

**AMENDED AND RESTATED
RESOLUTION
OF
EAGLE BEND METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION OF WATER RATES**

WHEREAS, pursuant to an order of the District Court for Arapahoe County, Colorado, Eagle Bend Metropolitan District (the "**District**") was duly and validly created as a metropolitan district in accordance with all applicable laws; and

WHEREAS, the District is empowered under a Consolidated Service Plan for the Eagle Bend Metropolitan District Nos. 1 and 2 (the "**Service Plan**"), approved by the City of Aurora, Colorado (the "**City**") on June 20, 2001, as amended; and

WHEREAS, pursuant to §32-1-1001(1), C.R.S. and the Service Plan, the District is authorized to construct, own, operate, and maintain an irrigation water system and all necessary facilities appurtenant thereto; and

WHEREAS, the District operates, and maintains two (2) wells which provide irrigation water to property within the boundaries of the District (collectively, the "**North and South Wells**") and all necessary appurtenant facilities and equipment; and

WHEREAS, as a supplemental water source, the District has also installed a three inch (3") service line and meter at 8009 South Buchanan Way in order to allow for the transfer of potable water from the City to the Eagle Bend irrigation pond (the "**Buchanan Tap**"); and

WHEREAS, the District entered into an Intergovernmental Agreement with the City on August 7, 2018 that detailed the rights and responsibilities of the City and District for the design and construction of a pipeline connection in order for the District to access the City's Rampart raw water supply pipeline in order to provide a raw water source for irrigation of the golf course at Heritage Eagle Bend and open space (the District's supply pipeline is known as the "**Raw Water Pipeline**"); and

WHEREAS, the Service Plan and §32-1-1001(1)(j)(I), C.R.S., authorize the District to impose fees and rates for services provided by the District related to the North and South Wells, Buchanan Tap and Raw Water Pipeline; and

WHEREAS, pursuant to §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, the revenues from which fees, rates, tolls and charges may be pledged to the payment of any indebtedness of the District; and

WHEREAS, pursuant to §32-1-1001(2), C.R.S., the Board, as a governing body that furnishes domestic water or sanitary sewer services directly to residents and property owners within or outside of the District, may fix or increase fees, rates, tolls, penalties or charges for

domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty (30) days after providing notice stating that the action is being considered and stating the date, time and place of the meeting at which the action is being considered; and

WHEREAS, pursuant to §32-1-1001(2)(a)(IV), C.R.S., on September 25, 2024, the Board provided the required thirty (30) days' notice by posting the notice on the official website of the District; and

WHEREAS, in order to properly impose fees and rates for services provided by the District the District contracted with TZA Water Engineers to perform a third well feasibility study on February 14, 2019; and

WHEREAS, the City establishes the rate for all of the District's water sources on an annual basis and bills the District accordingly; and

WHEREAS, the District, subject to annual appropriation, makes capital surcharge payments to the City to access water from the Raw Water Pipeline; and

WHEREAS, the District incurs certain costs for the maintenance and operation of the North and South Wells; and

WHEREAS, the District desires to establish a fixed rate for costs related to operations and maintenance, engineering, administration and capital outlays ("**Water Operation Fee**"), and a fixed rate related to water usage ("**Water Consumption Fee**"); and

WHEREAS, on November 19, 2020, the Board of Directors adopted, the Resolution of Eagle Bend Metropolitan District Concerning the Imposition of 2021 Water Rates as amended by that Amended and Restated Resolution of Eagle Bend Metropolitan District Concerning the Imposition of 2022 Water Rates dated March 3, 2022 and amended by that Amended and Restated Resolution of Eagle Bend Metropolitan District Concerning the Imposition of Water Rates dated November 17, 2022 and as further amended by that Amended and Restated Resolution of Eagle Bend Metropolitan District Concerning the Imposition of Water Rates dated November 16, 2023 (collectively, the "**Prior Fee Resolution**"); and

WHEREAS, the Board has determined that it is necessary and in the best interests of the District, present and future property owners within the District and the properties served by the District to amend and restate in its entirety the Prior Fee Resolution.

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

1. Water Operation Fee. The District hereby resolves that a monthly Water Operation Fee will be charged to Heritage Eagle Bend Master Association at the rate of \$19,375 per month for eight (8) months from March 1st through October 31st, for an aggregate annual fee of \$155,000.

2. Water Consumption Fee. The District hereby resolves that the rate charged for water provided shall be \$2.78 per one-thousand gallons, subject to the Non-Season Service Charge set forth in Section 3.

3. Non-Season Service Charge. Water services will be provided by the District during the year from March 1st through the earlier of (i) November 30th, or (ii) such time as the District winterizes its irrigation system, subject to timely payment of fees as set forth in Sections 1, 2 and 3 herein. The Buchanan Tap water will be turned off on November 1st. If emergency water services are required by any User (as that term is defined herein) after the earlier of November 30th or such time as the District winterizes its irrigation system, such water will be provided from the rates established herein plus a service charge equal to all actual costs expended by the District in turning the water system on and off.

4. Water Conservation. All Users (as that term is defined herein) shall be required to exercise appropriate water conservation practices as may be required by the City.

5. Billing and Payment of Fees. The District shall invoice all entities or individuals provided water by the District (the "User") from the sources identified in this Resolution based upon any outstanding Water Operation Fee, as applicable, as well as the respective User's monthly consumption of the respective water sources at the Water Consumption Fee (collectively, the "Fees") established hereunder. Payment of any invoice is due twenty-one (21) calendar days after issuance and any invoice not paid by its due date may accrue interest and/or late fees as follows and all such Users shall be expressly responsible for the costs of collection incurred and/or termination of service by the District as follows:

A. Any Fee that is not paid in full at the office of the District's Accountant by the scheduled due date shall be assessed a late fee of Five Percent (5%) of the amount due on that date, and an additional Five Percent (5%) on each monthly anniversary of that date thereafter until the Fee is paid in full including all late fees relating thereto, not to exceed Twenty-Five Percent (25%) of the amount due, pursuant to §29-1-1102(3), C.R.S.;

B. Interest shall also accrue on any outstanding past due Fee, exclusive of assessed late fees, attorneys' fees, interest or other costs of collections, at the rate of Eighteen Percent (18%) per annum pursuant to §29-1-1102(7), C.R.S.; and

C. The District, at its sole discretion and without any liability to any User, may terminate service to any User which has outstanding amounts owed to the District which at the time of termination are more than thirty (30) days in arrears. The District may, at its sole discretion, assess such additional fees as it deems appropriate to any user for the re-establishment of services.

6. Perpetual Lien. Pursuant to §32-1-1001(j)(I), C.R.S., all Fees as contemplated herein shall, until paid, constitute a perpetual lien on and against the property served or to be served by the District or improvements provided by or owned by the District or to be provided by the District within a reasonable time. All such liens shall be in a senior position as against all other liens of record affecting the property served or benefited, or to be served or benefited by the improvements and shall run with the property and remain in effect as to any

portion of such property as to which the appropriate Fee has not been paid. All liens arising from Fees remaining unpaid to the District may be foreclosed in any manner authorized by law and at the sole discretion of the District.

7. Cumulative Fees. The Fees set forth in this resolution shall be cumulative and in addition to other fees or charges established by the District from time to time.

8. Severability. Invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Resolution.

9. Prior Fees. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

10. Effective Date. This Resolution shall become effective on January 1, 2025.

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ADOPTED AND APPROVED this 6th of November 2024.

EAGLE BEND METROPOLITAN DISTRICT

By: _____
President

Signed by:
Will Schippers
BB5D3FF168D547D...

ATTEST:

DocuSigned by:
Debra Mascis
3F960703B41B4E8...

ADOPTED AND APPROVED this 24th of March 2025.

**HERITAGE EAGLE BEND
MASTER ASSOCIATION**

By: _____
Name: Gene Blum
Title: President

Signed by:
Gene Blum
70E303D2E78E4F1...

Certificate Of Completion

Envelope Id: AE25F162-B914-4208-93A0-F0C6B263E345
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 Client Name: Eagle Bend MD
 Client Number: Eagle Bend MD
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Marlena Brzeska-Cloyd
 220 S 6th St Ste 300
 Minneapolis, MN 55402-1418
 Marlena.Brzeska-Cloyd@claconnect.com
 IP Address: 73.78.65.233


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Status: Original
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 Holder: Marlena Brzeska-Cloyd
 Marlena.Brzeska-Cloyd@claconnect.com
 Location: DocuSign

Signer Events

Gene Blum
 gblum@heritageeaglebend.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 96.90.170.153

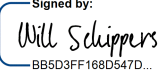
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Electronic Record and Signature Disclosure:

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Will Schippers
 Will_WLSLLC@msn.com
 President
 Security Level: Email, Account Authentication
 (None)

Signed by:

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Debra Mascis
 ds mascis@gmail.com
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 (None)

DocuSigned by:

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 Using IP Address: 73.169.106.169

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Tiffany McDaniel tmcDaniel@wbapc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/24/2025 12:11:01 PM
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/24/2025 12:11:00 PM
Completed	Security Checked	3/24/2025 12:11:01 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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