RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
WARD TOD METROPOLITAN DISTRICT NO. 1

REGARDING ACCEPTANCE OF PUBLIC INFRASTRUCTURE
(Tracts II, JJ, MM, NN, OO, PP, U, U1, U2, U3, and U4, Ridge at Ward Station Filing No. 2)

WHEREAS, the Ward TOD Metropolitan District No. 1, in the City of Wheat Ridge, Jefferson County, Colorado (the "**District**"), is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the "**Public Infrastructure**"), as described in Article 1, Title 32, Colorado Revised Statutes (the "**Special District Act**"), and as authorized in the Service Plan for the District, as amended (the "**Service Plan**"); and

WHEREAS, in accordance with the Special District Act and the Service Plan, the District has the power to acquire real and personal property, manage, control, and supervise the affairs of the District, including the acquisition, financing, construction, and installation of the Public Infrastructure, and to perform all other necessary and appropriate functions in furtherance of the Special District Act and the Service Plan; and

WHEREAS, the District and Toll Southwest LLC ("**Toll Southwest**") entered into that certain Infrastructure Acquisition and Reimbursement Agreement dated August 27, 2019 (the "**Acquisition Agreement**"); and

WHEREAS, pursuant to the Acquisition Agreement, Toll Southwest now requests the District acquire Public Infrastructure and associated real property as more particularly set forth on **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Accepted Infrastructure**"); and

WHEREAS, pursuant to the Acquisition Agreement, Toll Southwest has provided the necessary documents for the Acceptance Infrastructure; and

WHEREAS, the Board has reviewed the information provided by Toll Southwest and other information as may be appropriate and has determined the best interests of the District, its residents, users, and property owners would be served by the District acquisition on the Accepted Infrastructure from Toll Southwest.

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this resolution.

2. Acknowledgement of Documents Received. With respect to the Accepted Infrastructure, the Board makes the following findings.

a. The Board has received a completed Application for Acceptance of District Eligible Costs and Public Infrastructure on the District's standard form.

b. Toll Southwest has submitted the following information required under Schedule 2 of the Acquisition Agreement;

i. Certification from an engineer stating that (1) the Accepted Infrastructure has been inspected for compliance with approved designs, plans and construction standards, (2) that the Accepted Infrastructure (or its individual components and/or subsystems, if applicable) have been substantially constructed in accordance with the approved designs, plans and construction standards, and (3) the Accepted Infrastructure is fit for its intended purpose is attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Engineer's Design Certification**"); and

ii. A Special Warranty Deed conveying the Accepted Infrastructure and real property free and clear of all liens, claims and other encumbrances in the form attached hereto as **Exhibit C** and incorporated herein by this reference (the "**Special Warranty Deed**"); and

iii. An Affidavit and Indemnification Agreement between Toll Southwest and the District in the form attached hereto as **Exhibit D** and incorporated herein by this reference, whereby Toll Southwest provides assurances to the District that no contractor, subcontractors, material providers or suppliers that performed work on or provided materials for the Accepted Infrastructure have any claim for any mechanic's or materialman's liens related to the Accepted Infrastructure (the "**Indemnification Agreement**").

iv. The Board has determined to waive the additional requirements under Schedule 2 of the Acquisition Agreement because the Accepted Infrastructure is substantially complete and/or the additional requirements are not applicable to the Accepted Infrastructure.

3. Warranty. Toll Southwest has agreed to guarantee the Accepted Infrastructure to be free from defects in workmanship and materials for a period of two (2) years from the date of this resolution (the "**Warranty Period**"). In the event that any substantial repair or replacement is required to any of the Accepted Infrastructure during the Warranty Period and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the Warranty Period, the District may elect to extend the Warranty Period for up to one (1) additional year following completion of the repair or replacement.

4. Acceptance of Public Infrastructure. Subject to terms of the Acquisition Agreement and this resolution, the District accepts the Accepted Infrastructure for ownership, operations, and maintenance effective the date of this resolution.

ADOPTED THIS 21st DAY OF OCTOBER, 2024.

DISTRICT:
WARD TOD METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Ben Both
Ben Both (Nov 25, 2024 16:35 MST)
Officer of the District

Attest:

By: Tim Westbrook
Tim Westbrook (Dec 3, 2024 18:23 MST)
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON

General Counsel to the District

Exhibit A
Accepted Infrastructure

Exhibit B
Engineer's Design Certification

Exhibit C
Special Warranty Deed

(No Documentary Fee Required – Exempt under § 32-13-102(2)(a), C.R.S. CONSIDERATION LESS THAN $500)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of October 21, 2024, between TOLL SOUTHWEST LLC, a Delaware limited liability company whose address is c/o Ken Greenspan, Esq., Toll Bros., Inc., 250 Gibraltar Road, 3rd Floor, Horsham, PA 19044 (the "**Grantor**") hereby grants, sells, and conveys to WARD TOD METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado whose address is 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 (the "**Grantee**").

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey and confirm, unto Grantee, its heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying, and being located in the County of Jefferson, State of Colorado, described as follows:

> Tracts II, JJ, MM, NN, OO, PP, U, U1, U2, U3, and U4 of The Ridge At Ward Station, Filing No. 2 recorded at Reception Number 2020098997 in Jefferson County, State of Colorado.

TOGETHER, with all the singular rights, tenements, easements, appendages, ways, hereditaments, privileges, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (the "**Property**").

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever, Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successor and assign, that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person lawfully claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of this _____ day of October, 2024.

GRANTOR:

TOLL SOUTHWEST LLC, a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signor

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of October, 2024, by _____ as Authorized Signor of Toll Southwest LLC.

Witness my hand and official seal.

My commission expires_____.

_____
Notary Public

Exhibit D
Indemnification Agreement

AFFIDAVIT AND INDEMNIFICATION AGREEMENT

This **AFFIDAVIT AND INDEMNIFICATION AGREEMENT** (the "**Agreement**") is entered into this _____ day of _____, 2024, by and between **WARD TOD METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **TOLL SOUTHWEST LLC**, a Delaware limited liability company ("**Toll Southwest**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, the District and Toll Southwest entered into that certain Infrastructure Acquisition and Reimbursement Agreement dated August 27, 2019 (the "**Acquisition Agreement**");

WHEREAS, Toll Southwest has requested the District accept and acquire the Improvements constructed by Toll Southwest on Tracts II, JJ, MM, NN, OO, PP, U, U1, U2, U3, and U4 of The Ridge At Ward Station, Filing No. 2 recorded at Reception Number 2020098997 in Jefferson County, State of Colorado as more particularly described on the attached **Exhibit A** (the "**Accepted Infrastructure**"); and

WHEREAS, pursuant to Schedule 2 of the Acquisition Agreement, one condition precedent of the District's acceptance of the Accepted Infrastructure is the receipt by the District of lien waivers, in a form acceptable to the District, from each contractor that performed work on or provided materials for the Accepted Infrastructure verifying that all amounts due to such contractors, and any subcontractors, material providers, or suppliers, have been paid in full (the "**Lien Waivers**"); and

WHEREAS, because Toll Southwest is not seeking reimbursement for District Eligible Costs related to the Accepted Infrastructure, this Agreement shall suffice for the requirement for lien waivers under the Acquisition Agreement; and

WHEREAS, the District and Toll Southwest desire for this Agreement to provide assurances to the District that no contractors, subcontractors, material providers or suppliers that performed work on or provided materials for the Accepted Infrastructure have any claim for any mechanic's or materialman's liens related to the Accepted Infrastructure.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Toll Southwest Representations. Toll Southwest, to induce the District to acquire the Accepted Infrastructure, does hereby make the following representations to the District, with full knowledge and intent that the District will rely thereon:

a. All bills for services, labor and/or materials furnished, used or delivered in connection with the construction of the Accepted Infrastructure up to and through the date first set forth above have been paid.

b. There are no judgments against Toll Southwest in relation to the Accepted Improvements nor are there any encumbrances against the Accepted Infrastructure as of the date first set forth above.

c. All contractors, subcontractors, material providers and suppliers who furnished services, labor or materials in connection with the construction of the Accepted Infrastructure have been paid in full.

d. No claims have been made to Toll Southwest and no suits are now pending on behalf of any contractor, subcontractor, material provider or supplier in relation to the Accepted Infrastructure.

2. Indemnification. Toll Southwest shall at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and/or liens for labor performed or materials used or furnished in the construction of the Accepted Infrastructure, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, Toll Southwest will immediately cause the effect of any suit or lien to be removed from the Accepted Infrastructure. In the event Toll Southwest fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by Toll Southwest. In the event a suit on such claim or lien is brought, Toll Southwest will, at the option of the District, defend the District in said suit at its own cost and expense, with counsel satisfactory to the District, and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. Toll Southwest may litigate any such lien or suit, provided Toll Southwest causes the effect thereof to be removed promptly in advance from the Accepted Improvements. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by Toll Southwest to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage carried by Toll Southwest shall in no way lessen or limit the liability of Toll Southwest under the terms of this indemnification obligation. Toll Southwest shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection pursuant to this Agreement.

3. District's Waiver. In consideration of Toll Southwest's representations and indemnification obligation contained herein, the District hereby waives the requirement contained in Schedule 2 of the Acquisition Agreement that Toll Southwest provide the District with the Lien

Waivers prior to the District's acceptance of the Accepted Infrastructure, and instead relies on the Toll Southwest's representations and indemnification obligation contained herein as satisfaction of the requirement for the provision of the Lien Waivers as contained in Schedule 2 of the Acquisition Agreement.

4. Governing Law/Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, forum non-conveniens or otherwise. At the District's request, Toll Southwest shall carry on its duties and obligations under this Agreement during any legal proceedings until and unless this Agreement is otherwise terminated. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

5. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

6. Severability. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained herein, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. Counterpart Execution. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature page follows.]

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

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

Ben Both
Ben Both (Nov 25, 2024 16:35 MST)

Officer of the District

ATTEST:

Tim Westbrook
Tim Westbrook (Dec 3, 2024 18:23 MST)

TOLL SOUTHWEST LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Exhibit A
Accepted Infrastructure

SECOND AMENDMENT TO
FUNDING AND REIMBURSEMENT AGREEMENT
(Operations and Maintenance)

This **SECOND AMENDMENT TO FUNDING AND REIMBURSEMENT AGREEMENT** (the "**First Amendment**") is made and entered into this 21st day of October, 2024, effective as of January 1, 2024, by and between **WARD TOD METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **TOLL SOUTHWEST, LLC**, a Delaware limited liability company ("**Toll Southwest**"). The District and Toll Southwest are referred to herein as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Funding and Reimbursement Agreement (Operations and Maintenance), dated August 27, 2019, as amended by the First Amendment to Funding and Reimbursement Agreement (Operations and Maintenance), dated October 19, 2022 (the "**Agreement**"); and

WHEREAS, Paragraph 1 of the Agreement sets forth Toll Southwest's obligation to loan the District one or more sums of money, not to exceed (i) $50,000 for calendar year 2019; (ii) $50,000 for calendar year 2020; (iii) $55,000 for calendar year 2021; (iv) $67,000 for calendar year 2022; and (v) $77,000 for calendar year 2023, up to $299,000 total; and

WHEREAS, pursuant to this Second Amendment the Parties desire to extend the Loan Obligation Termination Date, to December 31, 2024 and increase the Maximum Loan Amount; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, all of which are integrated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Amendment to Paragraph 1. The Parties hereby amend and restate in its entirety Paragraph 1 of the Agreement as follows:

> 1. Loan Amount and Term. Toll Southwest agrees to loan to the District one or more sums of money, not to exceed the aggregate of (i) $50,000 for calendar year 2019; (ii) $50,000 for calendar year 2020; (iii) $55,000 for calendar year 2021; (iv) $67,000 for calendar year 2022; (v) $202,000 for calendar year 2023; (vi) $115,000 for calendar year 2024 up to $539,000 total (as the same may be subsequently increased by agreement of the Parties hereto and execution of a supplement or addendum to this Agreement) (the "**Maximum Loan Amount**"). Any amounts loaned to the District prior to the date of this Agreement shall not count against the

Maximum Loan Amount. These funds shall be loaned to the District in one or a series of installments and shall be available to the District through December 31, 2024 (as the same may be amended pursuant to an annual review evidenced by supplement or amendment hereto, the "**Loan Obligation Termination Date**"). Thereafter, Toll Southwest may agree to renew its obligations hereunder by providing written notice thereof to the District, in which case the Loan Obligation Termination Date shall be amended to the date provided in such notice, which date shall not be earlier than December 31 of the succeeding year.

2. Amendment to Paragraph 10. The Parties hereby agree to amend and restate in its entirety Paragraph 10.a. of the Agreement as follows:

10. Termination.

a. Toll Southwest's obligations to advance funds to the District in accordance with this Agreement shall terminate on December 31, 2024, (subject to the extension terms above), except to the extent advance requests have been made to Toll Southwest that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date.

3. Prior Provisions Effective. Except as provided herein, all provisions of the Agreement remain unchanged and in full force and effect.

4. Counterpart Execution. This Second Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Amendment.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

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

Ben Both
Ben Both (Nov 25, 2024 16:35 MST)

Officer of the District

ATTEST:

Tim Westbrook
Tim Westbrook (Dec 3, 2024 18:23 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

TOLL SOUTHWEST:

TOLL SOUTHWEST, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____