

**RESOLUTION OF THE NORTHERN INFRASTRUCTURE  
GENERAL IMPROVEMENT DISTRICT  
No. GID 01-02**

WHEREAS, the Northern Infrastructure General Improvement District (GID) is a public corporation and body politic organized and existing under the laws of the State of Colorado and has for its purpose the provision of water and wastewater services to its municipal residents; and

WHEREAS, the Board of Directors of the GID (the Board) has heretofore adopted Resolution No. GID 98-01 (the Prior Resolution) regarding various matters; and

WHEREAS, in order to enable and expedite its purpose, the Board has in the Prior Resolution authorized the preparation of and approved the following agreements (the Agreements):

A. Agreement Between Northern Infrastructure General Improvement District and South Adams County Water and Sanitation District and its Enterprise for the Purpose of Construction, Installation and Maintenance of Water Lines, Wastewater Lines, Accessories and Appurtenances thereto.

B. Participation Agreement By and Among South Adams County Water and Sanitation District, the City of Commerce City and the Northern Infrastructure General Improvement District.

C. Utility Extension Rebate Agreement.

WHEREAS, in the negotiations preliminary to the Agreements, representations were made by the GID to the landowners in the GID and to South Adams County Water and Sanitation District (SACWSD) to enable the Agreements to be adopted; and

WHEREAS, in order to facilitate a refunding of the Commerce City Northern Infrastructure General Improvement District Limited Tax General Obligation Bonds, Series 1998 (the 1998 Bonds) issued for the construction and installation of water lines, wastewater lines, accessories and appurtenances thereto in the GID (the Project), it is necessary to repeal and reenact the Prior Resolution and the Board has received the consents required under the Prior Resolution to do so; and

WHEREAS, this resolution is irrevocable and not subject to amendment without the prior written consent of the Original GID Landowners (as herein defined) until the 1998 Bonds or any refinancing thereof (the Bonds), are totally repaid.

NOW, THEREFORE, be it resolved by the Board of Directors of the Northern Infrastructure General Improvement District as follows:

1. If in any year the Board determines that it will be necessary to (i) levy a general property tax of more than 35 mills to meet the obligations, including debt service, of the GID; (ii) refund the Bonds; or (iii) issue additional debt from the remaining \$3,500,000 of the \$15,000,000 heretofore authorized at an election held November 4, 1997 by the electors of the GID, this Board shall convene a meeting of the SACWSD and any owner of 100 acres or more of land within the GID. At the meeting, those in attendance may investigate and discuss the said topics for which the meeting was convened provided, however, that after such meeting this Board shall determine the appropriate course of action, after considering the best interests of the GID, but in regard to certification of a mill levy shall in no event certify a mill levy in excess of 50 mills in any year; unless variable rate bonds are issued to refund the 1998 Bonds which are secured by a letter of credit, then the maximum mill levy which may be certified shall be:

(a) 75 mills provided however, that in the event the method of calculating assessed valuation is changed after the date of issuance of the Bonds, the 75 mill levy limitation provided herein will be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes; or

(b) unlimited on and after the first date when the GID's then outstanding debt is not more than 50% of the certified assessed valuation of all taxable real and personal property in the GID.

2. In the event the Board desires to consider an amendment to any of the Agreements, the Board shall, at least thirty (30) days in advance of Board action, send written notice of such intent to SACWSD and any owner of 100 acres or more of land within the GID who shall have the right to confer, investigate and discuss the purpose thereof with the Board; however, thereafter this Board, in its sole discretion, shall determine the appropriate course of action after considering the best interests of the GID. Notwithstanding the foregoing, none of the Agreements may be amended unless all parties signatory to the agreement under consideration agree to the proposed amendment.

3. Prior to giving any consent for water and sewer service as provided in paragraph 5 of the Agreement Between Northern Infrastructure General Improvement District and South Adams County Water and Sanitation District and its Enterprise for the Purpose of Construction,

Installation and Maintenance of Water Lines, Wastewater Lines, Accessories and Appurtenances Thereto, the GID will require that the Declaration of Covenants and Restrictions between the landowners in the GID and United Power, Inc. has been recorded in the real estate records of the Clerk and Recorder of Adams County, Colorado.

4. There shall be established a policy to impose and collect a series of fees and charges to potential service users who may benefit from the water and wastewater lines installed in the GID and such policy shall be adopted prior to any connection for service to such water lines and wastewater lines and shall remain in place subject to amendment from time to time until the Bonds and refunding of the Bonds are fully repaid. The policy established pursuant hereto shall, as a minimum, provide:

A. Original GID Landowners, as to land in the GID as of April 27, 1998, would pay annual GID property taxes assessed against their property, would waive utility rebates as provided in the Utility Extension Rebate Agreement included in the Agreements herein approved and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with closing on the Bonds. The Original GID Landowners are herein defined as follows:

Watterson:

Northwood Village Associates, Ltd.  
120th and Buckley Associates, Ltd.  
120th and Chambers, L.L.C.

Marshall:

Enterprise Corridor Land Associates, L.P.  
Oceanic Partners, L.L.C.

Fulenwider:

96th and Potomac, L.L.C.  
Buffalo Hills Ranch, L.L.C.

Carlson:

Jack D. Feuer

*Business Center Investors*

Catellus:

*Burlington Northern and Santa Fe Railway Company*

Melody Homes:

*Melody Homes (as successor to Henderson Rental Properties, Inc.)*

B. Original GID Landowners, as to land petitioned into the GID subsequent to April 27, 1998, but during the period of capitalized interest on the 1998 Bonds, would pay annual GID property taxes assessed against said property after the date of inclusion in the GID, would waive utility rebates as provided in the Utility Extension Rebate Agreement included in the Agreements herein approved and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with inclusion of said land in the GID.

C. Original GID Landowners, as to land petitioned into the GID subsequent to the period of capitalized interest on the 1998 Bonds, would pay a one-time fee equal to the GID property taxes assessed against said property from the date on which a levy was commenced by the GID of GID property taxes through the date said land is included in the GID, would waive utility rebates as provided in the Utility Extension Rebate Agreement included in the Agreements herein approved and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with inclusion of the said land in the GID.

D. Not Original GID Landowners, who petition their land into the GID during the period of capitalized interest on the 1998 Bonds, would pay a one-time fee to be determined by the GID which shall take into account the contributions made by the Original GID Landowners in the organization, charges and start-up expenses of the GID, would pay an additional fee to be determined by the GID which would include consideration, with concurrence of SACWSD, of the possibility that they will be using capacity in the Project, would pay the GID property taxes assessed against said property after the date of inclusion in the GID, would waive utility rebates as provided in the Utility Extension Rebate Agreement included in the Agreements herein approved and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with inclusion of the said land in the GID.

E. Not Original GID Landowners, as to land petitioned into the GID subsequent to the period of capitalized interest on the 1998 Bonds, would pay a one-time fee to be determined by the GID which may take into account the contributions made by the Original GID Landowners in the organization, charges and start-up expenses of the GID, would pay an additional fee to be determined by the GID which would include consideration, with concurrence of SACWSD, that this category of landowners will be using capacity in the Project, would pay the GID property taxes assessed against said property after the date of inclusion in the GID, would pay a one-time fee equal to the GID property taxes which would have been payable for the said property from the date on which a levy was commenced by the GID of GID property taxes through the date said land is included in the GID, would waive utility rebates as provided in the Utility Extension Rebate Agreement included in the Agreements herein approved and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with inclusion of the said land in the GID.

F. Landowners of land to be served that is not included in the GID would pay a one-time fee to be determined by the GID and which may take into account the contributions made by the original GID Landowners in the organization, charges and start-up expenses of the GID, would pay an additional fee as determined by the GID which would include consideration, with concurrence of SACWSD, of the possibility that said landowners will be using capacity in the Project, would pay the GID additional fees equal to the property taxes assessed against said property after the date on which it would have otherwise been included in the GID, would pay a one-time fee equal to the GID property taxes which would have been payable for the said property from the date on which a levy is commenced by the GID of GID property taxes through the date said land receives service from GID facilities, and would pay a rebate fee as determined by the GID and SACWSD for service received from the Project and as to the said land would sign and record the Declaration of Covenants and Restrictions between each said landowner and United Power, Inc. in conjunction with commencement of use of the Project facilities.

5. All reference in this resolution to "Original GID Landowners" and "Landowner(s)" shall include the heirs, personal representatives, successors and assigns of the Original GID Landowners and Landowner(s) herein referenced to the extent such heirs, personal representatives, successors and assigns expressly accept and agree to the rights, duties and obligations required by the GID and SACWSD of Original GID Landowners and Landowners for inclusion in the GID and SACWSD or service from SACWSD.

6. All landowners served by the Project shall be subject to the terms and provisions of the Agreements, but shall not be considered parties thereto.

7. Because Original GID Landowners have acted in reliance upon the provisions of this Resolution, this Resolution shall remain irrevocable and not subject to amendment without the prior written consent of the Original GID Landowners until the Bonds are fully repaid.

8. Land to be included in the GID shall also be included in SACWSD pursuant to the rules and regulations of SACWSD, as amended from time to time..

9. None of the provisions of this resolution shall apply to the Agreement for Restricted Service to the City of Brighton as authorized in attached Exhibit "C".

10. Pursuant to Section 31-25-633, C.R.S., any legal or equitable action brought with respect to this Resolution shall be commenced within thirty days after its adoption or else shall be thereafter perpetually barred.

11. This Resolution is effective upon adoption and supercedes the Prior Resolution except that nothing herein affects the Board's approval of the Agreements in the Prior Resolution.

RESOLVED AND PASSED THIS 26th DAY OF NOVEMBER, 2001.

COMMERCE CITY NORTHERN INFRASTRUCTURE  
GENERAL IMPROVEMENT DISTRICT

BY: Casey Hayes  
President

ATTEST:

Judith A. Ridgely  
Secretary