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March 21, 2024

PRI II, LLC
c/o Drew Balsick, President
Flying Horse Development
2138 Flying Horse Club Drive
Colorado Springs, CO 80921

via email: DrewB@classichomes.com

Re: Triview Metropolitan District provision of wastewater services to Flying Horse North Metropolitan District

Dear Drew:

As you know, this firm represents the Triview Metropolitan District ("Triview"), and I have been asked to provide you with the Triview's commitment to provision of wastewater services to Flying Horse North Metropolitan District ("FHNMD"), subject to development of an intergovernmental agreement ("IGA") documenting the specific terms of such wastewater service. I understand that PRI II, LLC is associated with FHNMD and at present proceeding on behalf of development which will occur within that special district.

Triview provides wastewater services to its approximately 2,000 households, as well as commercial and industrial users, within Triview's municipal service area. Triview currently shares a Waste Water Treatment Facility (the "WWTF") with the Forest Lakes Metropolitan District ("Forest Lakes") and the Donala Water & Sanitation District ("Donala"). Triview is also a participant, with Colorado Springs Utilities ("Utilities") and Forest Lakes, in the engineering and design studies for the proposed North Monument Creek Interceptor ("NMCI") project, which would extend collection infrastructure from Utilities facilities and allow both Triview and Forest Lakes to cease use of the WWTF, and instead deliver raw wastewater flows to Utilities for treatment.

FHNMD has identified a potential maximum development requiring wastewater service of approximately 250,000 gallons per day, and Triview has determined that it has excess capacity in its own wastewater collection system, or can develop such excess capacity through

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SUITE 250
COLORADO SPRINGS, COLORADO 80921



211 EAST MAIN STREET
SUITE 1
OAK CREEK, COLORADO 80467

improvements to be paid for by FHNMD, to provide waste water services on a contractual basis pursuant to an IGA to FHNMD, whether Triview continues to utilize the WWTF, or participate in the NMCI project. Triview has had significant and productive discussions with you as a representative of FHNMD as to the anticipated costs of such contractual service, the schedule upon which such services would be required, and the timing for completion of any improvements necessary for provision of such services, and the parties are in agreement to the general terms thereof.

FHNMD would be responsible for construction of its own wastewater collection system, including any lift stations, and for construction of a wastewater interceptor main along Hodgen/Baptist Road for delivery of wastewater through the FHNMD collection system to Triview. Such point of connection is anticipated to initially be at a point near the intersection of Baptist Road and Gleneagle Drive, though as development proceeds within FHNMD it is likely that a parallel force main will be required to be constructed in Baptist Road to a secondary point of connection near the intersection with Struthers Road for connection to an existing Triview 21" gravity main. All such infrastructure shall be engineered and constructed at FHNMD's expense, though with Triview's input and approval for integration of collection systems. Triview calculates that it has sufficient capacity in the existing WWTF to accept and treat FHNMD's wastewater flows initially, though should Triview opt not to participate in the NMCI project, FHNMD will be responsible for reimbursing Triview for all cost and expense associated with any necessary improvements, whether related to quantity or quality, at the WWTF. Should Triview opt to participate in the NMCI project, FHNMD will be responsible for its pro rata share of the costs thereof in relation to Triview's own wastewater flows. The Parties are in agreement on these core terms.

The specific terms and conditions of the IGA detailing the rights and responsibilities of the parties in this regard must, however, be conditioned upon Triview's determination as to which treatment presents the best alternative for Triview to utilize in the future, and completion of the NMCI design study allowing such determination to be made is not anticipated until late-2024. As such, Triview provides this "service commitment letter" documenting the conceptual agreements of the parties as to Triview's ability, willingness, and commitment to provide contractual wastewater services for up to 250,000 gallons per day of wastewater deliveries associated with development by PRI II within the FHNMD, subject only to memorialization of appropriate terms and conditions within an IGA to be completed as soon as practicable upon completion of the NMCI design study and Triview's determination of its future wastewater treatment plan.

Sincerely,

MONSON, CUMMINS, SHOHET
& FARR, LLC

Chris D. Cummins

Chris D. Cummins
*Special Counsel to the Triview
Metropolitan District*

cc: James McGrady
District, Manager
Triview Metropolitan District