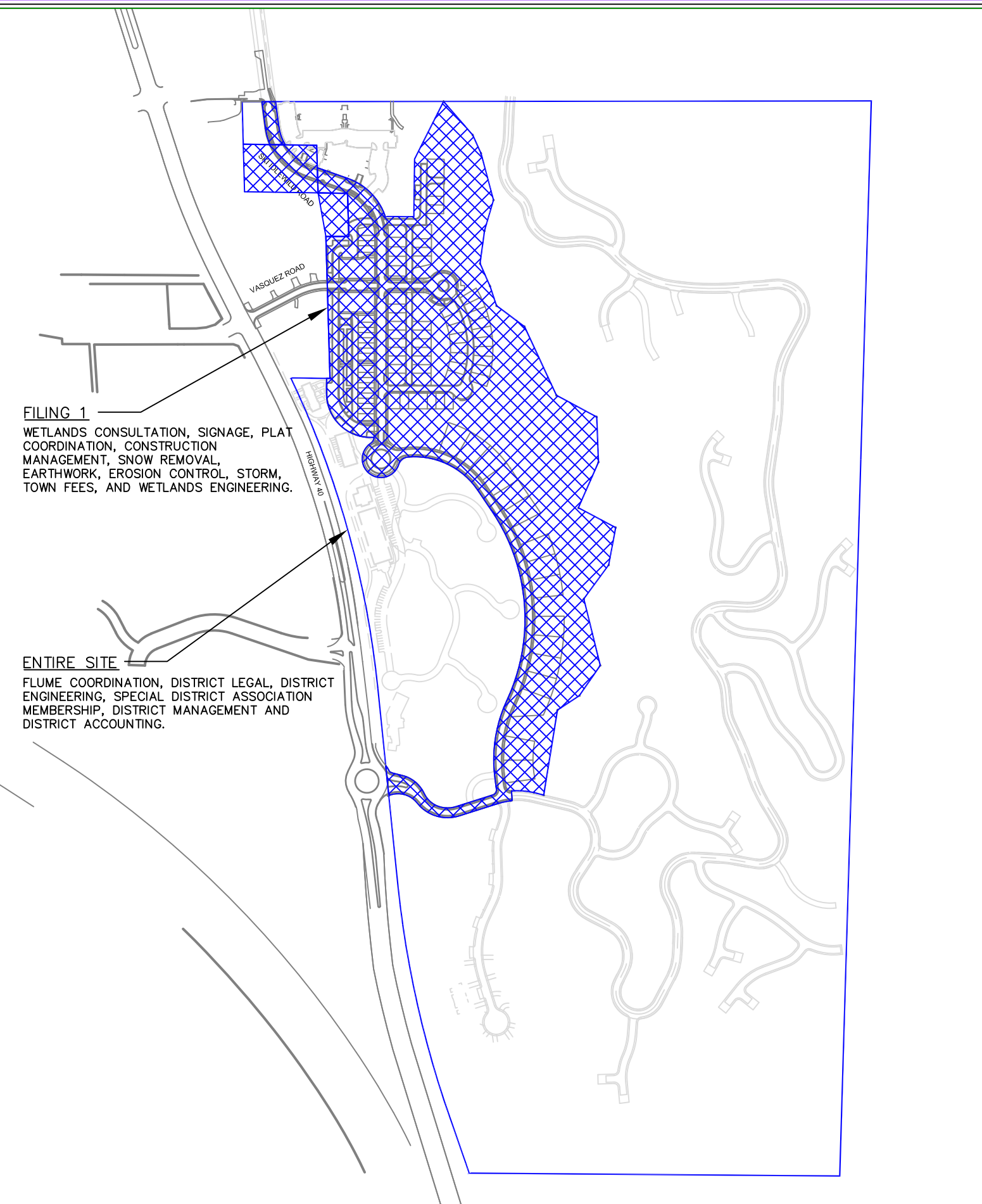
Site Map

FILING 1

WETLANDS CONSULTATION, SIGNAGE, PLAT COORDINATION, CONSTRUCTION MANAGEMENT, SNOW REMOVAL, EARTHWORK, EROSION CONTROL, STORM, TOWN FEES, AND WETLANDS ENGINEERING.

ENTIRE SITE

FLUME COORDINATION, DISTRICT LEGAL, DISTRICT ENGINEERING, SPECIAL DISTRICT ASSOCIATION MEMBERSHIP, DISTRICT MANAGEMENT AND DISTRICT ACCOUNTING.



Attachment B

Vendor Participation

ATTACHMENT B VENDOR PARTICIPATION

Following is a summary of the contractors, consultants and vendor Participation in work and services for the Cost Certification. Notes include any invoice discrepancies, basis of payment, and basis for reimbursement.

Arapahoe Sign Arts and Altitude Signs Provided signage. Tax is not public.

Birch Ecology Provided wetlands and river ecology consultation. It is assumed that this work was only done along the river corridor and at the Cabins site. It is not known how much was done for each so the Filing 1 site percentage was used.

Core Consultants Provided plat coordination, a legal description for the DU campus, entitlement services for the Cabins and project administration for the Cabins. Work done for the DU campus and the Cabins is not District eligible. Work that was vague and undefined was assumed to be partially public and the Filing 1 site percentage was used.

FedEx Provided shipping of documents to Icenogle, Seaver and Pogue, the District legal counsel.

Grand County Water and Sanitation District Collected fees for water and sanitary services for the Ski Chalet and 76 Wanderer's Way. Services for the Beavers Ski Chalet are not public. 76 Wanderer's Way was not used as a construction trailer in 2021 so this is not public.

Hill and Robbins, PC Provided review of correspondence concerning the river flume which is no longer working appropriately. The Army Corps of Engineers would like this flume replaced. A portion of this invoice was for another project so only the portion relating to the flume is public.

Icenogle Seaver Pogue Provided legal counsel for the District.

IDES, LLC. Provided engineering services for the District.

Kumar and Associates, Inc. Provided testing for lot fill. This is not public.

L.T.D. Engineering Provided construction management services. Work done with homebuilders, lots and the cabins is not public. Work that was vague and undefined was assumed to be partially public and the Filing 1 site percentage was used.

Mountain Parks Electric, Inc Collected fees for electric service and for the Ski Chalet and 76 Wanderer's Way. Services for the Beavers Ski Chalet are not public. 76 Wanderer's Way was not used as a construction trailer in 2021 so this is not public.

Mountain States Snowcats Provided snow removal and construction of earthwork, erosion control and stormwater. The earthwork and erosion control is partially public and the Filing 1 site percentage was used.

Special District Association Annual memberships were renewed for the District.

Special District Management Services Provided management and accounting services for the District.

Spencer Fane Provided legal services related to property closings. This is not public.

Tiffany Clark This is Origins Marketing. Marketing is not public.

Town of Winter Park Fees were paid for an exemption and engineering. Since this work is vague and undefined, it was assumed to be partially public and the Filing 1 site percentage was used.

Vogel and Associates Provided planning services for the DU parcel. This is not public.

Western Ecological Resource Provided wetlands engineering. It is assumed that this work was only done along the river corridor and at the Cabins site. It is not known how much was done for each so the Filing 1 site percentage was used.

Attachment C

Expenditure Data

Attachment C
Roam Metro District
Engineer's Summary for Cost Certification 7

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
INVOICES PAID BY FRASER RIVER DEVELOPMENT COMPANY, LLC										
Arapahoe Sign Arts and Altitude Signs										
Proposal	2/19/21	Yes	3/8/21	569	Filing 1	Signage	\$6,213.00	\$5,712.00	\$501.00	Tax not District
200387	3/31/21	Yes	4/30/21	586	Filing 1	Signage	\$20,581.33	\$19,448.33	\$1,133.00	Tax not District
Subtotal Arapahoe Sign Arts and Altitude Signs							\$26,794.33	\$25,160.33	\$1,634.00	
Birch Ecology										
431	2/21/21	Yes	3/1/21	561	Filing 1	Wetlands Consultation	\$2,163.75	\$1,579.54	\$584.21	Site % - Assume along river and Cabins
441	3/15/21	Yes	3/26/21	578	Filing 1	Wetlands Consultation	\$4,428.75	\$3,232.99	\$1,195.76	Site % - Assume along river and Cabins
452	4/18/21	Yes	4/30/21	587	Filing 1	Wetlands Consultation	\$1,702.50	\$1,242.83	\$459.68	Site % - Assume along river and Cabins
462	5/22/21	Yes	6/18/21	605	Filing 1	Wetlands Consultation	\$9,630.00	\$7,029.90	\$2,600.10	Site % - Assume along river and Cabins
476	7/1/21	Yes	7/13/21	618	Filing 1	Wetlands Consultation	\$8,018.73	\$5,853.67	\$2,165.06	Site % - Assume along river and Cabins
Subtotal Birch Ecology							\$25,943.73	\$18,938.92	\$7,004.81	
Core Consultants, Inc.										
20040867	4/24/20	Yes	12/11/20	525	Need	Plat Coordination	\$5,490.00	\$4,007.70	\$1,482.30	Site %
21023446	2/25/21	Yes	Need	Need	Need	Legal Description for DU Campus	\$680.00	\$0.00	\$680.00	Not Public
21054495	5/24/21	Yes	Need	Need	Need	Entitlement Services/Plat Submittal	\$225.00	\$0.00	\$225.00	For the Cabins - Not Public
21054499	5/24/21	Yes	Need	Need	Need	Project Administration	\$202.50	\$0.00	\$202.50	For the Cabins - Not Public
Subtotal Core Consultants, Inc.							\$6,597.50	\$4,007.70	\$2,589.80	
Fed Ex										
7-349-70343	4/23/21	Yes	4/30/21	589	Filing 1	Shipping to Icenogle, Seaver Pogue	\$27.53	\$27.53	\$0.00	
Subtotal Fed Ex							\$27.53	\$27.53	\$0.00	
Grand County Water and Sanitation										
Account 00001010	2/3/21	Yes	3/1/21	562	Filing 1	Water and Sewer for 79303 Highway 40	\$1,256.95	\$0.00	\$1,256.95	Not Public
Account 00006028	2/3/21	Yes	3/1/21	562	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	3/3/21	Yes	3/8/21	570	Filing 1	Water and Sewer for 79303 Highway 40	\$1,149.00	\$0.00	\$1,149.00	Not Public
Account 00006028	3/3/21	Yes	3/8/21	570	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	4/1/21	Yes	4/9/21	582	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.00	\$0.00	\$1,098.00	Not Public
Account 00006028	4/1/21	Yes	4/9/21	582	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	5/6/21	Yes	5/14/21	596	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.20	\$0.00	\$1,098.20	Not Public
Account 00006028	5/6/21	Yes	5/14/21	596	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	5/6/21	Yes	5/14/21	596	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.20	\$0.00	\$1,098.20	Not Public
Account 00006028	5/6/21	Yes	5/14/21	596	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	6/2/21	Yes	6/18/21	611	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.20	\$0.00	\$1,098.20	Not Public
Account 00006028	6/2/21	Yes	6/18/21	611	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	7/1/21	Yes	7/6/21	612	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.20	\$0.00	\$1,098.20	Not Public
Account 00006028	7/1/21	Yes	7/6/21	612	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Account 00001010	8/5/21	Yes	8/18/21	629	Filing 1	Water and Sewer for 79303 Highway 40	\$1,098.20	\$0.00	\$1,098.20	Not Public
Account 00006028	8/5/21	Yes	8/18/21	629	Filing 1	Water and Sewer for 76 Wanderers	\$38.00	\$0.00	\$38.00	Building not used for CM - Not Public
Subtotal Grand County Water and Sanitation							\$9,298.95	\$0.00	\$9,298.95	
Hill & Robbins, PC										
2060	5/31/21	Yes	7/6/21	613	All	Review Flume correspondence	\$587.50	\$94.00	\$493.50	Only \$94 for this project
Subtotal Hill & Robbins, PC							\$587.50	\$94.00	\$493.50	
Kumar & Associates, Inc.										
205419	4/30/21	Yes	6/18/21	607	Filing 1	Lot Fill Testing	\$493.75	\$0.00	\$493.75	Not public
Subtotal Kumar & Associates, Inc.							\$493.75	\$0.00	\$493.75	
LTD Engineering										
18	2/1/21	Yes	5/14/21	597	Filing 1	Construction Management	\$4,490.00	\$3,277.70	\$1,212.30	General at Site %
19	4/7/21	Yes	4/9/21	583	Filing 1	Construction Management	\$5,880.00	\$3,219.30	\$2,660.70	General at Site %; Cabins not public
20	5/3/21	Yes	5/14/21	597	Filing 1	Construction Management	\$9,890.00	\$5,775.76	\$4,114.24	General at Site %; Homebuilders not public
21	5/30/21	Yes	6/18/21	608	Filing 1	Construction Management	\$8,527.20	\$5,464.68	\$3,062.52	General at Site %; Lots not public
22	7/11/21	Yes	8/4/21	621	Filing 1	Construction Management	\$10,554.26	\$7,140.67	\$3,413.59	General at Site %; Lots not public
Subtotal LTD Engineering							\$39,341.46	\$24,878.11	\$14,463.35	

Attachment C
Roam Metro District
Engineer's Summary for Cost Certification 7

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
Mountain Parks Electric, Inc										
Account 1031545	2/20/21	No	4/9/21	584	Filing 1	Electric for 79303 US Highway 40	\$452.90	\$0.00	\$452.90	Not Public; No invoice provided
Account 947005420	2/20/21	No	4/9/21	584	Filing 1	Electric for 76 Wanderer Road	\$0.00	\$0.00	\$0.00	Building not used for CM - Not Public
Account 1031545	3/20/21	Yes	4/9/21	584	Filing 1	Electric for 79303 US Highway 40	\$181.46	\$0.00	\$181.46	Not Public
Account 947005420	3/20/21	Yes	4/9/21	584	Filing 1	Electric for 76 Wanderer Road	\$31.41	\$0.00	\$31.41	Building not used for CM - Not Public
Account 1031545	4/20/21	Yes	4/30/21	590	Filing 1	Electric for 79303 US Highway 40	\$181.46	\$0.00	\$181.46	Not Public
Account 947005420	4/20/21	Yes	4/30/21	590	Filing 1	Electric for 76 Wanderer Road	\$31.41	\$0.00	\$31.41	Building not used for CM - Not Public
Account 1031545	7/20/21	Yes	8/4/21	622	Filing 1	Electric for 79303 US Highway 40	\$181.46	\$0.00	\$181.46	Not Public
Subtotal Mountain Parks Electric, Inc							\$1,060.10	\$0.00	\$1,060.10	
Mountain States Snowcats										
1720	4/29/21	Yes	4/30/21	591	Filing 1	Snow Removal	\$1,107.50	\$1,107.50	\$0.00	
14	5/29/21	Yes	7/13/21	617	Filing 1	Earthwork, Erosion Control, and Storm	\$53,238.51	\$42,563.27	\$10,675.24	Earthwork at Site %
Subtotal Mountain States Snowcats							\$54,346.01	\$43,670.77	\$10,675.24	
Spencer Fane										
1017366	1/14/21	Yes	2/5/21	560	Filing 1	Legal for Lots	\$2,875.50	\$0.00	\$2,875.50	Not Public
1021872	2/12/21	Partial	3/8/21	571	Filing 1	Legal for Lots	\$5,066.50	\$0.00	\$5,066.50	Not Public
1021875	2/12/21	Yes	3/8/21	571	Filing 1	Legal for Lots	\$6,432.00	\$0.00	\$6,432.00	Not Public
1025762	3/8/21	Partial	5/14/21	598	Filing 1	Legal for Lots	\$600.00	\$0.00	\$600.00	Not Public
1025764	3/8/21	Partial	5/14/21	598	Filing 1	Legal for Lots	\$1,620.00	\$0.00	\$1,620.00	Not Public
1037064	5/11/21	Partial	6/18/21	609	Filing 1	Legal for Lots	\$192.00	\$0.00	\$192.00	Not Public
1037065	5/11/21	Partial	6/4/21	604	Filing 1	Legal for Lots	\$1,566.00	\$0.00	\$1,566.00	Not Public
1047326	7/8/21	Partial	8/4/21	625	Filing 1	Legal for Lots	\$4,914.00	\$0.00	\$4,914.00	Not Public
Subtotal Spencer Fane							\$23,266.00	\$0.00	\$23,266.00	
Tiffany Clark										
13	1/15/21	Yes	1/22/21	553	All	Origin Marketing	\$5,105.55	\$0.00	\$5,105.55	Not Public
17	2/16/21	Yes	3/1/21	565	All	Marketing	\$5,343.05	\$0.00	\$5,343.05	Not Public
Subtotal Tiffany Clark							\$10,448.60	\$0.00	\$10,448.60	
Town of Winter Park										
20221	Need	No	2/5/21	558	Need	Subdivision Exemption 4	\$300.00	\$219.00	\$81.00	No Town Backup Available - Use Site%
930	2/11/21	Yes	3/1/21	7/21/01	Filing 1	JVA Invoice - Engineering	\$490.00	\$357.70	\$132.30	Site %
Subtotal Town of Winter Park							\$790.00	\$576.70	\$213.30	
Vogel and Associates										
RCL-002-1220	1/4/21	Yes	2/5/21	559	Need	Planning - DU Parcel	\$3,102.00	\$0.00	\$3,102.00	Not Public
RCL-002-0521	6/5/21	Yes	8/4/21	620	Need	Planning - DU Parcel	\$1,372.00	\$0.00	\$1,372.00	Not Public
Subtotal Vogel and Associates							\$4,474.00	\$0.00	\$4,474.00	
Western Ecological Resource										
9787	7/21/21	Yes	8/4/21	627	Filing 1	Wetlands Engineering	\$1,350.00	\$985.50	\$364.50	Site %
Subtotal Western Ecological Resource							\$1,350.00	\$985.50	\$364.50	
SUBTOTAL INVOICES PAID BY FRASER RIVER DEVELOPMENT COMPANY, LLC							\$204,819.46	\$118,339.56	\$86,479.90	
INVOICES PAID BY THE ROAM METROPOLITAN DISTRICT										
Icenogle Seaver Pogue										
19376	1/31/21	Yes	5/12/21	P21051101-4669028	All	District Legal	\$3,287.09	\$3,287.09	\$0.00	
19511	2/28/21	Yes	5/12/21	P21051101-4669028	All	District Legal	\$1,904.97	\$1,904.97	\$0.00	
19757	3/31/21	Yes	5/25/21	P21052401-8056178	All	District Legal	\$4,696.15	\$4,696.15	\$0.00	
19891	4/30/21	Yes	7/15/21	P21071401-1585484	All	District Legal	\$5,199.90	\$5,199.90	\$0.00	
20037	5/31/21	Yes	8/12/21	P21081101-9088302	All	District Legal	\$1,535.98	\$1,535.98	\$0.00	
Subtotal Icenogle Seaver Pogue							\$16,624.09	\$16,624.09	\$0.00	
IDES, LLC										
21815	12/31/20	Yes	5/12/21	P21051101-4669016	All	District Engineering	\$1,377.50	\$1,377.50	\$0.00	

Attachment C
Roam Metro District
Engineer's Summary for Cost Certification 7

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check Number	Filing	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
21816	1/31/21	Yes	5/12/21	P21051101-4669016	All	District Engineering	\$2,864.00	\$2,864.00	\$0.00	
21817	2/28/21	Yes	5/12/21	P21051101-4669016	All	District Engineering	\$4,038.00	\$4,038.00	\$0.00	
21818	3/31/21	Yes	5/25/21	P21052401-8056180	All	District Engineering	\$2,057.32	\$2,057.32	\$0.00	
Subtotal IDES, LLC							\$10,336.82	\$10,336.82	\$0.00	
Special District Association										
D12021	2/4/21	Yes	5/12/21	P21051101-4669047	All	SDA Annual Membership D1	\$435.07	\$435.07	\$0.00	
D22021	2/4/21	Yes	5/12/21	P21051101-4669047	All	SDA Annual Membership D2	\$229.80	\$229.80	\$0.00	
D32021	2/4/21	Yes	5/12/21	P21051101-4669047	All	SDA Annual Membership D3	\$225.09	\$225.09	\$0.00	
Subtotal Special District Association							\$889.96	\$889.96	\$0.00	
Special District Management Services										
ROAMMD3.00	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$28.00	\$28.00	\$0.00	
ROAMMD3.00	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$308.00	\$308.00	\$0.00	
ROAMMD1.02	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$42.00	\$42.00	\$0.00	
ROAMMD1.02	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$336.00	\$336.00	\$0.00	
ROAMMD1.00	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$672.00	\$672.00	\$0.00	
ROAMMD1.00	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$490.00	\$490.00	\$0.00	
ROAMMD1.00	1/31/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$36.66	\$36.66	\$0.00	
ROAMMD1.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$18.60	\$18.60	\$0.00	
ROAMMD1.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$42.00	\$42.00	\$0.00	
ROAMMD1.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$1,036.00	\$1,036.00	\$0.00	
ROAMMD1.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$1,064.00	\$1,064.00	\$0.00	
ROAMMD2.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$70.00	\$70.00	\$0.00	
ROAMMD2.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$84.00	\$84.00	\$0.00	
ROAMMD3.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$42.00	\$42.00	\$0.00	
ROAMMD3.00	2/28/21	Yes	5/12/21	P21051101-4669033	All	District Management	\$84.00	\$84.00	\$0.00	
ROAMMD1.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$17.80	\$17.80	\$0.00	
ROAMMD1.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$882.00	\$882.00	\$0.00	
ROAMMD1.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$238.00	\$238.00	\$0.00	
ROAMMD1.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$28.50	\$28.50	\$0.00	
ROAMMD2.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$9.11	\$9.11	\$0.00	
ROAMMD2.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$168.00	\$168.00	\$0.00	
ROAMMD2.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$65.50	\$65.50	\$0.00	
ROAMMD3.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$9.11	\$9.11	\$0.00	
ROAMMD3.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$112.00	\$112.00	\$0.00	
ROAMMD3.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$51.50	\$51.50	\$0.00	
ROAMMD1.00	3/31/21	Yes	5/25/21	P21052401-8056174	All	District Management	\$1,157.50	\$1,157.50	\$0.00	
ROAMMD1.00	4/30/21	Yes	7/15/21	P21071401-1585480	All	District Management	\$1,431.72	\$1,431.72	\$0.00	
ROAMMD2.00	4/30/21	Yes	7/15/21	P21071401-1585480	All	District Management	\$30.80	\$30.80	\$0.00	
ROAMMD3.00	4/30/21	Yes	7/15/21	P21071401-1585480	All	District Management	\$165.77	\$165.77	\$0.00	
ROAMMD1.00	5/31/21	Yes	8/12/21	P21081101-9088291	All	District Management	\$678.89	\$678.89	\$0.00	
ROAMMD2.00	5/31/21	Yes	8/12/21	P21081101-9088291	All	District Management	\$30.80	\$30.80	\$0.00	
ROAMMD3.00	5/31/21	Yes	8/12/21	P21081101-9088291	All	District Management	\$100.80	\$100.80	\$0.00	
Subtotal Special District Management Services							\$9,531.06	\$9,531.06	\$0.00	
SUBTOTAL INVOICES PAID BY THE ROAM METROPOLITAN DISTRICT							\$37,381.93	\$37,381.93	\$0.00	
Total							\$242,201.39	\$155,721.49	\$86,479.90	

Site % is the percentage of total land area that is public land. This is 73% District (public land) for Filing 1.
The Site percentage for work that pertains to the entire project is 75% District. This was based on concept plans and an adjustment may need to be made in the future once the layout for Filings 2 and 3 is determined.

Attachment D

Summary of Cost Certifications

Attachment D
Roam Metro District
Summary of Cost Certifications

Cost Certification	Invoiced Amount	District Eligible Expenses	Non- Eligible Expenses
INVOICES PAID BY FRASER RIVER DEVELOPMENT COMPANY, LLC			
Cost Certification 1	\$6,999,489.23	\$4,483,047.27	\$2,516,441.96
Cost Certification 2	\$647,948.80	\$61,738.48	\$586,210.32
Cost Certification 3	\$1,703,821.17	\$1,347,451.19	\$356,369.98
Cost Certification 4	\$1,733,029.13	\$1,441,544.68	\$291,484.45
Cost Certification 5	\$1,481,176.31	\$1,052,396.71	\$428,779.60
Cost Certification 6	\$54,332.46	\$12,334.82	\$41,997.65
Cost Certification 7	\$204,819.46	\$118,339.56	\$86,479.90
SUBTOTAL	\$12,824,616.56	\$8,516,852.70	\$4,307,763.86
INVOICES PAID BY THE ROAM METROPOLITAN DISTRICT			
Cost Certification 1	\$0.00	\$0.00	\$0.00
Cost Certification 2	\$42,997.05	\$42,899.05	\$98.00
Cost Certification 3	\$10,088.64	\$10,088.64	\$0.00
Cost Certification 4	\$19,990.98	\$19,990.98	\$0.00
Cost Certification 5	\$23,627.54	\$23,627.54	\$0.00
Cost Certification 6	\$0.00	\$0.00	\$0.00
Cost Certification 7	\$37,381.93	\$37,381.93	\$0.00
SUBTOTAL	\$134,086.14	\$133,988.14	\$98.00
Total	\$12,958,702.70	\$8,650,840.84	\$4,307,861.86

**Attachment D
Roam Metro District
Summary of Cost Certifications by Category**

Cost Certification 1 - 6

Sanitary Sewer	\$1,273,666.55
Water	\$2,008,653.86
Street Improvements	\$3,716,322.71
Traffic and Safety	\$54,602.94
Parks & Recreation	\$1,441,873.26
Public Transportation	\$0.00
Television Relay and Translation	\$0.00
Mosquito Control	\$0.00
Security Improvements	\$0.00
Total	\$8,495,119.32

Cost Certification 7

Sanitary Sewer	\$0.00
Water	\$0.00
Street Improvements	\$87,443.50
Traffic and Safety	\$0.00
Parks & Recreation	\$68,277.99
Public Transportation	\$0.00
Television Relay and Translation	\$0.00
Mosquito Control	\$0.00
Security Improvements	\$0.00
Total	\$155,721.49

Total

Sanitary Sewer	\$1,273,666.55
Water	\$2,008,653.86
Street Improvements	\$3,803,766.21
Traffic and Safety	\$54,602.94
Parks & Recreation	\$1,510,151.25
Public Transportation	\$0.00
Television Relay and Translation	\$0.00
Mosquito Control	\$0.00
Security Improvements	\$0.00
Total	\$8,650,840.81

Attachment E

Project Photos



Overall



Overall



Overall



Overall



Overall



Ski Idlewild Road North End



Roam Way & Beavers Lodge Road



Beavers Lodge Road South



Beavers Lodge Road Cul-de-Sac at Parcel D



Vasquez Road East



Ski Idlewild Road at Vasquez Road



Beavers Lodge Road North from Roam Way



Duplexes



Vasquez West



Future Cabin Lots



Vasquez Single Family



Roam Way Entrance



Ski Idlewild Road South