

**NOTICE OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
SOUTHSHORE METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors (the “**Board**”) of the Southshore Metropolitan District (the “**District**”), City of Aurora, Arapahoe County, Colorado, has been scheduled for 5:00 p.m. on Thursday, December 5, 2024, via Zoom:

<https://us02web.zoom.us/j/81100445841>

Or join by phone:

(719) 359-4580

Webinar ID: 811 0044 5841

Ryan Zent, President	May 2027
Kevin Stadler, Vice President/Secretary/Treasurer	May 2027
Jeffrey Bergeon, Vice President/Assistant Secretary/Treasurer	May 2027
Kevin Chan, Vice President/Assistant Secretary/Treasurer	May 2025
Colette Palmer, Vice President/Assistant Secretary/Treasurer	May 2025

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Consideration of Agenda.
3. Consider and ratify Reserve Transfer Agreement by and between the District and Southshore Master Association, Inc.
4. Ratify or approve easement with City of Aurora for crosswalk to Altitude Elementary School.
5. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding election and election-related issues.
6. Possible action on matters discussed in Executive Session.
7. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT

By */s/ Ryan Zent*
Ryan Zent, President

2024 RESERVE TRANSFER AGREEMENT

THIS 2024 RESERVE TRANSFER AGREEMENT (the “**Agreement**”) is made and entered into as of the date of signature (the “Effective Date”) by and among SOUTHSHORE METROPOLITAN DISTRICT (fka Southshore Metropolitan District No. 2), a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), and SOUTHSHORE MASTER ASSOCIATION, INC. (dba Southshore Homeowners Association, Inc.), a Colorado nonprofit corporation (the “**Association**”). The District and the Association are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. The District was formed to serve the needs of that certain residential planned development located in the City of Aurora, Arapahoe County, Colorado known as the Southshore Community (the “**Community**”).

B. The Association was formed, *inter alia*, to further the interests of the residents of the Community, protect homeowner value and to perform the duties and exercise the powers and rights of the Association set forth in the Master Declaration of Covenants, Easements, Conditions and Restrictions recorded on October 4, 2006 at Reception No. B6142519 in the real property records of Arapahoe County, Colorado (the “**Declaration**”).

C. The District is the owner of a Recreation Center, Community Pool and related facilities known as the Lighthouse located at 27301 East Southshore Drive, Aurora, Colorado 80016 (the “**Lighthouse**”); a Recreation Center, Community Pool and related facilities known as the Lakehouse located at 27151 E. Lakeview Drive, Aurora, Colorado 80016 (the “**Lakehouse**”); a boathouse located at 6703 South Robertsdale Way, Aurora, Colorado 80016 (the “**Boathouse**” and together with the Lighthouse and Lakehouse, the “**District Facilities**”) and all common area landscape throughout the Southshore Community (together with the District Facilities, the “**Property**”).

D. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the Board of Directors of the District (the “**District Board**”) has the power to enter into contracts and agreements affecting the business and affairs of the District.

E. Pursuant to Article 3, Section 3.11 of the Declaration, the Association has the right and authority to enter into agreements with any districts for any purpose including to share the costs and/or responsibility for any maintenance, repair, replacement, or other matters.

F. The District, Southshore Metropolitan District No. 1 (“**District No. 1**” and together with the District, the “**Districts**”) and the Association first entered into a Services Agreement (the “**Original Agreement**”) by and among the Parties dated May 25, 2021, for the provision of maintenance services, management, operation and maintenance of the Lighthouse.

G. The Districts and the Association subsequently entered into an AMENDED AND RESTATED SERVICES AGREEMENT dated July 12, 2022 (the “**Prior Agreement**”) to extend the

provision of maintenance services, management, operation and maintenance to the Lakehouse.

H. District No. 1 has been dissolved and, prior to dissolution, assigned all of its rights to the District, and the District assumed all obligations of District No. 1. On December 8, 2023, the District provided notice to the Association that it was exercising its right to terminate the Prior Agreement effective April 1, 2024.

I. On April 1, 2024, the District assumed maintenance services, management, operation and maintenance of District assets including the Lakehouse, Lighthouse, Boathouse, common areas and open space.

J. The Association has accumulated reserve funds intended for long term enhancements and improvements as part of their responsibilities in maintenance services, management, operation on behalf of the District.

K. The Parties desire to have the reserve funds transferred to the District.

AGREEMENT

In consideration of the mutual agreements, covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Association. The reserve funds allocated to long-term enhancements and improvements will be transferred to the District. Funds will be transferred over a period as the Association's Certificates of Deposit expire.
2. District. The District will use the Association reserve funds for long-term enhancement and improvements to the Property. The District will maintain the funds in an interest bearing account. The District currently invests funds in COLOTRUST, a local government investment pool.
3. Reserve Funds. The Association as of September 30, 2024, had the following reserves funds with Certificates of Deposit maturity dates noted if applicable.

<u>Account</u>	<u>Maturity Date</u>	<u>Amount</u>
6680		\$1,283,883
791	12/26/2024	\$155,160
746	7/31/2025	\$159,082
127	9/25/2025	\$160,771

4. Fund Transfer. The method and timing of the fund transfer is at the discretion of the Association. The Association will notify the District when the transfer is to occur. Both Parties will coordinate the transfer of funds including sharing means of

payment, account information, and the timing and amount to be transferred.

5. Notice. Any notice or other official communication given by any Party to the others relating to any act, action, or event under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at the address specified below; or (iii) if by email, upon written response by the other Party acknowledging receipt; or (iv) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class U.S. Mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below:

If to District: Southshore Metropolitan District
Attention: President
c/o Management Trust
3091 South Jamaica Court, Suite 100
Aurora Co 80014
monique.diego@managementtrust.com

With a copy to: David Greher
CEGR Law
44 Cook Street, Suite 620
Denver, Colorado 80206
dgreher@cegrlaw.com

If to the Association: Southshore Homeowners Association, Inc.
Attn: President
c/o AMI
P.O. Box 370750
Denver, Colorado 80237
president@southshoremasterhoa.com

With a copy to: Angela Hopkins
Altitude Community Law 555 Zang
Street, Suite 100
Lakewood, Colorado 80228-1011
ahopkins@altitude.law

6. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the Parties, shall be binding upon the Parties, their directors, officers, employees, agents, and any approved assigns, and shall inure to the benefit of the successors and

assigns of the Parties. No subsequent modification of any term of this Agreement shall be valid or binding upon, or enforceable against any Party, unless made in writing and signed by a duly authorized officer of each Party. This Agreement and any amendment hereof shall inure to and be binding on the successors and permitted assigns of the Parties.

7. Law/Severability. The internal laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement without regard to a choice of law analysis. Venue for any legal action shall be in the District Court for Arapahoe County, Colorado. The prevailing Party in any legal proceeding brought to enforce rights hereunder shall recover from the other Parties its reasonable attorneys' fees and costs. As used herein the term "prevailing Party" means the Party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date specified by signature below.

DISTRICT:

SOUTHSHORE METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____

Date: _____

ASSOCIATION:

SOUTHSHORE MASTER ASSOCIATION, INC. , a
Colorado nonprofit corporation

By: _____

Date: _____