

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
SOUTHLANDS METROPOLITAN DISTRICT NO. 1**

**CONCERNING PARKING ENFORCEMENT AND TOWING
OF VEHICLES ON DISTRICT OWNED PROPERTY**

WHEREAS, Southlands Metropolitan District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Service Plan for the District (the "Service Plan"), approved by the City of Aurora on September 9, 2002, as subsequently amended; and

WHEREAS, among the power granted to the District, pursuant to the Service Plan was the authority to provide certain "Streets" and "Traffic and Safety Control" services within the Southlands commercial development (the "Project"); and

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Board of Directors (the "Board") of the District is authorized to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, Northwood Retail LLC, a Delaware limited liability company (the "Landlord") owns, operates and maintains certain privately owned portions of the Project; and

WHEREAS, pursuant to rules and regulations, contractual terms and other lease covenants between it and lessees (collectively, "Leases"), the Landlord provides certain parking enforcement and towing services for parking facilities located on the privately owned portions of the Project; and

WHEREAS, the District acknowledges the importance of providing retail and office tenants, employees and customers sufficient ground level parking within reasonable distance of their destination; and

WHEREAS, in order to provide for consistent parking regulations and policies throughout the Project, the District desires to permit the Landlord to enforce the provisions of the Leases and provide parking enforcement and towing services on roadway and parking tracts owned by the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. District Property Subject to Enforcement. The Landlord shall have the authority to enter and provide parking enforcement, including but not limited to fining and towing of vehicles, on the following District-owned tracts that are dedicated for roadway and parking use (the “Property”) consistent with the Leases:

- a. East Orchard Road (Southlands Subdivision Filing No. 1, Tract A)
- b. East Orchard Road (Southlands Subdivision Filing No. 5, Tract A)
- c. South Southlands Parkway (Southlands Subdivision Filing No. 4, Tract A)
- d. South Main Street (Southlands Subdivision Filing No. 4, Tract A)
- e. East Commons Avenue (Southlands Subdivision Filing No. 1, Tract A)
- f. South Central Street (Southlands Subdivision Filing No. 4, Tract A)
- g. South Central Street (Southlands Subdivision Filing No. 1, Tract A)
- h. Main Street (Southlands Subdivision Filing No. 16, Amendment No. 1, Tract A)

2. Authority. The Landlord shall have authority to patrol, ticket, fine, tow vehicles, or contract with third-parties to cause the same, as well as set parking policies, rules and regulations governing such activities (the “Services”), consistent with the terms of the Leases. The Landlord shall provide the Services in the same manner as it provides parking enforcement and related services for the portions of the Project not owned by the District. The Landlord shall provide the District with any policies, rules and regulations it promulgates related to the provision of the Services, and inform the District immediately of any material changes to its policies, rules and regulations.

3. Appeals. Any disputes arising out of the enforcement of the Landlord’s policies, rules and regulations occurring on the Property shall be referred to the District Manager. The District Manager shall have the authority and discretion to make any final dispositions related to disputes relating to parking enforcement arising on the Property, and may defer to the Landlord’s determination in its discretion.

4. Payment for Services. No compensation or reimbursement shall be provided by the District to the Landlord for its provision of the Services. The Landlord agrees that the benefit to its retail and office tenants, employees and customers is sufficient consideration for providing the Services. The Landlord shall be entitled to retain any fines or other revenues it collects through its provision of the Services; provided, however, that it shall maintain an accounting of fines and other revenues collected and provide the same to the District upon request.

5. Indemnification. As a condition of the authority provided by this Resolution, the Landlord shall agree to indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including expenses, and reasonable attorneys' fees, to the extent caused by the negligence or any wrongful act, error, or omission of the Landlord, its respective officers, agents, and employees arising out of or in connection with Landlord's provision of the Services. The Landlord shall provide the District with prompt notice of any claim for which the District may be liable. Nothing herein is intended to be or shall be construed to be a waiver of the District's governmental immunity under Section 24-10-101, et seq, C.R.S., as amended.

6. Term. This Resolution and Landlord's authorization to provide the Services shall remain in effect until terminated by the Board.

Signature page follows.

RESOLVED AND ADOPTED this 5th day of March, 2013.

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



President

ATTEST:


Secretary

ACKNOWLEDGEMENT:

Northwood Retail LLC acknowledges the rights, duties, and obligations, and agrees to follow, comply with, and be bound by, the provisions as set forth in this Resolution, and acknowledges and agrees to indemnify the District as set forth in Section 5 above.

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
WHITE, BEAR & ANKELE,
Professional Corporation



General Counsel to the District

*Signature Page to Resolution of the Board of Directors of Southlands Metropolitan District No.1
Concerning Parking Enforcement and Towing of Vehicles on District Owned Property*

RESOLVED AND ADOPTED this _____ day of March, 2013.

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

President

ATTEST:

Secretary

ACKNOWLEDGEMENT:

NWSL Town Center LLC acknowledges the rights, duties, and obligations, and agrees to follow, comply with, and be bound by, the provisions as set forth in this Resolution, and acknowledges and agrees to indemnify the District as set forth in Section 5 above.

By: 

Name:

Its: Michael O'Shaughnessy

Managing Director

APPROVED AS TO FORM:
WHITE, BEAR & ANKELE,
Professional Corporation

General Counsel to the District

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