

**RESOLUTION NO. 2017-11-01**

**AMENDED AND RESTATED RESOLUTION OF THE BOARD OF DIRECTORS OF  
BEEBE DRAW FARMS AUTHORITY  
ADOPTING FEES FOR AMENITIES**

A. Beebe Draws Farms Authority, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “**Authority**”), was duly and validly organized in accordance with all applicable laws of the State of Colorado.

B. Pursuant to that certain Authority Establishment Agreement dated April 12, 2011 (the “**AEA**,” as the same may be amended from time to time), between Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 (collectively, the “**Districts**”), the Authority was established for the purpose of furnishing, operating, and planning for the Public Improvements (as described in the Districts’ Amended and Restated Consolidated Service Plan approved March 16, 2011, the “**Service Plan**,” as the same may be amended from time to time).

C. Pursuant to the AEA, the Districts agreed, and the Service Plan provides, that the Authority will own, operate, maintain, finance and construct the Public Improvements, and the Authority may set fees, rates, tolls, charges and penalties for services and facilities provided by the Authority, including, without limitation, the provision of Amenities.

D. The Property will benefit from the Public Improvements and the Authority’s operation and maintenance of same.

E. The Board of Directors of the Authority (the “**Board**”) has determined that, to meet the costs associated with certain of the Public Improvements (the “**Amenities**”), it is necessary to impose certain uniform fees for provision of the Amenities (the “**Fee(s)**”).

F. The Authority adopted Resolution No. 2017-05-01 on May 9, 2017, Adopting Fees for Amenities (the “**Original Resolution**”), which Original Resolution was recorded in the official records of Weld County, Colorado at Reception No. 43331373 on August 30, 2017.

G. The Authority has determined that for purposes of meeting the operations and maintenance needs regarding the Public Improvements, certain of the Fees as provided on Exhibit A should be amended. Accordingly, the Authority desires to amend and restate the Original Resolution in its entirety.

NOW, THEREFORE, by and through its Board, the Authority hereby RESOLVES as follows:

1. The Fees, as set forth on Exhibit A, attached hereto and incorporated herein by this reference, are hereby adopted pursuant to the authority granted to the Authority by the AEA, for the purpose of provision, operation and maintenance of the Amenities.

2. As further set forth in Section 3.5(j) of the AEA, the Authority shall have the power to set fees, rates, tolls, charges and penalties, including, without limitation, fees for the

provision of Amenities (as defined in Section 2.1(l) of the AEA). Furthermore, pursuant to Section 9.2 of the AEA, the Authority shall establish differential fees for the use of the Amenities for those who do not reside or own property within of the Districts.

3. The Authority may, in its discretion, waive application of the Fee(s) adopted herein, as to itself without formal action by the Board, and may waive the same with respect to other persons or entities by formal action of the Board.

4. The Authority expressly reserves the right to amend, revise, redact, and/or repeal the Fee(s) adopted herein, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the Board and of the Authority.

5. All Fees shall be due, owing and payable to the Authority, in cash or an equivalent form made payable to "Beebe Draw Farms Authority." In the event that any Fee(s) established hereunder remains unpaid thirty-one (31) days after its respective due date as stated on Exhibit A, the Authority's Manager and/or General Counsel shall be authorized to undertake collection efforts for any and all outstanding amounts. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The Authority's General Counsel shall be entitled to charge reasonable legal fees and any related costs and expenses to the owners of any such real property for said collections efforts.

6. If any clause or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Resolution as a whole but shall be severed here from, leaving the remaining clauses or provisions in full force and effect.

7. This Resolution hereby replaces and supersedes any previously adopted resolutions by or on behalf of the Authority regarding the imposition of fees for Amenities.

8. The Fees set forth herein are hereby approved and adopted by resolution of the Board of Directors of the Beebe Draw Farms Authority effective as of January 1, 2018.

**[SIGNATURE PAGE FOLLOWS]**

ADOPTED AND APPROVED this 14 day of November, 2017.

**BEEBE DRAW FARMS AUTHORITY**

By: P. Joseph II  
President

Attest:

[Signature]  
Secretary

**EXHIBIT A**

**FEES**

The following Fees are hereby established and payable in accordance with the provisions of the Resolution Adopting Fees for Amenities:

**A. Swimming Pool**

1. Residents of/Property Owners within the Authority (“In-Authority”):
  - a. \$120/year family membership
2. Non-residents of/non-property owners within the Authority (“Non-Authority”):
  - a. \$300.00/year
  - b. Full payment due at time of membership

**B. Pavilion at the Swimming Pool**

1. In-Authority:
  - a. \$25.00 non-refundable fee per event.
  - b. Full payment due in conjunction with reservation booking.
2. Non-Authority:
  - a. \$100.00 non-refundable fee per event.
  - b. Fully payment due in conjunction with reservation booking.

**C. Party at the Swimming Pool (Note: Pool membership required)**

1. In-Authority:
  - a. \$150.00 non-refundable fee per event, plus a \$25.00 refundable deposit
  - b. Full payment (\$175.00) due in conjunction with reservation booking
2. Non-Authority:
  - a. \$500.00 non-refundable fee per event, plus a \$250.00 refundable deposit
  - b. Full payment (\$750.000) due at execution of Swimming Pool Event

Agreement.

**D. Outlot A and Lake Christina**

1. In-Authority: No additional fee\*
2. Non-Authority:
  - a. \$500.00 per vehicle per year\*
  - b. Full payment due at execution of Park Use Permit and Agreement and/or Activity Participation, Assumption of Risk, Release and Waiver of Liability

\*Fishing at Lake Christina requires a fishing permit, see item E below.

**E. Fishing Permits**

1. In-Authority:
  - a. \$10.00 non-refundable fee per person. (Children under the age of 16 do not need a permit when accompanied by a permitted individual).
  - b. Payment due at time of receipt of fishing permit.
2. Non-Authority:
  - a. \$100 non-refundable fee per person.
  - b. Payment due at time of receipt of fishing permit.

**F. Reservation of the Pavilion at Lake Christina**

1. In-Authority:
  - a. \$100.00 non-refundable payment and \$100.00 refundable deposit per event.
  - b. Full payment due at execution of Park Use Permit and Agreement
2. Non-Authority:
  - a. \$500.00 non-refundable fee per event
  - b. Full payment due at execution of Park Use Permit and Agreement

**G. RV Storage**

1. In-Authority:
  - a. 490 sq. ft. space: \$300.00 per year

- b. 675 sq. ft. space: \$420.00 per year
- c. Payment due in accordance with the Vehicle Storage Agreement

2. Non-Authority:

- a. 490 sq. ft. space: \$1020.00 per year
- b. 675 sq. ft. space: \$1260.00 per year
- c. Payment due in accordance with the Vehicle Storage Agreement

**H. Community Building Rental for Parties**

1. In-Authority:

- a. \$150.00 non-refundable payment and \$150.00 refundable deposit per event

2. Non-Authority:

- a. \$300.00 non-refundable payment and \$300.00 refundable deposit
- b. Payment due at execution of Community Center Use Permit and Agreement.

**I. Equestrian Facilities and Trail System\*\***

1. In-Authority: No additional fee

2. Non-Authority: \$500.00 per person, per year

- a. Payment due at execution of Park Use Permit and Agreement and/or Activity Participation, Assumption of Risk, Release and Waiver of Liability

\*\*Does not include jump course, which is included in Item D above.