

# JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 . 800-741-3254  
Fax: 303-987-2032

## **NOTICE OF REGULAR MEETING AND AGENDA**

| <u>Board of Directors:</u> | <u>Office:</u>      | <u>Term/Expiration:</u> |
|----------------------------|---------------------|-------------------------|
| Gregg Bradbury             | President           | 2023/May 2023           |
| Jeff L. Nading             | Treasurer           | 2022/May 2022           |
| Charles Church McKay       | Assistant Secretary | 2023/May 2023           |
| Steve Nading               | Assistant Secretary | 2022/May 2022           |
| Brandon Dooling            | Assistant Secretary | 2023/May 2022           |
| David Solin                | Secretary           |                         |

DATE April 26, 2022 (Tuesday)

TIME: 9:30 A.M.

PLACE: **Zoom Meeting: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:**

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782 or 1-336-248-7799

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

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C. Review and approve Minutes of the March 22, 2022 Regular Meeting (enclosure).

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### II. PUBLIC COMMENT

A. \_\_\_\_\_

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of contractor agreement for the Candelas Indiana North Landscape and Irrigation between the District and Leo Landscape LLC in the amount of \$243,488.98.
  - Ratify approval of Task Order No. 15 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for Candelas 72-93 Traffic Impact Study, in the amount of \$4,200.00.
  - Ratify approval of Task Order No. 7 to Storm Water Asset Protection LLC (SWAP), for Storm Water Oversight Services, in the amount of \$35,000.00.
  - Ratify approval of Off-Site Distribution Main Extension Agreement (Gas), and associated Contingency List, between the District and Public Service Company of Colorado, d/b/a Xcel Energy (enclosures).
  - Acknowledge correspondence to Mountain Shadows Metropolitan District and UMB Bank, n.a., regarding Notice of Initial Acceptance by the City of Arvada of the Remaining Indiana Improvements (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending April 11, 2022, in the amount of \$1,164,807.38 (enclosure).
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- B. Review and accept cash position statement as of April 19, 2022 (enclosure).
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- C. Review forecast of General Fund Revenues and Expenditures (enclosure).
- 
- D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).
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- E. Discuss 2020 Bonds budget for infrastructure.
- 
- F. Discuss future operation and maintenance obligations, and related budget matters.
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V. MANAGEMENT MATTERS

- A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).
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VI. LEGAL MATTERS

- A. Discuss status of acquisition of Highway 72 Remnant Lot.
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1. Ratify approval of Agreement for Purchase and Sale – PROJECT: Highway 72 Sanitary Sewer Improvements – PARCEL No.: 300205259 between the District, Merrick J. Smith, and Madison M. Smith (enclosure).
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- B. Consider approval of Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District (to be distributed).
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- C. Consider approval of Declaration of Covenants for Candelas Commercial Filing No. 3, Amendment No. 2 by Cimarron Development Company and the District (to be distributed).
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- D. Discuss status of the District’s General Obligation Refunding and Improvement Bonds, Series 2023 (the “Refunding Bonds”).
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E. **Trailstone Filing No. 1 Public Improvements:**

1. Acknowledge Waiver of Rights to Reimbursement (from the District) by Taylor Morrison of Colorado, Inc. (“Taylor Morrison”), relating to the Purchase and Sale Agreement between Taylor Morrison and Cimarron Commercial, LLC (“CCLLC”) (enclosures).
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2. Review Letter from Cimarron Development Company (“CDC”) regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, and approve acknowledgement and consent to same (“CDC Payment Directive”) (to be distributed).
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VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (to be distributed).
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- B. Consider approval of contracts, task orders, work orders and change orders.
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VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 5, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, and accept certified costs (to be distributed).
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1. Discuss and consider authorizing reimbursement to CCLLC under the Facilities Funding and Acquisition Agreement between the District and CDC, as amended, and pursuant to the CDC Payment Directive.
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- (a) Review letter from CCLLC directing the District to pay a certain amount of the reimbursable costs due to CCLLC to Public Service Company of Colorado, d/b/a Xcel Energy on behalf of CCLLC, and approve acknowledgement and consent to same (to be distributed).
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IX. OTHER BUSINESS

- A. \_\_\_\_\_

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MAY 24, 2022.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD MARCH 22, 2022

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, March 22, 2022, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

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#### ATTENDANCE

##### Directors In Attendance Were:

Gregg Bradbury  
Jeff L. Nading  
Charles Church McKay  
Brandon Dooling

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the absence of Director Steven Nading was excused.

##### Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Emily Murphy, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C.

Wes Back and Elesha Carbaugh-Gonzales; Independent District Engineering Services, LLC

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#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Mr. Solin noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Murphy noted that all Directors' Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

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## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Mr. Solin distributed, for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the agenda was approved, as amended.

**Location of Meeting and Posting of Notices:** The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held by video/telephonic means, and encouraged public participation via video or telephone. The Board further noted that notice of the time, date and location of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

**Minutes:** The Board reviewed the minutes of the February 22, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the minutes of the February 22, 2022 Regular Meeting were approved, as presented.

\_\_\_\_\_

There were no public comments.

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### PUBLIC COMMENT

### CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Task Order No. 24 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Indiana North, in the amount of \$83,475.
- Ratify approval of Work Order No. 7 to the Service Agreement between the District and Golden Triangle Construction, Inc., to Modify Existing Storm Structure, in the amount of \$4,723.

Following review, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above Consent Agenda items/actions.

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## RECORD OF PROCEEDINGS

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### FINANCIAL MATTERS

**Claims:** The Board considered approval of the payment of claims through the period ending March 11, 2022.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board approved the payment of claims, in the amount of \$245,119.21.

**Cash Position Statement:** Ms. Tatton reviewed with the Board the cash position statement as of March 15, 2022.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board accepted the cash position statement as of March 15, 2022.

**Forecast of General Fund Revenues and Expenditures:** Ms. Tatton reviewed, and the Board discussed, the forecast of General Fund revenues and expenditures.

**Expense Tracking Report (ETR):** Ms. Carbaugh-Gonzales reviewed the Expense Tracking Report with the Board.

**District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”):** Mr. Back and Ms. Carbaugh-Gonzales reviewed with the Board IDES’ report entitled “District Expenditures Verification for March 2022,” which summarizes IDES’ review and verification of the expenditures of the District for March 2022 related to certain District construction contracts. The Verification Report identified \$243,704.07 of District Eligible Expenses and \$1,415.14 of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$243,704.07.

**Future Operation and Maintenance Obligations:** The Board discussed the future operations and maintenance obligations and related budget matters.

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### MANAGEMENT MATTERS

**Water Allocations and Facilities Fees Collections:** Mr. Solin reviewed the status of water allocations and facilities fees billing and collection with the Board.

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## RECORD OF PROCEEDINGS

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### LEGAL MATTERS

**Acquisition of Highway 72 Remnant Lot:** Attorney Murphy informed the Board that the property owner has accepted the District's offer relative to the purchase of the property. Following discussion, the Board directed that title insurance be obtained and that a formal closing be performed by the title company.

**Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District:** Attorney Murphy updated the Board on the status of the Intergovernmental Agreement for Off-Site Public Improvements for the Trailstone Development by and between the City of Arvada and the District.

**Declaration of Covenants for Candelas Commercial Filing No. 4 by Cimarron Development Company and the District:** Attorney Murphy updated the Board on the status of the Declaration of Covenants for Candelas Commercial Filing No. 4 by Cimarron Development Company and the District.

**Issuance of the District's General Obligation Refunding and Improvement Bonds, Series 2023 (the "Refunding Bonds"):**

*Underwriter/Placement Engagement Letter:* The Board reviewed the Underwriter/Placement Engagement Letter between the District and Piper Sandler & Co.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the Underwriter/Placement Engagement Letter between the District and Piper Sandler & Co., subject to final legal review, and to the approval of Directors Steven Nading and Gregg Bradbury.

**May 3, 2022 Regular Directors' Election:** Mr. Solin noted for the Board that the May 3, 2022 Directors' Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors.

Director Brandon Dooling was deemed elected to a 1-year term ending May 2023 and Directors Jeff Nading and Steven Nading were each deemed elected to 3-year terms ending in May 2025.

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## RECORD OF PROCEEDINGS

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### CONSTRUCTION MATTERS

**Construction Status Report:** Mr. Back reviewed the Project Status Report dated March 22, 2022, with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

**Contracts, Task Orders, Work Orders and Change Orders:** Mr. Back discussed the following Agreements, Contracts, Task Orders, Work Orders and Change Orders:

- Contractor agreement for the Candelas Indiana North Landscape and Irrigation between the District and Leo Landscape LLC in the amount of \$243,488.98.
- Task Order No. 15 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for Candelas 72-93 Traffic Impact Study, in the amount of \$4,200.00.
- Task Order No. 7 to Storm Water Asset Protection LLC (SWAP), for Storm Water Oversight Services, in the amount of \$35,000.00 (“Task Order No. 7”).

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved (or ratified approval of, as appropriate) the Agreements, Contracts, Change Orders, Task Orders and Work Orders listed above, noting approval of Task Order No. 7 is subject to review and approval by Director Jeff Nading.

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### CAPITAL IMPROVEMENTS

**Series 2020 Bonds Budget for Infrastructure:** The Board discussed the Series 2020 Bonds budget for infrastructure. Director Jeff Nading has prepared a budget for the projects, and will provide the budget to the Board.

**Cost Certification for Trailstone:** The Board and Attorney Murphy discussed the cost certification for the Trailstone Development public improvements, noting that the cost certification should be ready for Board approval at the April 26, 2022 Board meeting.

**Xcel Energy Agreement:** The Board discussed the Off-Site Distribution Main Extension Agreement (Gas) between the District and Public Service Company of Colorado, d/b/a Xcel Energy (the “Xcel Energy Agreement”).

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the Xcel Energy Agreement, subject to legal review.

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**RECORD OF PROCEEDINGS**

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**OTHER BUSINESS**

There was no other business.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Dooling, seconded by Director McKay and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

Account No. 5395299815  
Job No. 12781613  
Job Address 91ST AND CANDELAS PARKWAY  
ARVADA, CO 80007

  
Public Service Company of Colorado  
5460 WEST 60TH AVENUE  
Arvada, CO 80003

February 9, 2022

Dear Jefferson Center Metropolitan District,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

**This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.**

This letter relates to your request for

- New Gas Distribution

Your portion of the cost of this project is **\$456,799.68**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- Documents to be returned to Xcel Energy:
  - Off-Site Distribution Extension Agreement
  - Frost Agreement
  - Contingency List
  
- Additional enclosures:
  - Payment Options
  - Concurrence Drawings

If you have any questions about the enclosures or about your specific job, please contact **Makaela Stefan** at **720-594-8282** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,  
Makaela Stefan  
CONTRACTOR\*PROF/CONSULTANT  
5460 WEST 60TH AVENUE  
Arvada, CO 80003  
Primoris Services Corporation  
Makaela.D.Stefan@xcelenergy.com



## Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

### Payment options listed in order of quickest processing

#### **MyAccount/eBill™**

Register at [xcelenergy.com](http://xcelenergy.com) to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

#### **Pay by Phone**

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

#### **Credit/Debit Card Payment**

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit [www.xcelenergy.com/billing\\_and\\_payment](http://www.xcelenergy.com/billing_and_payment) and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

*Please note the current fees along with payment information:*

- *Residential Customer Accounts*
  - *Payments accepted for up to \$1,000 in a single transaction*
    - *There is a \$1.50 fee per transaction*
    - *No fee for Wisconsin residential customer accounts*
- *Non-Residential Customer Accounts*
  - *Payments accepted for up to \$100,000 in a single transaction*
    - *There is a 2.2% fee per transaction.*

*All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.*

\*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

### **Overnight Payment Delivery Options**

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing  
414 Nicollet Mall, 3rd Floor  
Minneapolis, MN 55401-1993  
Overnight delivery contact phone number: 612.330.5593

The following alternate zip-codes are also valid:

Minneapolis, MN 55401-1927  
Minneapolis, MN 55401-4993

### **In-Person Pay Stations**

Pay in-person at a location near you by visiting [xcelenergy.com](http://xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

*Please note:* A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

### **Pay by U.S Postal Service**

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy  
P.O. Box 9477  
Minneapolis, MN 55484-9477

### **Electronic Funds Transfer (EFT) (Only available to business)**

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email [CustReceive@xcelenergy.com](mailto:CustReceive@xcelenergy.com).

### **Helpful hints to ensure accurate and timely processing of your payment:**

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

**OFF-SITE DISTRIBUTION MAIN EXTENSION AGREEMENT (GAS)**

This Off-Site Distribution Main Extension Agreement (the “Agreement”), is dated as of March 15, 2022 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and JEFFERSON CENTER METROPOLITAN DISTRICT No. 1(the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Natural Gas Service Distribution Extension Policy (the “Policy”) within Company’s natural gas tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

**This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the Off-Site Distribution Main Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of Applicant will be based upon Company’s estimate of the cost of constructing and installing the facilities necessary to adequately supply the Off-Site Distribution Main Extension requested by Applicant, less an Off-Site Distribution Main Extension Credit. The Construction Payment shall be non-refundable as of the date that construction commences. For avoidance of doubt, this Agreement shall not be available for an applicant that is an LDC Customer.**

| List of Exhibits                             | Included  |
|--|---|
| Contingency List                             | Yes   |
| Cost Estimate Worksheet                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Frost and Ground Thawing Agreement           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Non-LDC Customer Compressor Station Addendum | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

- Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary Off-Site Distribution Main Extension to provide natural gas service to serve 91ST AND CANDELAS PARKWAY in the City or Town of ARVADA in the County of JEFFERSON in the State of Colorado (“Service”). Such Service will have the following characteristics:

| Category        | Applicability   |
|-----------------|---|
| Type of Service | <input checked="" type="checkbox"/> Permanent<br><input type="checkbox"/> Indeterminate<br><input type="checkbox"/> Temporary |

- Service Class of Applicant. Applicant [ is /  is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

| SERVICE CLASS         | APPLICABILITY                       |
|-----------------------|-------------------------------------|
| <b>RESIDENTIAL</b>    |                                     |
| Schedule RG           | <input type="checkbox"/>            |
| <b>COMMERCIAL</b>     |                                     |
| Schedule CSG          | <input type="checkbox"/>            |
| Schedule CLG          | <input checked="" type="checkbox"/> |
| <b>INTERRUPTIBLE</b>  |                                     |
| Schedule IG           | <input type="checkbox"/>            |
| <b>TRANSPORTATION</b> |                                     |
| Schedule TFS          | <input type="checkbox"/>            |
| Schedule TFL          | <input type="checkbox"/>            |
| Schedule TI           | <input type="checkbox"/>            |

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated On-Site Distribution Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
  
4. Engineering Design of Off-Site Distribution Main Extension. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested Off-Site Distribution Main Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the Off-Site Distribution Main Extension includes the following:

| Category*  | Project-Specific Information |
|--|------------------------------|
| Point of Interconnection between Off-Site Distribution Main Extension with Company’s system or, as applicable, system of other pipeline company  |                              |
| Point of Interconnection between Off-Site Distribution Main Extension facilities and On-Site Distribution Extension facilities   |                              |
| <b>ADDITIONAL CIRCUMSTANCES**</b>  |                              |
| Reinforcements (if any)  |                              |
| Excess Facilities (if any)   |                              |
| Uneconomic Extensions (if any)   |                              |
| New Compressor Station or Increased Pressure At An Existing Compressor Station   |                              |
| Other Considerations/Special Items (if any)  |                              |
| * An Off-Site Distribution Main Extension may include a Transmission Main as determined by Company in its reasonable discretion.   |                              |
| ** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Reinforcements; Excess Facilities; Uneconomic Extensions; and new Compressor Station or increased pressure at an existing Compressor Station. Such additional circumstances may require execution of additional ancillary agreements. |                              |

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Off-Site Distribution Main Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.

6. Estimated Construction Cost.
- a. In General. The estimated cost of all facilities necessary to construct and install the Off-Site Distribution Main Extension is calculated in accordance with the Policy and the Tariff (the “Estimated Construction Cost”). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, and permitting, together with all incidental and overhead expenses connected therewith. “Trench and backfill in rock conditions” shall include any construction activities that require the use of special construction techniques or special equipment.
  - b. Special Provisions for Reinforcement. Any required Reinforcement other than for an LDC Customer shall generally recognize the provisions of the Policy in accordance with individual agreements between Applicant and Company based upon the amount, character, and permanency of the load. Where gas distribution system Reinforcement is required for serving an existing customer’s gas service from Company, Company shall make such Reinforcement of the distribution system as follows:
    - i. Residential/Small Commercial Customers. If Applicant is a residential or small commercial customer that receives service under a rate schedule for which the Construction Allowance is not based on the Peak Day Quantity (PDQ), related to its total load requirements (see Section 2 above), Company may make such Reinforcements at Company’s expense.
    - ii. Transportation Customers. If Applicant receives service under a rate schedule for which the Transportation Credit is based on PDQ, such Reinforcement shall be an Off-Site Distribution Main Extension where the Construction Cost shall include Company’s cost to reinforce the system, as well as the cost of new Distribution Extension Facilities necessary to serve the Customer’s total load, less the applicable Transportation Construction Allowance for the added load.
    - iii. New Residential or Commercial Development. For purposes of this section, all Reinforcement for new residential or commercial development shall be considered non-residential and Applicant shall be responsible for Reinforcement costs.
    - iv. New Residential Single Customer. In the event that the Reinforcement is required only to serve a new residential customer’s gas service for a single lot that is not part of a proposed new residential or commercial development, as shown on a final plat approved by Company, Company may make such Reinforcement at its expense, not including any applicable Residential Service Lateral costs.
  - c. Compressor Station. In the event that Company determines that Applicant (who is not an LDC Customer) requires either a new Compressor Station or increased pressure at an existing Compressor Station that requires the installation of one or more additional compressor(s) for Permanent Service, such incremental Compressor Station costs attributable to Applicant may be included in the Off-Site Distribution Main Extension or Reinforcement, less the Transportation Construction Allowance, as applicable. In such an event, the calculation of the Estimated Construction Cost, Construction Payment and the terms of payment shall be as set forth in the Non-LDC Customer Compressor Addendum.
  - d. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement or Compressor Station (whether new or existing), Excess Facilities, or Uneconomic Extensions, may be included in the Cost Estimate Worksheet, or in the Non-LDC Customer Compressor Station Addendum, and additional terms and conditions are provided in the Policy and the Tariff.
  - e. The Estimated Construction Cost is: \$634,444.00



7. Calculation of Total Credit: Off-Site Distribution Main Extension Credit, Excess Construction Allowance, and Transportation Credit.

- a. Off-Site Distribution Main Extension Credit/Excess Construction Allowance. The Off-Site Distribution Main Extension Credit and the excess Construction Allowance are each calculated as provided by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Off-Site Distribution Main Extension Credit is a twenty-eight percent (28%) credit applied to Applicant's Estimated Construction Costs for the Off-Site Distribution Main Extension. **The Off-Site Distribution Main Extension Credit is available if Permanent Service or Indeterminate Service is designated, but is not available if Temporary Service is designated** (see Section 1 above).

To the extent there is excess Construction Allowance arising out of and pursuant to an associated On-Site Distribution Extension Agreement by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder, then the Off-Site Distribution Main Extension Credit, as applicable, shall be applied only after the excess Construction Allowance has been first applied. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

The calculation of the Off-Site Distribution Main Extension Credit is as follows:

| Line   | Calculation of Off-Site Distribution Main Extension Credit*   | Amount              |
|--|---|---------------------|
| 1  | Estimated Construction Cost (see Section 6 above)   | \$634,444.00        |
| 2  | Excess Construction Allowance from On-Site Distribution Extension requested by the same Applicant (if applicable)**<br>(as calculated in accordance with Applicant's Associated On-Site Distribution Extension Agreement) | \$0.00              |
| 3  | Transportation Construction Allowance (see Section 8 below)   | \$ 0.00             |
| 4  | Subtract Line 2 from Line 1   | \$634,444.00        |
| 5  | Multiply Line 3 by 28%  | (x 28%)             |
| 6  | <b>Off-Site Distribution Main Extension Credit</b>  | <b>\$177,644.32</b> |
| * <b>The Off-Site Distribution Main Extension Credit is not available if Temporary Service is designated</b><br>(see Section 1 above).<br>** <b>The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated</b><br>(see Section 1 above). |   |                     |

- b. Calculation of Total Credit. The calculation of the Total Credit for this Agreement is as follows:

| Line   | Calculation of Total Credit  | Amount              |
|--|--|---------------------|
| 1  | Excess Construction Allowance as set forth in Line 2 above<br>(if applicable)**              | \$ 0.00             |
| 2  | Off-Site Distribution Main Extension Credit as set forth in Line 5 above<br>(if applicable)* | \$177,644.32        |
| 3  | <b>TOTAL CREDIT (Sum of Lines 1 &amp; 2)</b>   | <b>\$177,644.32</b> |
| * <b>The Off-Site Distribution Main Extension Credit is not available if Temporary Service is designated</b><br>(see Section 1 above).<br>** <b>The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated</b><br>(see Section 1 above). |  |                     |

8. Transportation Construction Allowance. The terms for the award of the Transportation Construction Allowance, if applicable, are as provided for by this Agreement, the Policy, and the Tariff. The Transportation Construction Allowance is calculated on a per dekatherm demand basis and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Costs and Credits.

To the extent applicable, the calculation of the Transportation Construction Allowance is as follows:

| A   | B  | C                                | D                      | E              |
|---|--|----------------------------------|------------------------|----------------|
| Line  | Service Class and Rate Schedule  | Total Amount of Dekatherm Demand | Construction Allowance | Amount         |
| 1   | Schedule TFS   | 0.0                              | \$3.60/Dth             | \$ 0.00        |
| 2   | Schedule TFL   | 0.0                              | \$2.77/Dth             | \$ 0.00        |
| 3   | Schedule TI  | 0.0                              | \$0.82/Dth             | \$ 0.00        |
| 4   | <b>TRANSPORTATION CONSTRUCTION ALLOWANCE<br/>(Sum of Lines 1 – 3)*</b> |                                  |                        | <b>\$ 0.00</b> |
| *Note: The Distribution Main portion of the Construction Allowance will be reduced at the same percentage that the Transportation Charge is discounted. |  |                                  |                        |                |

9. Construction Payment.
- a. Permanent Service. If the Off-Site Distribution Main Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Total Credit, as applicable (as set forth in Section 7 above and less the Transportation Construction Allowance, as applicable (as set forth in Section 8 above), such payment amount subject to Company’s approval, not to be unreasonably withheld.
  - b. Indeterminate Service. If the Off-Site Distribution Main Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Off-Site Distribution Main Extension Credit, as applicable (as set forth in Section 7 above), such payment amount subject to Company’s approval, not to be unreasonably withheld.
  - c. Temporary Service. If the Off-Site Distribution Main Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary Off-Site Distribution Main Extension facilities, such payment amount subject to Company’s approval, not to be unreasonably withheld.
  - d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

| Line | Category   | Amount              |
|------|--|---------------------|
| 1    | Total Estimated Construction Cost (see Section 6 above)  | \$ 634,444.00       |
| 2    | Total Credit (see Section 7 above) and   | \$177,644.32        |
| 3    | Transportation Construction Allowance (see Section 8 above)                                      | \$ 0.00             |
| 4    | Add Lines 2 and 3  | \$177,644.32        |
| 5    | <b>Line 1 minus Line 4: CONSTRUCTION PAYMENT<br/>(If value is a negative number, enter \$0.)</b> | <b>\$456,799.68</b> |

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the Off-Site Distribution Main Extension.
  - f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 9.e, or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
10. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Off-Site Distribution Main Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
11. **Construction in Frost Conditions.** Applicant  **authorizes** /  **does not authorize** Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
12. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

13. Right-of-Way Agreement. Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
14. Conditions to Company Work Order, Scheduling, and Construction Commencement. The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the Off-Site Distribution Main Extension unless and until the following requirements have been satisfied:
- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
  - b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
  - c. receipt of load information plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
  - d. receipt of confirmation from Applicant that Applicant has satisfied all construction obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

15. Estimated Installation Timeframes.
- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company re-calculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
  - b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 13, and 14 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
  - c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 13, and 14 ("Company Certification"). Notwithstanding the

foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this Off-Site Distribution Main Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120)-day construction period is caused solely by Company, the uncompleted portion of the Off-Site Distribution Main Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Off-Site Distribution Main Extension to Company by contacting the Company representative by telephone or e-mail.
16. Ownership. The facilities constructed under the terms of this Agreement on the gas supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's gas facilities are first connected to the gas facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth by the Company.
17. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
18. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
19. Indemnification. This Section 19 applies only if Applicant is **not** a Governmental Entity. Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of

contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

20. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 19 above, or if the Agreement is terminated for default pursuant to the Agreement.
21. Disclaimer. Where natural gas service is to be supplied by Company from a transmission main that is not a Company-owned Transmission Main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company reroute, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult or impractical, in opinion of Company, to be continued.
22. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
23. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
24. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
25. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
26. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
27. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.

28. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
29. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
30. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
31. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
32. Amendment. This Agreement may not be amended except by written agreement between the Parties.
33. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, 31, 32, 33 of this Agreement shall survive the termination of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

Applicant has reviewed and approved the terms and conditions of this Off-Site Distribution Main Extension Agreement (Gas) and accepts the cost of the Construction Payment of \$456,799.68 as calculated in Section 9. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: March 15, 2022

**IN WITNESS WHEREOF**, duly authorized representatives of the Parties have executed this Off-Site Distribution Main Extension Agreement (Gas).

| Company Representative  |   |
|---|---|
| Print Name: <u>Makaela Stefan</u><br>Title: <u>CONTRACTOR*PROF/CONSULTANT</u><br>Signature: <u><i>Makaela Stefan</i></u><br>Date: <u>March 15, 2022</u> | Mailing address:<br>Primoris Services Corporation<br>5300 Colorado Blvd<br>Commerce City, CO 80022<br>Phone: <u>720-594-8282</u><br>Email address: <u>Makaela.D.Stefan@xcelenergy.com</u>   |
| Applicant   |   |
| Print Name: <u>Jeff Nading</u><br>Title: <u>Treasurer</u><br>Signature: <u><i>Jeff Nading</i></u><br>Date: <u>3/29/22</u>                               | Mailing address:<br>JEFFERSON CENTER METROPOLITAN<br>DISTRICT No. 1<br><u>c/o Special District Management Services</u><br>141 union Boulevard, Suite 150<br>Lakewood, CO 80228-1898<br>Phone: <u>303.987.0835</u><br>Email address: <u>dsolin@sdmsi.com</u> |
| Company Authorization   |   |
| Name: Stephen Martz<br>Title: AVP Gas Engineering<br>Signature: <u><i>Stephen Martz</i></u><br>Date: <u>03/17/2022</u>                                  |   |

**[SIGNATURE PAGE TO OFF-SITE DISTRIBUTION MAIN EXTENSION AGREEMENT (GAS)]**





CONTINGENCY LIST

Table with 2 columns: Field Name and Value. Fields include \*CUSTOMER, ADDRESS, CITY, DESIGN NO, and SN.

SIGNATURE\*\* [Signature] DATE: 3/29/22

\* Confidential Information

\*\* Customer is to return copy of signed document to your Xcel Energy Representative

Public Service Company of Colorado d/b/a Xcel Energy (the "Company") has completed the engineering design and cost estimate for your electric and/or gas distribution request.

- 1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company's commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
- Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
- When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
- As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
- [ ] If checked, Customer has agreed to install sleeves at crossings.
- Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
- Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
- Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
- Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
- Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company's approval, if Customer elects to trim/clear the trees on Customer's own property, will be deducted.
- All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
- If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer's sole cost. Customer must contact design engineer for bumper protection clearance requirements.
- If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer



remediates the site to ensure Company’s crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances (“Environmental Laws”) regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company’s adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
  - The permanent address must be attached to the building before the permanent meter will be set.
  - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
  - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
  - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
  - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
  - Company will install all residential underground electric services in accordance with Company’s Electric Extension Standards.
  - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company’s Electric Extension Standards.
  - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
  - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer’s cost.
  - Company will install all gas services.
  - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions:      long X      wide X      thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer’s Permit
- Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction 1700 feet of trench
- 85% Standard Proctor Compaction      feet of trench
- 95% Standard Proctor Compaction      feet of trench
- 95% Modified Proctor Compaction      feet of trench
- Bore 2420 feet of trench

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**

141 Union Boulevard, Suite 150

Lakewood, Colorado

Tel: 303-987-0835

April 6, 2022

**VIA EMAIL**

Mountain Shadows Metropolitan District  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attn: Trisha K. Harris

UMB Bank, n.a.  
1670 Broadway  
Denver, Colorado 80202  
Attn: Tamara Dixon

Re: Notice of Initial Acceptance by the City of Arvada of the Remaining Indiana  
Improvements

Dear Ms. Harris and Ms. Dixon:

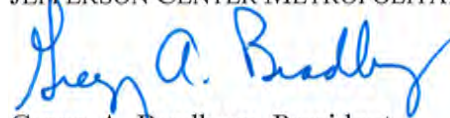
Pursuant to Section 1.4(b) of the Escrow Agreement by and between Jefferson Center Metropolitan District No. 1 (“**JCMD1**”), Mountain Shadows Metropolitan District (“**MSMD**”), and UMB Bank, n.a. (“**Escrow Agent**”) dated March 10, 2017 (the “**Escrow Agreement**”), upon completion of the Remaining Indiana Improvements (as defined therein) and initial acceptance of the same by the City of Arvada (the “**City**”), as evidenced by a certificate or other similar document issued by the City, JCMD1 shall provide a copy of such certificate or documentation to MSMD and the Escrow Agent. Upon receipt of such certificate or documentation, the Escrow Agent shall disburse to MSMD all of the remaining Escrow Property (as defined in the Escrow Agreement), if any, including any and all interest accrued thereon. Per Section 1.6 of the Escrow Agreement, upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, the Escrow Agreement shall terminate and be of no further force and effect (except for those certain provisions enumerated therein will survive termination).

As required by the Escrow Agreement, JCMD1 is hereby notifying MSMD and the Escrow Agent that the Remaining Indiana Improvements were initially accepted by the City on May 16, 2019, as evidenced by the enclosed letter from the City to JCMD1 dated May 28, 2019. In accordance with the terms of the Escrow Agreement, the Escrow Agent will now disburse the remaining Escrow Property, if any, including any and all interest accrued thereon, to MSMD and thereafter the Escrow Agreement will terminate and be of no further force and effect (except for those certain provisions enumerated therein will survive termination). According to our records, as of the date of this letter there is \$3,221.99 comprising the Escrow Property being held by the Escrow Agent for disbursement to MSMD.

Mountain Shadows Metropolitan District  
UMB Bank, n.a.  
April 6, 2022  
Page 2

Very truly yours,

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1



Gregg A. Bradbury, President

Enclosure



PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION  
FACSIMILE: 720-898-7603 ▲ TDD: 720-898-7869  
PHONE: 720-898-7640

May 28, 2019

Jefferson Center Metropolitan District No. 1  
C/O Brandon Collins, P.E.  
Independent District Engineering Services  
355 Union Boulevard, Suite #302  
Lakewood, CO 80226

**RE: Warranty Commencement**  
**Subdivision/Development: Candelas Commercial Filing 1**  
**Indiana St. Widening, Indiana Street Traffic Signal & 91<sup>st</sup> Place and Candelas Pkwy**  
**(Not including the King Soopers building which was put into warranty 10-12-18)**  
**Job#: 3467**  
**Inspected by: Bryan Bohn**

Dear Brandon,

The City of Arvada has determined that the public improvements within the subject subdivision/development were constructed in accordance with the approved plans and Standard Specifications of the City of Arvada and are conditionally approved into the City of Arvada system as of May 16, 2019 (a.k.a. "Warranty Commencement date").

In accordance with the Standard Specifications of the City, applicable subdivider's or developer's agreement, the Developer is responsible for all maintenance, settlement, repairs and damages pertaining to the aforesaid construction for a period of two (2) years from the Warranty Commencement date. Also, if final landscaping has not been completed as of this date, adjustments to public improvements under warranty, i.e., fire hydrants, may be required to be adjusted at the time of final inspection.

Re-inspection of the subject public improvements will be made approximately one (1) year and nine (9) months from the Warranty Commencement Date and any deficiencies noted shall be corrected to the satisfaction of the City Engineer prior to final acceptance of the work.

Sincerely,

Mike Jennings  
Construction and Inspection Supervisor

cc: File  
City Groups

| Vendor                                     | Invoice #  | Date      | Due Date  | Amount in USD | Expense Account       | Account Number | Department |
|--|--|-----------|-----------|---------------|-----------------------|----------------|------------|
| 360 Rail Services, LLC                     | 6629   | 4/4/2022  | 4/4/2022  | 1,281.78      | Capital Outlay        | 7500           | 3          |
| AldermanBernstein                          | 17543  | 3/3/2022  | 3/4/2022  | 1,200.00      | Legal                 | 6750           | 3          |
| AldermanBernstein                          | 17599  | 4/6/2022  | 4/6/2022  | 2,968.81      | Legal                 | 6750           | 3          |
| CTL Thompson                               | 607,428,611,314  | 1/31/2022 | 2/1/2022  | 3,268.00      | Engineering           | 7840           | 3          |
| CTL Thompson                               | 607,428,611,314  | 1/31/2022 | 2/1/2022  | 5,815.00      | Fund balance          | 4500           | 3          |
| Colorado Community Media                   | 52690  | 4/1/2022  | 4/1/2022  | 24.36         | Miscellaneous         | 6850           | 1          |
| Environmental Designs                      | 150920   | 4/1/2022  | 4/1/2022  | 2,505.69      | Landscape Maintenance | 7100           | 1          |
| Environmental Designs                      | 150652   | 3/25/2022 | 3/25/2022 | 95.00         | Snow Removal          | 7110           | 1          |
| Galloway & Company Inc                     | 105130   | 3/14/2022 | 3/14/2022 | 337.50        | Engineering           | 7840           | 3          |
| Independent District Engineering Services  | 8568   | 3/31/2022 | 3/31/2022 | 48,498.35     | Project management    | 7800           | 3          |
| Independent District Engineering Services  | 8568   | 3/31/2022 | 3/31/2022 | 595.50        | Project management    | 7800           | 1          |
| Kimley Horn                                | 20568509   | 2/28/2022 | 2/28/2022 | 11,200.00     | Engineering           | 7840           | 3          |
|  | 17.0725,20.0287,20.0465,<br>20.0532,21.0512,21.1508,<br>21.528 | 3/24/2022 | 3/24/2022 | 95,475.55     | Engineering           | 7840           | 3          |
| Martin Martin Inc                          | 03.22 599B   | 3/31/2022 | 4/1/2022  | 7,857.50      | Legal                 | 6750           | 3          |
| McGeady Becher P.C.                        | 03.22 599B   | 3/31/2022 | 4/1/2022  | 6,522.50      | Legal                 | 6750           | 1          |
| McGeady Becher P.C.                        | 01-71199,01-71220  | 3/31/2022 | 3/31/2022 | 13,019.75     | Engineering           | 7840           | 3          |
| Norris Design, Inc                         | 467185   | 3/15/2022 | 3/15/2022 | 4,346.31      | Legal                 | 6750           | 3          |
| Otten Johnson Robinson Neff & Ragonetti    | 1402   | 4/11/2022 | 4/11/2022 | 9,748.16      | Project management    | 7800           | 3          |
| Papillon LLC                               | 32864  | 3/31/2022 | 3/31/2022 | 2,226.00      | Accounting            | 6170           | 1          |
| Simmons & Wheeler, P.C.                    | 32569  | 2/28/2022 | 3/30/2022 | 1,982.12      | Accounting            | 6170           | 1          |
| Simmons & Wheeler, P.C.                    | 32485  | 1/31/2022 | 3/2/2022  | 1,834.75      | Accounting            | 6170           | 1          |
| Special District Management Services, Inc. | 03.22 JCMD1  | 3/31/2022 | 3/31/2022 | 1,692.60      | Management fees       | 6100           | 1          |
| Special District Management Services, Inc. | 03.22 JCMD1  | 3/31/2022 | 3/31/2022 | 222.00        | Election expense      | 6350           | 1          |
| Storm Water Asset Protection, LLC          | SWAP0533   | 3/31/2022 | 3/31/2022 | 2,315.48      | Capital Outlay        | 7500           | 3          |
| SurvWest, LLC                              | 145614   | 3/23/2022 | 3/23/2022 | 8,817.50      | Engineering           | 7840           | 3          |
| Wagner Construction, Inc.                  | 3  | 3/25/2022 | 3/25/2022 | (18,449.80)   | Retainage Payable     | 3311           | 3          |
| Wagner Construction, Inc.                  | 3  | 3/25/2022 | 3/25/2022 | 284,300.34    | Capital Outlay        | 7500           | 3          |
| Wagner Construction, Inc.                  | 3  | 3/25/2022 | 3/25/2022 | 84,695.66     | Accounts receivable   | 1400           | 3          |
| Xcel Energy                                | 12599038   | 3/25/2022 | 3/25/2022 | 123,611.29    | Capital Outlay        | 7500           | 3          |
| Xcel Energy                                | 12781613   | 3/15/2022 | 3/15/2022 | 456,799.68    | Accounts receivable   | 1400           | 3          |

1,164,807.38

17,700.52 General Fund

1,147,106.86 Developer Costs

1,164,807.38

**Jefferson Center Metropolitan District No. 1**  
**Cash Position**  
**April 19, 2022**

|                                   | First Bank General Fund | First Bank Capital Fund | Colotrust General Fund | Colotrust Debt Service Fund | Colotrust Capital | UMB Indiana Escrow | UMB Senior Project Fund | UMB Subordinate Project Fund | Total         |
|-----------------------------------|-------------------------|-------------------------|------------------------|-----------------------------|-------------------|--------------------|-------------------------|------------------------------|---------------|
| Balance at 3/15/2022              | 0.00                    | 10,926.76               | 366,525.70             | 663,112.40                  | 612,467.91        | 3,222.00           | 7.66                    | 40,247,046.27                | 41,903,308.70 |
| Transfer from CT to First Bank    | 0.00                    | 125,000.00              |                        |                             | (125,000.00)      |                    |                         |                              | 0.00          |
| March bill.com payments           | (16,141.06)             | (228,978.15)            |                        |                             |                   |                    |                         |                              | (245,119.21)  |
| Xcel Payments                     | (94.03)                 |                         |                        |                             |                   |                    |                         |                              | (94.03)       |
| City of Arvada Payments           | (516.79)                |                         |                        |                             |                   |                    |                         |                              | (516.79)      |
| Bank Charge                       | (20.00)                 |                         |                        |                             |                   |                    |                         |                              | (20.00)       |
| Developer Reimbursement           |                         | 1,415.14                |                        |                             |                   |                    |                         |                              | 1,415.14      |
| 3/31/2022 Interest Income         |                         |                         | 308.92                 |                             |                   |                    |                         | 8,267.98                     | 8,576.90      |
| Property taxes received 4/10/2022 |                         |                         | 14,385.08              | 143,870.81                  |                   |                    |                         |                              | 158,255.89    |
| AURA Funds                        |                         |                         | 41,187.00              |                             |                   |                    |                         |                              | 41,187.00     |
| Transfer between funds            | 16,771.88               | (16,771.88)             | (16,771.88)            |                             | 16,771.88         |                    |                         |                              | 0.00          |
| Project Fund Requisition #5       |                         | 119,603.13              |                        |                             |                   |                    |                         | (119,603.13)                 | 0.00          |
| Balance at 4/19/2022              | 0.00                    | 11,195.00               | 405,634.82             | 806,983.21                  | 504,239.79        | 3,222.00           | 7.66                    | 40,135,711.12                | 41,866,993.60 |



**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**  
**2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES**  
**AS of 3/31/2022**

|  | Actual Paid/Received in |                |                |               | Estimated       |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 | December 2022<br>received/paid in<br>January 2023 | Total<br>Actual | Total<br>Estimated | Total year<br>to date &<br>estimate | Difference<br>to original<br>budget |
|--|-------------------------|----------------|----------------|---------------|-----------------|---------------|-----------------|-----------------|---------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|-----------------|---|-----------------|--------------------|-------------------------------------|-------------------------------------|
|  | 2022 Budget             | January        | February       | March         | April           | May           | June            | July            | August        | September       | October         | November        | December        |                 |                |                 |   |                 |                    |                                     |                                     |
| <b>Revenues:</b>                                       |                         |                |                |               |                 |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 |   |                 |                    |                                     |                                     |
| Property taxes (net of AURA increment)                 | 82,683                  |                | 267            | 56,487        | 13,041          |               |                 | 12,889          |               |                 |                 |                 |                 |                 |                |                 | 56,753  | 25,930          | 82,683             | -                                   |                                     |
| Specific ownership taxes                               | 18,030                  |                | 1,634          | 1,449         | 1,543           | 1,542         | 1,542           | 1,542           | 1,542         | 1,542           | 1,542           | 1,542           | 1,542           | 1,542           |                |                 | 3,083   | 15,421          | 18,504             | 474                                 |                                     |
| AURA tax increment - District's mill levy              | 174,887                 |                |                | 41,187        |                 | 66,850        |                 |                 | 66,850        |                 |                 |                 |                 |                 |                |                 | 41,187  | 133,700         | 174,887            | -                                   |                                     |
| Interest Income  | 9,984                   | 56             | 68             | 309           | 141             | 144           | 144             | 144             | 144           | 144             | 144             | 144             | 144             | 144             |                |                 | 433   | 1,296           | 1,729              | (8,255)                             |                                     |
| <b>Total Revenues</b>                                  | <b>285,584</b>          | <b>56</b>      | <b>1,969</b>   | <b>99,431</b> | <b>14,725</b>   | <b>68,536</b> | <b>1,686</b>    | <b>14,575</b>   | <b>68,536</b> | <b>1,686</b>    | <b>1,686</b>    | <b>1,686</b>    | <b>1,686</b>    | <b>1,542</b>    | <b>101,456</b> | <b>176,347</b>  | <b>277,803</b>                                    | <b>(7,781)</b>  |                    |                                     |                                     |
| <b>Expenses:</b>                                       |                         |                |                |               |                 |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 |   |                 |                    |                                     |                                     |
| Legal  | 55,000                  |                |                | 13,968        | 6,984           | 6,984         | 6,984           | 6,984           | 6,984         | 6,984           | 6,984           | 6,984           | 6,984           | 6,984           |                |                 | 13,968  | 69,840          | 83,808             | (28,808)                            |                                     |
| Accounting   | 6,000                   |                |                |               | 600             | 600           | 600             | 600             | 600           | 600             | 600             | 600             | 600             | 600             |                |                 | -   | 6,000           | 6,000              | -                                   |                                     |
| Audit  | 5,500                   |                |                |               |                 |               |                 |                 | 5,500         |                 |                 |                 |                 |                 |                |                 | -   | 5,500           | 5,500              | -                                   |                                     |
| Landscape Maintenance                                  |                         |                |                |               |                 |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 | -   | -               | -                  | -                                   |                                     |
| Monthly Ground Services                                | 31,600                  | 2,506          | 2,506          | -             | 2,506           | 2,506         | 2,506           | 2,506           | 2,506         | 2,506           | 2,506           | 2,506           | 2,506           | 2,506           |                |                 | 5,012   | 25,060          | 30,072             | 1,528                               |                                     |
| Snow removal   | 3,000                   | 380            | 903            |               |                 |               |                 |                 |               |                 |                 | 572             | 572             | 572             |                |                 | 1,283   | 1,717           | 3,000              | -                                   |                                     |
| Repairs  | 15,000                  |                |                |               | 1,500           | 1,500         | 1,500           | 1,500           | 1,500         | 1,500           | 1,500           | 1,500           | 1,500           | 1,500           |                |                 | -   | 15,000          | 15,000             | -                                   |                                     |
| Management fees  | 32,000                  |                | 2,634          | 1,705         | 2,170           | 2,170         | 2,170           | 2,170           | 2,170         | 2,170           | 2,170           | 2,170           | 2,170           | 2,170           |                |                 | 4,339   | 21,695          | 26,034             | 5,966                               |                                     |
| Project Management                                     | 3,500                   |                | 312            | 438           | 375             | 375           | 375             | 375             | 375           | 375             | 375             | 375             | 375             | 375             |                |                 | 750   | 3,750           | 4,500              | (1,000)                             |                                     |
| Elections  | 2,000                   |                |                |               |                 | 2,000         |                 |                 |               |                 |                 |                 |                 |                 |                |                 | -   | 2,000           | 2,000              | -                                   |                                     |
| Insurance  | 6,300                   | 5,225          |                |               |                 |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 | 5,225   | -               | 5,225              | 1,075                               |                                     |
| Miscellaneous  | 2,000                   | 30             | 20             | 51            | 34              | 34            | 34              | 34              | 34            | 34              | 34              | 34              | 34              | 34              |                |                 | 101   | 303             | 404                | 1,596                               |                                     |
| Office Supplies  | 1,000                   |                |                |               | 100             | 100           | 100             | 100             | 100           | 100             | 100             | 100             | 100             | 100             |                |                 | -   | 1,000           | 1,000              | -                                   |                                     |
| Utilities  | 10,000                  |                |                |               |                 |               |                 |                 |               |                 |                 |                 |                 |                 |                |                 | -   | -               | -                  | 10,000                              |                                     |
| Xcel Energy  |                         | 85             | 99             | 95            | 93              | 93            | 93              | 93              | 93            | 93              | 93              | 93              | 93              | 93              |                |                 | 279   | 837             | 1,116              | (1,116)                             |                                     |
| City of Arvada   |                         | 798            |                | 517           |                 | 658           |                 | 658             |               | 658             |                 | 658             |                 | 658             |                |                 | 1,315   | 2,630           | 3,945              | (3,945)                             |                                     |
| Treasurer's fees                                       | 3,864                   |                | 4              | 847           | 196             | -             | -               | 193             | -             | -               | -               | -               | -               | -               |                |                 | 851   | 389             | 1,240              | 2,624                               |                                     |
| Transfer to #2 General Fund                            | 53,978                  |                |                |               | 13,495          |               |                 | 13,495          |               |                 |                 | 13,495          |                 | 13,495          |                |                 | -   | 53,978          | 53,978             | -                                   |                                     |
| Transfer to Mt Shadows for O&M                         | 11,283                  |                |                |               |                 |               |                 |                 | 11,283        |                 |                 |                 |                 |                 |                |                 | -   | 11,283          | 11,283             | -                                   |                                     |
| <b>Total Expenses (less contingency &amp; reserve)</b> | <b>242,025</b>          | <b>9,024</b>   | <b>6,478</b>   | <b>17,621</b> | <b>28,051</b>   | <b>17,019</b> | <b>14,361</b>   | <b>28,706</b>   | <b>31,144</b> | <b>15,019</b>   | <b>27,856</b>   | <b>15,591</b>   | <b>14,934</b>   | <b>28,301</b>   | <b>33,123</b>  | <b>220,982</b>  | <b>254,105</b>                                    | <b>(12,080)</b> |                    |                                     |                                     |
| <b>Funds Remaining</b>                                 | <b>43,559</b>           | <b>(8,968)</b> | <b>(4,509)</b> | <b>81,810</b> | <b>(13,326)</b> | <b>51,518</b> | <b>(12,675)</b> | <b>(14,131)</b> | <b>37,392</b> | <b>(13,332)</b> | <b>(26,169)</b> | <b>(13,905)</b> | <b>(13,247)</b> | <b>(26,759)</b> | <b>68,333</b>  | <b>(44,635)</b> | <b>23,698</b>                                     | <b>(19,861)</b> |                    |                                     |                                     |

**CONDENSED SOURCES & USES**  
As of 4/20/22

| <b>Project Water</b>   |                 |
|------------------------|-----------------|
| Sources                | Acre Feet       |
| Pre - 12/2/19          | 1,869.24        |
| 2020 Exercised Options | 92.47           |
| Options to Exercise    | -               |
| <b>Total Sources</b>   | <b>1,961.71</b> |

| <b>Pre - December 2, 2019 Summary</b> |                   |                         |       |          |                   |             |                        |             |        |                  |                |
|---------------------------------------|-------------------|-------------------------|-------|----------|-------------------|-------------|------------------------|-------------|--------|------------------|----------------|
| <b>SOURCES</b>                        |                   | <b>RESIDENTIAL USES</b> |       |          |                   |             | <b>COMMERCIAL USES</b> |             |        |                  | <b>BALANCE</b> |
| Existing Agreements                   | Beginning Balance | MSMD                    | CPMD  | ARP      | Total Residential | Unallocated | Beginning              | Allocations | CCLLC  | Total Commercial | Unallocated    |
| Totals                                | 1869.24           | 200.00                  | 36.00 | 1,039.01 | 1,275.01          | -           | 594.23                 | 54.50       | 363.05 | 417.55           | 176.68         |

**Reconciliation to Post 12/2/19 - JCMD2**

|                                      |                 |
|--------------------------------------|-----------------|
| Ending Balance 12/2/19               | 176.68          |
| Less Restricted Beginning Commercial | <u>(150.00)</u> |
| Unrestricted Available               | <u>26.68</u>    |
| Plus Options Exercised               | 85.05           |
| Plus Options to be Exercised         | <u>7.42</u>     |
| Net Unrestricted Available           | <u>119.15</u>   |

**Reconciliation to Post 12/2/19 - CCLLC**

CCLLC Held Balance 363.05

| <b>Post - 12/2/2019 Allocations</b> |                              |                         |                 |           |                        |                        |                       |                 |                        |                 |             |                           |            |                  |               |                      |                 |                                 |
|-------------------------------------|------------------------------|-------------------------|-----------------|-----------|------------------------|------------------------|-----------------------|-----------------|------------------------|-----------------|-------------|---------------------------|------------|------------------|---------------|----------------------|-----------------|---------------------------------|
| <b>SOURCES</b>                      |                              | <b>RESIDENTIAL USES</b> |                 |           |                        |                        | <b>COMERCIAL USES</b> |                 |                        |                 |             |                           |            |                  |               |                      | <b>BALANCE</b>  |                                 |
| Sources                             | Unrestricted Including CCLLC | Whisper Village         | Taylor Morrison | Allocated | Unrestricted Available | IGA Restricted Balance | Kentro Retail 1       | Kentro Retail 2 | SCL - Candelas Medical | Whisper Village | Arvada Fire | Freedom Street Restaurant | Z&N Retail | Total Commercial | Not Allocated | Combined Allocations | CCLLC Available | Restricted Commercial Available |
| Allocations JCMD2                   | 119.15                       | 33.00                   | 86.15           | 119.15    | -                      | 150.00                 | 2.50                  | 2.50            | 2.50                   | 15.00           | 2.50        | 2.50                      | 2.50       | 30.00            | 120.00        | 149.15               | -               | 120.00                          |
| Allocations CCLLC                   | 363.05                       | -                       | 224.85          | 224.85    | 138.20                 | -                      | -                     | -               | -                      | -               | -           | -                         | -          | -                | -             | 224.85               | 138.20          | -                               |

**COMMERCIAL WATER ALLOCATION COMMITMENTS**  
As of 4/20/22

| User   | Final Tap Size | Final Allocation | Final Letter Date | Preliminary Tap Size | Preliminary Allocation | Preliminary Letter Date | Available Balance (AF) |
|--|----------------|------------------|-------------------|----------------------|------------------------|-------------------------|------------------------|
| <b>Pre-12/2/19 Allocations</b>               |                |                  |                   |                      |                        |                         |                        |
| <b>Final Allocations</b>                     |                |                  |                   |                      |                        |                         | <b>594.23</b>          |
| Yenter                                       | 1.00           | 1.25             |                   |                      |                        |                         | 592.98                 |
| Plains End                                   | 2.00           | 4.00             |                   |                      |                        |                         | 588.98                 |
| Candelas Parkway Irrigation                  | 1.00           | 1.25             |                   |                      |                        |                         | 587.73                 |
| King Soopers                                 | 2.00           | 4.00             | 3/20/2019         |                      |                        |                         | 583.73                 |
| King Soopers Gas Station                     | 0.75           | 0.75             | 3/20/2019         |                      |                        |                         | 582.98                 |
| King Soopers Retail Center                   | 2.00           | 4.00             | 3/20/2019         |                      |                        |                         | 578.98                 |
| Sautter Arvada School                        | 1.00           | 1.25             | 3/20/2019         |                      |                        |                         | 577.73                 |
| 7-11   | 1.00           | 1.25             | 3/20/2019         |                      |                        |                         | 576.48                 |
| Starbucks                                    | 1.00           | 1.25             | 3/20/2019         |                      |                        |                         | 575.23                 |
| Three Creeks Elementary                      | 3.00           | 7.50             | 3/20/2019         |                      |                        |                         | 567.73                 |
| Whisper Creek Station - Arvada PD            | 1.00           | 1.25             | 3/20/2019         |                      |                        |                         | 566.48                 |
| Candelas Point Retail (Block 1, Lot 3)       | 1.50           | 2.50             | 3/29/2019         |                      |                        |                         | 563.98                 |
| Candelas Point Retail (Block 1, Lot 4)       | 1.50           | 2.50             | 3/29/2019         |                      |                        |                         | 561.48                 |
| Chase Bank                                   | 1.00           | 1.25             | 4/5/2019          |                      |                        |                         | 560.23                 |
| First Bank                                   | 1.00           | 1.25             | 7/30/2019         |                      |                        |                         | 558.98                 |
| Wendy's                                      | 1.00           | 1.25             | 7/30/2019         |                      |                        |                         | 557.73                 |
| Wild Grass Lot 3 (Bldg. A)                   |                |                  |                   | 1.50                 | 2.50                   | 4/11/2019               | 555.23                 |
| Wild Grass Lot 3 (Bldg. B)                   |                |                  |                   | 1.50                 | 2.50                   | 4/11/2019               | 552.73                 |
| Wild Grass Lot 3 (Bldg. C)                   |                |                  |                   | 2.00                 | 4.00                   | 4/11/2019               | 548.73                 |
| Wild Grass Lot 3 (Bldg. D)                   |                |                  |                   | 2.00                 | 4.00                   | 4/11/2019               | 544.73                 |
| Indiana Plaza                                |                |                  |                   | 1.00                 | 1.25                   | 4/19/2019               | 543.48                 |
| Primrose School                              |                |                  |                   | 1.50                 | 2.50                   | 4/25/2019               | 540.98                 |
| Les Schwab                                   |                |                  |                   | 1.00                 | 1.25                   | 8/16/2019               | 539.73                 |
| Total  |                | <u>36.50</u>     |                   |                      | <u>18.00</u>           |                         |                        |
| <b>Initial Allocation Not Included</b>       |                |                  |                   |                      |                        |                         |                        |
| Cimarron Commercial LLC                      |                |                  |                   |                      | 363.05                 |                         | 176.68                 |
| <b>Post-12/2/19 Allocations</b>              |                |                  |                   |                      |                        |                         |                        |
| Beginning Balance                            |                |                  |                   |                      |                        |                         | 150.00                 |
| Kentro Retail 1                              |                |                  |                   | 1.50                 | 2.50                   | 10/7/2009               | 147.50                 |
| Kentro Retail 2                              |                |                  |                   | 1.50                 | 2.50                   | 10/7/2019               | 145.00                 |
| Candelas Medical - SCL                       |                |                  |                   | 1.50                 | 2.50                   | 10/7/2019               | 142.50                 |
| Whisper Village Commercial (TBD)             |                |                  |                   |                      | 15.00                  |                         | 127.50                 |
| Arvada Fire                                  |                |                  |                   | 1.50                 | 2.50                   | 3/19/2021               | 125.00                 |
| Freedom Street Restaurant                    |                |                  |                   | 1.50                 | 2.50                   | 6/3/2021                | 122.50                 |
| Z&N Retail                                   |                |                  |                   | 1.50                 | 2.50                   | 1/1/2022                | 120.00                 |
| Total  |                |                  |                   |                      | <u>30.00</u>           |                         |                        |
| <b>Total Acre Feet Remaining Unallocated</b> |                |                  |                   |                      |                        |                         | <b>120.00</b>          |

| Tap Size | AF    | Ratio |
|----------|-------|-------|
| 0.625    | 0.50  | 1.0   |
| 0.750    | 0.75  | 1.5   |
| 1.000    | 1.25  | 2.5   |
| 1.500    | 2.50  | 5.0   |
| 2.000    | 4.00  | 8.0   |
| 3.000    | 7.50  | 15.0  |
| 4.000    | 12.50 | 25.0  |
| 6.000    | 25.00 | 50.0  |

**RESIDENTIAL WATER ALLOCATION COMMITMENTS**  
**As of 4/20/22**

| User                        | Acre Feet             | Available<br>Balance (AF) |
|-----------------------------|-----------------------|---------------------------|
| <b>Pre-12/2/19</b>          |                       |                           |
|                             |                       | <b>1275.01</b>            |
| Canyon Pines                | 36.00                 | <b>1239.01</b>            |
| Mountain Shadows            | 200.00                | <b>1039.01</b>            |
| Arvada Residential Partners | <u>1039.01</u>        | <b>0.00</b>               |
| Total                       | <u><u>1275.01</u></u> |                           |
| <b>Post-12/2/19</b>         |                       |                           |
|                             |                       | <b>389.73</b>             |
| Whisper Village             | 33.00                 | <b>356.73</b>             |
| Taylor Morrison             | 308.00                | <b>48.73</b>              |
| Taylor Morrison             | <u>3.00</u>           | <b>45.73</b>              |
| Total                       | <u>344.00</u>         |                           |

## AGREEMENT FOR PURCHASE AND SALE

PROJECT: Highway 72 Sanitary Sewer Improvements  
PARCEL No.: 300205259

This Agreement for Purchase and Sale ("Agreement") is made this \_\_\_ day of March, 2022, between **Merrick J. Smith and Madison M. Smith** ("Sellers"), whose address is 7995 Indiana St., Arvada, Colorado 80007, and **Jefferson Center Metropolitan District No. 1** ("District") for the conveyance in fee simple of certain property known as Jefferson County Parcel Number 300205259 (the "Property") for sanitary sewer improvements (the "Project"). The legal description of the Property is attached hereto as **Exhibit "A"**.

Sellers shall sell and District shall purchase the Property on the terms and conditions set forth herein:

1. District shall pay and Sellers shall accept **TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)** ("Purchase Price") for the Property, including all of Sellers' interest, past, present and future and any and all other legal and equitable interests in the Property that now exist. The Purchase Price has been agreed upon between the parties and constitutes the total just compensation due to Sellers for District's acquisition of the Property.

2. Sellers have entered into this Agreement acknowledging that District has the power of eminent domain and requires the Property for a public purpose.

3. Closing shall occur on or before ten (10) business days after the date of mutual execution ("Closing Date"), and a place and time mutually agreeable to the parties. Fidelity National Title, 1401 17th St. #480, Denver, CO 80202, Attn: Mej Elsworth ("Title Company") shall conduct the closing.

- a. Sellers shall deliver to Title Company a signed Special Warranty Deed conveying the Property to District free and clear of any liens, deeds of trust, mortgages or other monetary encumbrances, but subject to other recorded exceptions, on or before the Closing Date.
- b. District shall deliver to Title Company the Purchase Price, in good funds, on or before the Closing Date.
- c. Both parties agree to deliver any other documents reasonably required by Title Company in order for an Owner's Title Policy with extended coverage to be issued to District.
- d. District will pay all closing costs, including the title insurance policy premium for the Property.
- e. Real property taxes for 2022, not yet due or payable, will be pro-rated to the Closing Date and will be paid out of Sellers' proceeds.

4. Except for warranties expressly set forth in the Special Warranty Deed conveying the Property to District, District acknowledges and agrees that the purchase of the Property by District and the sale of the Property by Sellers is made without representation and is made on an AS-IS basis, subject to any and all faults; provided, however, that District will not be responsible for any decontamination, cleanup or hazardous material response on any portion of the Property other than that resulting on and after the date of District's ownership of the Property and caused by its subsequent actions thereon.

MS

5. District will be responsible for transferring and/or disconnecting all utilities.

6. This Agreement consists of all agreements, understandings and promises between Sellers and District and shall be deemed a contract binding upon Sellers and District and their respective heirs, successors and assigns.

7. District shall be entitled to specific performance in the event Sellers fail or refuse to close.

8. This Agreement has been entered into in the State of Colorado and shall be construed according to the laws thereof.

**Sellers:**

Merrick J. Smith  
Merrick J. Smith

Date: 3/30/22

Madison M. Smith  
Madison M. Smith

Date: 3/30/2022

**District:**

JEFFERSON CENTER METROPOLITAN DISTRICT No. 1

By: Gregg A. Bradbury  
Gregg Bradbury, President

Date: 3/31/22

EXHIBIT A  
(Legal Description)

A parcel of land located in Section 26, Township 2 South, Range 70 West of the 6th P.M., being that part of Lot 16, Wheat Ridge Gardens 2nd Filing, lying North and East of State Highway 72, County of Jefferson, State of Colorado.

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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Jefferson Center Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228  
Attn: Gregg Bradbury

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made as of this <sup>14<sup>th</sup></sup> day of April, 2022, between **MERRICK J. SMITH AND MADISON M. SMITH** (collectively, "**Grantor**"), and **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**, a Colorado special district ("**Grantee**"), whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, Attn: Gregg Bradbury.

**WITNESS**, that Grantor, for and in consideration of the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee and Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Jefferson and State of Colorado and more particularly described as follows (the "**Property**"):

See Exhibit A attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the Property, with the hereditaments and appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. Grantor, for Grantor and Grantor's heirs and assigns, does covenant, grant, bargain, and agree that Grantor shall and will warrant the title and defend the Property, in the quiet and peaceable possession of Grantee and the heirs and assigns of Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except and subject only to the matters shown on Exhibit B attached hereto and made a part hereof.

**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed on the date set forth above.

[Signatures appear on following page.]

Recording Requested By:  
FNTG-NCS Colorado

N0036107



**SELLERS:**

**Merrick J. Smith**

Merrick J. Smith  
Merrick J. Smith, Individual

**Madison M. Smith**

Madison M. Smith  
Madison M. Smith, Individual

STATE OF **COLORADO**  
COUNTY OF **JEFFERSON**

SS:

The foregoing instrument was acknowledged before me April 12<sup>th</sup>, 2022 by Merrick J. Smith and Madison M. Smith.

Witness my hand and official seal.

Laura E Walker  
Notary Public  
My Commission expires: 05.16.2024

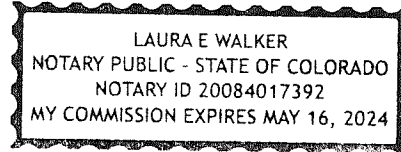


EXHIBIT A  
(Legal Description)

A parcel of land located in Section 26, Township 2 South, Range 70 West of the 6th P.M., being that part of Lot 16, Wheat Ridge Gardens 2nd Filing, lying North and East of State Highway 72, County of Jefferson, State of Colorado.

EXHIBIT B

Permitted Exceptions

1. Reservations contained in the Patent:

From: The United States of America  
To: Addison S. Garner  
Filing Date: July 20, 1892  
Filing No.: 2931

Which among other things recites:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

2. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.

Dated: April 20, 1982  
Lessor: Paul V. Pattridge and Florence Helen Pattridge  
Lessee: Teton Energy Company, Inc.  
Recording Date: August 14, 1982  
Recording No.: Reception No. 82055539

Note: Amendment and Ratification Agreement recorded August 18, 1982 at  
Reception No. 82057431.

3. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Jefferson Center Metropolitan District No. 1, as evidenced by instrument(s)

Recording Date: October 25, 1989  
Recording No.: Reception No. 89092217.

**WAIVER OF RIGHTS TO REIMBURSEMENT**


**TAYLOR MORRISON OF COLORADO, INC.**, a Colorado corporation (“**Taylor Morrison**”), pursuant to that certain Purchase and Sale Agreement between Taylor Morrison and Cimarron Commercial, LLC, a Colorado limited liability company (“**CCLLC**”), effective as of January 20, 2020, as amended from time to time (collectively, the “**PSA**”), specifically did not acquire or obtain transfer of any, and CCLLC retained any and all, right, title and interest in and to those rights of reimbursement from the Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), of any and all eligible costs and expenses with respect to all public improvements within Trailstone Filing No. 1, City of Arvada, County of Jefferson, State of Colorado, excepting, however, such eligible costs and expenses of that certain indoor pool or similar amenity intended to benefit and serve the public, which is anticipated to be located within Block 16 thereof (the “**Amenity**”), reimbursement of which remains subject to the terms and conditions of the PSA (collectively, but excepting such eligible costs and expenses relating to the Amenity, the “**Eligible Expenses**”).

Taylor Morrison acknowledges that the District has or will reimburse the Eligible Expenses to CCLLC pursuant to the terms and conditions of the Facilities Funding and Acquisition Agreement dated February 27, 2018, by and between the District and Cimarron Development Company, a Colorado corporation (“**CDC**”), as amended from time to time (the “**Reimbursement Agreement**”), and certain payment directives issued from time to time by CDC to the District directing the District to pay the Eligible Expenses to CCLLC in accordance with the terms of the Reimbursement Agreement.

Accordingly, Taylor Morrison waives any and all rights to the Eligible Expenses from the District and releases the District from any and all claims, damages, or liabilities arising from the Eligible Expenses.

IN WITNESS WHEREOF, the undersigned has executed this Waiver of Rights to Reimbursement as of the 18<sup>th</sup> day of April, 2022.

**TAYLOR MORRISON OF COLORADO, INC.**,  
a Colorado corporation

By: 

Name: Matthew Valente

Title: Director Forward Planning & Entitlements