

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 A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg Bradbury	President/Chairman	2020/May 2020
Jeff L. Nading	Treasurer	2022/May 2022
Charles Church McKay	Assistant Secretary	2020/May 2020
Diana K. Ten Eyck	Assistant Secretary	2020/May 2020
Steve Nading	Assistant Secretary	2022/May 2022
David Solin	Secretary	

DATE August 27, 2019 (Tuesday)
TIME: 9:30 A.M.
PLACE: Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes from the July 23, 2019 regular meeting (enclosure).

II. 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 Contract between the District and Kelley Trucking, for Candelas Medical Phase 2 Grading, in the amount of \$2,032,432.49.
- Ratify approval of Task Order No. 15-A2 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway and Company, Inc., for Candelas Point Amendment, in the amount of \$3,470.
- Ratify approval of Task Order No. 7-A3 to the Service Agreement between the District and Martin/Martin, Inc., for additional legal services – JCMD Parcel coordination, in the amount of \$5,000.

- Ratify approval of Task Order No. 9-A3 to the Service Agreement between the District and Martin/Martin, Inc., for Jefferson Parkway Coordination Amendment #3, in the amount of \$10,000.
 - Ratify approval of Task Order No. 4 to the Service Agreement, between the District and Wyoco Erosion Control, for On-Call Erosion Control, for an increase in the contract amount of \$60,000.00.
 - Ratify approval of Task Order No. 7 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, Inc., for Bidding and District Oversight through December 31, 2019, for an increase in the contract amount of \$54,860.
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III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the period ending July 31, 2019, in the amount of \$284,197.11 (enclosure).
-

- B. Review and consider approval of the payment of claims through the period ending August 27, 2019 as follows: (enclosure)

General Fund:	\$ 23,072.57
Debt Service Fund:	\$ -0-
Capital Projects Fund:	\$ 434,866.54
Total:	\$ <u>457,939.11</u>

- C. Review and accept unaudited financial statements for the period ending June 30, 2019 (enclosure).
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- D. Review Expense Tracking Report (enclosure) and consider approval of District Expenditures Verification Report (to be distributed at meeting).
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- E. Review forecast of General Fund Revenues and Expenditures.
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- F. Review Non-Eligible Expense Tracking Report (to be distributed at meeting).
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- G. Discuss status of Reimbursement Request Nos. 1 & 2 to Foothills Community Church.
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- H. Discuss status of preparation for District financing. Authorize any necessary actions required in connection therewith.
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IV. MANAGEMENT MATTERS

- A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).
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- B. Discuss status of FEMA Grant Close-Out.
-

V. LEGAL MATTERS

- A. **Post-Closing Agreement and Escrow Instructions (Phase One Improvements) by and among the District, Cimarron Development Company, Sisters of Charity of Leavenworth Health System, Inc., and First American Title Insurance Company ("Phase One Agreement"); and Post-Closing Agreement and Escrow Instructions (Phase Two Improvements) by and among the same parties ("Phase Two Agreement"):**

- 1. Discuss status of construction under the Phase One Agreement and Phase Two Agreement.
-

- a. Consider verification of Expenditures under the Phase One Agreement and/or Phase Two Agreement.
-

- 2. Review and consider approval (or ratification of) Disbursement Request(s) under the Phase One Agreement and/or Phase Two Agreement:

- a. Consider approval of Disbursement Request No. 3 under the Phase One Agreement, in the amount of \$_____.
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- B. Review and consider ratifying approval of Partial Assignment of Maintenance Agreement between the District and Drake Candelas Partners #3, LLC (enclosure).
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- C. Review and consider approval of Second Amended and Restated Intergovernmental Agreement for the Jefferson Parkway by and between the City of Arvada, Jefferson Center Metropolitan District No. 2, Jefferson Center Metropolitan District No. 1, the Jefferson Parkway Public Highway Authority, Cimarron Commercial, LLC and Cimarron Development Company (enclosure).
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VI. CONSTRUCTION MATTERS

- A. Review Construction Status Report.
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- B. Consider approval of contracts, work orders and change orders.
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- C. Discuss status of water tank construction negotiations at Highway 93 and Candelas Parkway with the City of Arvada.
-

- 1. Discuss Non-Exclusive License Agreement between Cimarron Commercial, LLC and the District.
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- 2. Discuss Non-Exclusive License Agreement between the District and the City of Arvada.
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- 3. Discuss Purchase and Sale Agreement between Cimarron Commercial, LLC and the District for the purchase of the Tank Site.
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- 4. Discuss Intergovernmental Agreement for the Purchase of Tank Site between the District and the City of Arvada.
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VII. CAPITAL IMPROVEMENTS

- A.

VIII. OTHER BUSINESS

- A. Discuss November and December regular meeting dates.
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IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
SEPTEMBER 24, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD JULY 23, 2019

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, the 23rd day of July, 2019, at 9:30 A.M., at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Gregg Bradbury
Charles Church McKay
Diana K. Ten Eyck
Steve Nading

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

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Megan Becher, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C. (via speakerphone for a portion of the meeting)

Brandon Collins (in person) and Elesha Carbaugh-Gonzales (via speakerphone for a portion of the meeting); Independent District Engineering Services, LLC

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 to 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 Becher noted that all Directors'

RECORD OF PROCEEDINGS

Disclosure Statements had been filed and that no additional conflicts were disclosed at the meeting.

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 Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Agenda was approved, as amended.

Approval of Meeting Location: 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. Following discussion, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Minutes: The Board reviewed the Minutes from the June 25, 2019 regular meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and, upon vote, unanimously carried, the Minutes from the June 25, 2019 regular meeting were approved, as presented.

CONSENT AGENDA

The Board considered the following actions:

- Change Order #19 to the Contract between the District and Premier Earthworks & Infrastructure for miscellaneous CORs, in the amount of \$25,684.64.
- Change Order #20 to the Contract between the District and Premier Earthworks & Infrastructure for miscellaneous CORs, in the amount of \$21,659.89.
- Change Order #17 to the Contract between the District and Sema Construction, for final quantities, a reduction in the contract amount of <\$10,603.95>.
- Task Order No. 7-A1 to the Master Service Agreement for Construction Observation and Materials Testing Services between the District and CTL/Thompson, Inc., for Candelas Point

RECORD OF PROCEEDINGS

Amendment #1, in the amount of \$15,386.

- Task Order No. 19 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas/Indiana Intersection Design, in the amount of \$13,700.
- Ratify approval of Change Order No. 3 to the Service Agreement for Traffic Engineering Services between the District and Kimley-Horn and Associates, Inc., for Highway 72/Candelas Parkway Traffic Study, in an amount not to exceed \$7,300.00.
- Ratify approval of Task Order No. 8 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, LLC, for Candelas Medical and Project Closeout, in an amount not to exceed \$54,860.00.

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

FINANCIAL MATTERS

Claims: The Board considered approval of the payment of claims for the period ending July 23, 2019 as follows:

General Fund:	\$ 9,970.73
Debt Service Fund:	\$
Capital Projects Fund:	\$ <u>307,029.88</u>
Total:	\$ <u>317,000.61</u>

Following discussion, upon motion duly made by Director McKay, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending July 23, 2019.

2018 Audit: Ms. Tatton reviewed the 2018 Audit with the Board.

Following discussion, upon motion duly made by Director Steve Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board approved the 2018 Audit and authorized execution of the Representations Letter, subject to incorporation of final audit edits by Counsel.

Expense Tracking Report (ETR): Mr. Solin reviewed the Expense Tracking Report with the Board.

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC ("IDES"): Mr. Collins reviewed

RECORD OF PROCEEDINGS

IDES' report entitled "District Expenditures Verification for July 2019," which summarizes IDES' review and verification of the expenditures of the District for July 2019 related to certain District construction contracts. The Verification Report identified \$284,197.11 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director McKay, seconded by Director Bradbury and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$284,197.11.

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

Non-Eligible Expense Tracking Report (ETR): Ms. Tatton reviewed and the Board discussed the Non-Eligible Expense Tracking Report.

Facilities Fees for Water Taps: Mr. Solin discussed the status of the outstanding Facilities Fees for Water Taps with the Board.

Reimbursement Request Nos. 1 & 2 to Foothills Community Church ("FCC"): Attorney Becher discussed the status of Reimbursement Request Nos. 1 & 2 to the Foothills Community Church ("FCC"). Attorney Becher recommended a Letter of Agreement between the District and FCC to memorialize the current intent of the parties regarding this matter. Mr. Solin was directed to speak with the FCC to let them know that Counsel was preparing the Letter of Agreement.

Preparation for District Financing: Mr. Solin noted for the Board that he will email a draft of the Request for Qualification for Municipal Advisory Services for the Board and Counsel to review and provide revisions.

Task Order No. 2 to the Service Agreement for Project Management Services between the District and Papillon, LLC: The Board discussed Task Order No. 2 to the Service Agreement for Project Management Services between the District and Papillon, LLC. It was noted that all Board members in attendance have conflicts of interest relating to this matter that have been disclosed to the Secretary of State and the Board. It was further noted that, under Section 24-18-109(3)(b), the Board members are allowed to vote notwithstanding their conflicts, as their participation is necessary to obtain a quorum or otherwise enable the Board to act.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved Task Order No. 2 to the Service Agreement for Project Management Services between the District and Papillon, LLC, in the amount of \$282,000.

Agreement or Change Order with Golden Triangle Construction, Inc., for the construction of District improvements for public ROW for Lot 6: The Board discussed an agreement or change order with Golden Triangle Construction, Inc., for the construction of District improvements for public ROW for Lot 6.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the agreement or change order with Golden Triangle Construction, Inc., for the construction of District improvements for public ROW for Lot 6, in an amount not to exceed \$20,000.00.

LEGAL MATTERS

Post-Closing Agreement and Escrow Instructions (Phase One Improvements) by and among the District, Cimarron Development Company, Sisters of Charity of Leavenworth Health System, Inc., and First American Title Insurance Company (“Phase One Agreement”); and Post-Closing Agreement and Escrow Instructions (Phase Two Improvements) by and among the same parties (“Phase Two Agreement”):

Construction under the Phase One Agreement and Phase Two Agreement: None.

Verification of Expenditures Under the Phase One Agreement and/or Phase Two Agreement: The Board deferred discussion.

Disbursement Request(s) under the Phase One Agreement and/or Phase Two Agreement: The Board deferred discussion.

Water Allocations: There was no update at this time.

Resolution No. 2019-07-01, First Amendment to Resolution No. 2018-10-01, Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices: The Board considered Resolution No. 2019-07-01, First Amendment to Resolution No. 2018-10-01, Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-07-01, First Amendment to Resolution No. 2018-10-01, Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices.

Resolution No. 2019-07-02, Resolution of the Board of Directors of the Jefferson Center Metropolitan District No. 1 Establishing District Website and Designating Location for Posting of 24-Hour Notices:

The Board considered 2019-07-02, Resolution of the Board of Directors of the Jefferson Center Metropolitan District No. 1 Establishing District Website and Designating Location for Posting of 24-Hour Notices.

Following review, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board adopted 2019-07-02, Resolution of the Board of Directors of the Jefferson Center Metropolitan District No. 1 Establishing District Website and Designating Location for Posting of 24-Hour Notices.

Establishment of SIPA website: Mr. Solin reported to the Board that the Eligible Governmental Entity forms have been signed and that Special District Management Services, Inc. will work with SIPA to get the site assigned.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Collins discussed with the Board the Project Status Report dated July 23, 2019. A copy of the report is attached hereto and incorporated herein by this reference.

Contracts, Task Orders, Work Orders and Change Orders: Mr. Collins discussed the following Task Orders, Work Orders and Change Orders:

- Contract between the District and Kelley Trucking, for Candelas Medical Phase 2 Grading, in the amount of \$2,032,432.49.
- Task Order No. 15-A2 to the Master Service Agreement for Civil Engineering and Surveying Services between the District and Galloway and Company, Inc., for Candelas Point Amendment, in the amount of \$3,470.
- Task Order No. 7-A3 to the Service Agreement between the District and Martin/Martin, Inc., for additional legal services – JCMD Parcel coordination, in the amount of \$5,000.
- Task Order No. 9-A3 to the Service Agreement between the District and Martin/Martin, Inc., for Jefferson Parkway Coordination

RECORD OF PROCEEDINGS

Amendment #3, in the amount of \$10,000.

- Task Order No. 4 to the Service Agreement, between the District and Wyoco Erosion Control, for On-Call Erosion Control, for an increase in the contract amount of \$60,000.
- Task Order No. 7 to the Service Agreement for District Oversight Services between the District and Independent District Engineering Services, Inc., for Bidding and District Oversight through December 31, 2019, for an increase in the contract amount of \$54,860.

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 Contracts, Change Orders, Task Orders and Work Orders listed above.

Status of Water Tank Construction Negotiations: Attorney Becher reported to the Board that she has received comments and will be reviewing them to determine next steps.

CAPITAL IMPROVEMENTS

None.

OTHER BUSINESS

Mr. Solin provided an update to the Board on the FEMA close out.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2019-07-01

**FIRST AMENDMENT TO RESOLUTION NO. 2018-10-01,
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. On October 23, 2018, Jefferson Center Metropolitan District No. 1 (the “**District**”) adopted Resolution No. 2018-10-01 Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices (the “**Resolution**”); and

B. The District desires to amend the Resolution due to Colorado legislative changes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Jefferson Center Metropolitan District No. 1, Jefferson County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendment to Recital C of Resolution. Recital C of the Resolution is hereby deleted in its entirety.

3. Amendment to Section 7 of Resolution. Section 7 of the Resolution is hereby deleted in its entirety.

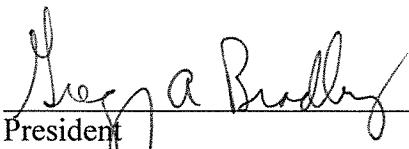
4. Amendment to Section 8 of Resolution. Section 8 of the Resolution is hereby deleted in its entirety.


5. Effective Date. The effective date of this First Amendment shall be August 2, 2019.

6. Except as expressly set forth herein, the Resolution continues to be effective without modification.

RESOLUTION APPROVED AND ADOPTED ON July 23, 2019.

**JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1**

By: 
President

Attest:

Secretary

RESOLUTION NO. 2019-07-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER
METROPOLITAN DISTRICT NO. 1 ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("**Notice of Meeting**") will be physically posted at least 24 hours prior to each meeting ("**Designated Public Place**").

B. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., effective as of August 2, 2019, special districts are relieved of the requirement to physically post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Effective as of August 2, 2019, Section 32-1-903(2), C.R.S. has been amended to remove the requirement for additional postings at three public places within the boundaries of the special district and the office of the county clerk and recorder and the requirement for 72-hour notices for special meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jefferson Center Metropolitan District No. 1 (the "**District**"), Jefferson County, Colorado:

1. That the Board of Directors (the "**District Board**") authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

2. That the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S., effective August 2, 2019.

3. That if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(III), C.R.S., at the following Designated Public Place:

(a) _____

RESOLUTION APPROVED AND ADOPTED on July 23, 2019.

**JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1**

By: Meg A. Brady
President

Attest: [Signature]
Secretary

JEFFERSON CENTER METRO DISTRICT NO. 1

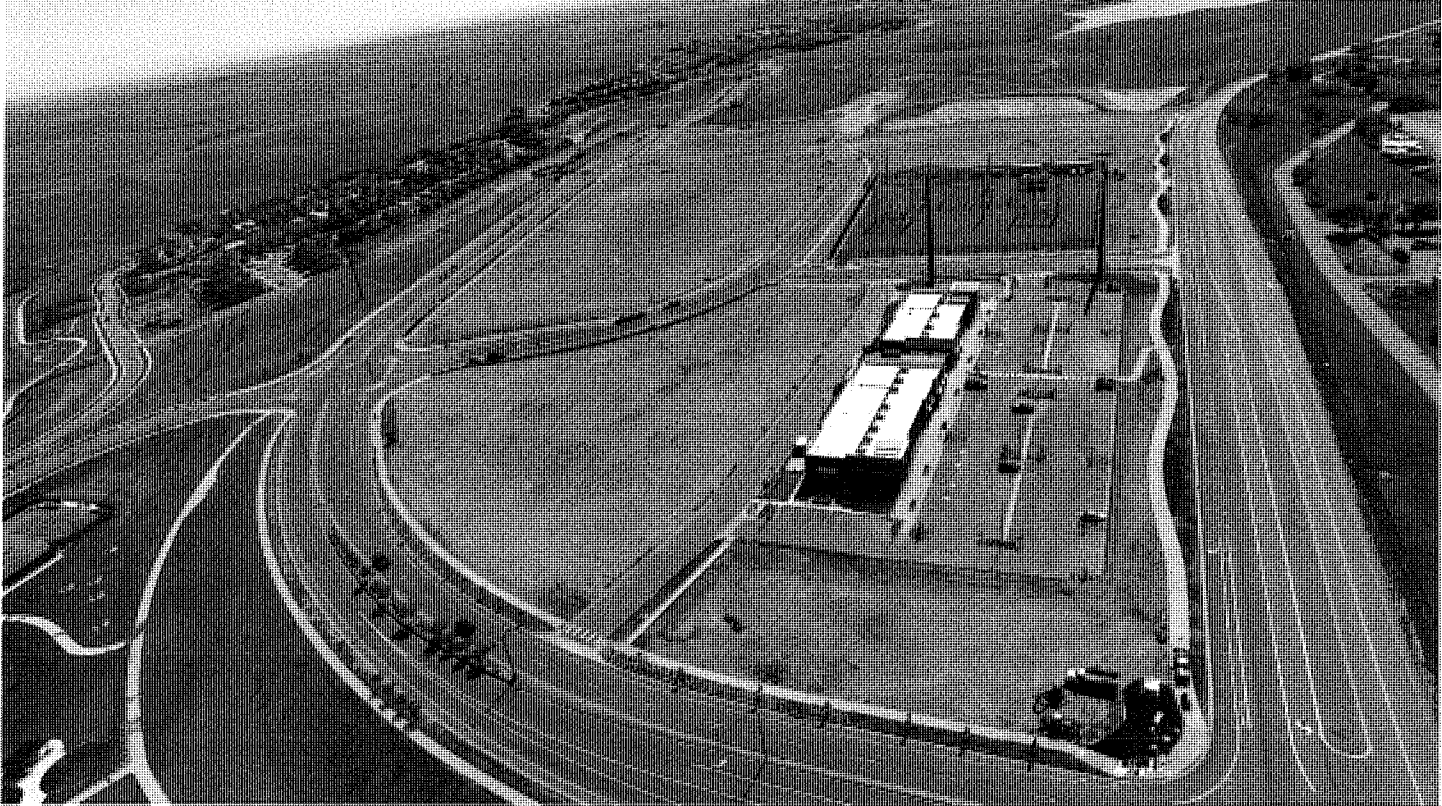
Board Meeting Project Status

July 23, 2019

Project Work

Candelas Point

- All paving and striping on Highway 72 is complete.



- Landscaping is currently being installed along Highway 72. Sod in Candelas Parkway and Highway 72 tree lawns is scheduled for this week.
- Currently coordinating with PEI and Arvada to address the remaining initial acceptance punchlist items and obtain city sign-off. PEI to remove and replace areas of asphalt settlement on West 92nd Drive this week.

Kings North

- Final pond and slope stabilization and turf reinforcement mat was placed this month.



- Currently coordinating with PEI and Arvada to address the remaining initial acceptance punchlist items and obtain city sign-off.

Candelas Medical

- KDPL pipeline relocation and tie-ins were completed this month. On site utility work is ongoing.



- Bids were received for Candelas Medical Phase 2 Earthwork. Martin/Martin is currently addressing grading comments from the city and is scheduled to resubmit for city approval this week.

Construction Contract Documents

Contractor Contracts

- Kelley Trucking – Candelas Medical Phase 2 Grading - \$2,032,432.49

Potential Contracts

- None

Contract Change Orders

- None

Contractor Potential Change Orders

- Premier Earthworks & Infrastructure
 - COR #50 – Range Points at Candelas Point - \$10,372.06
 - COR #51 – Hwy 72 Special Paving Mix for Top Lift - \$33,134.88
 - COR #52 – Replace FH due to plan grade bust - \$9,322.42
 - COR #53 – Additional Asphalt Quantity on 72 - \$18,345.43
 - COR #54 – Check Dams at Candelas Point Pond Outfall- \$5,887.00
 - Proposal for Candelas Medical 1" Irrigation Service - \$21,805.00
 - Proposal for Candelas C&G Replacement - \$9,724.00

Consultant/Vendor Agreements & Task Orders

Consultant/Vendor Agreements

- None

Task Orders and Work Orders

- Galloway
TO #15-A2 – Candelas Point Amendment - \$3,470.00
- Martin/Martin
TO #7-A3 – Additional Legal Services - JCMD Parcel Coordination - \$5,000.00
TO #9-A3 – Jefferson Pkwy Coordination Amendment #3 - \$10,000.00
- Wyoco Erosion Control
TO #4 – On Call Erosion Control - \$60,000.00
- IDES
TO #7 – District Engineering Services- \$54,860.00

Consultant Potential Task Orders

- None

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
10543								
07/19	07/01/2019	10543	McGeady Becher P.C.	599B MAR 19	1-675	3,451.10-	3,451.10-	V
07/19	07/01/2019	10543	McGeady Becher P.C.	599B MAR 19	3-675	7,031.00-	7,031.00-	V
Total 10543:							10,482.10-	
10577								
07/19	07/01/2019	10577	McGeady Becher P.C.	599B MAR 19	1-675	3,451.10	3,451.10	
07/19	07/01/2019	10577	McGeady Becher P.C.	599B MAR 19	3-675	7,031.00	7,031.00	
Total 10577:							10,482.10	
10578								
07/19	07/16/2019	10578	Bright View Landscape Serv	PAY APP 8	3-750	74,118.11	74,118.11	
07/19	07/16/2019	10578	Bright View Landscape Serv	PAY APP 8	3-318	3,705.91-	3,705.91-	
Total 10578:							70,412.20	
10579								
07/19	07/16/2019	10579	City of Arvada	20190709	3-750	47,887.16	47,887.16	
08/19	08/01/2019	10579	City of Arvada	20190709	3-750	47,887.16-	47,887.16-	V
Total 10579:							.00	
10580								
07/19	07/16/2019	10580	Environmental Designs, Inc.	119243	1-710	2,676.00	2,676.00	
07/19	07/16/2019	10580	Environmental Designs, Inc.	119387	1-710	1,533.33	1,533.33	
07/19	07/16/2019	10580	Environmental Designs, Inc.	119916	1-710	1,533.33	1,533.33	
Total 10580:							5,742.66	
10581								
07/19	07/16/2019	10581	Galloway & Company, Inc	84514/84515	3-784	6,464.84	6,464.84	
Total 10581:							6,464.84	
10582								
07/19	07/16/2019	10582	IDES, LLC	DEN085.34	3-780	17,366.36	17,366.36	
Total 10582:							17,366.36	
10583								
07/19	07/16/2019	10583	Martin/Martin Consulting En	6/2019	3-784	16,939.26	16,939.26	
Total 10583:							16,939.26	
10584								
07/19	07/16/2019	10584	McGeady Becher P.C.	599B MAY 19	1-675	3,178.00	3,178.00	
07/19	07/16/2019	10584	McGeady Becher P.C.	599B MAY 19	3-675	4,562.00	4,562.00	
Total 10584:							7,740.00	

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
10585							
07/19	07/16/2019	10585	Papillon, LLC	954	3-780	30,847.59	30,847.59
Total 10585:							30,847.59
10586							
07/19	07/16/2019	10586	Premier Earthworks & Infra	PAY APP 13	3-750	57,553.51	57,553.51
07/19	07/16/2019	10586	Premier Earthworks & Infra	PAY APP 13	3-318	2,877.68-	2,877.68-
Total 10586:							54,675.83
10587							
07/19	07/16/2019	10587	Special Dist Mgmt Srvs, Inc.	JUNE 2019	1-610	778.50	778.50
07/19	07/16/2019	10587	Special Dist Mgmt Srvs, Inc.	JUNE 2019	1-690	208.56	208.56
Total 10587:							987.06
10588							
07/19	07/16/2019	10588	SWAP, LLC	SWAP05.28	3-780	1,853.12	1,853.12
Total 10588:							1,853.12
10589							
07/19	07/16/2019	10589	SWCA, Incorporated	95744	3-784	704.52	704.52
Total 10589:							704.52
10590							
07/19	07/16/2019	10590	Wyoco Erosion Control, Inc.	1059	3-750	22,718.25	22,718.25
07/19	07/16/2019	10590	Wyoco Erosion Control, Inc.	7/2019	3-750	32,598.75	32,598.75
Total 10590:							55,317.00
10591							
07/19	07/16/2019	10591	Xcel Energy	641577281	1-695	39.25	39.25
07/19	07/16/2019	10591	Xcel Energy	642977196	1-695	23.76	23.76
Total 10591:							63.01
10592							
07/19	07/23/2019	10592	City of Arvada	20190709 2	3-750	15,083.66	15,083.66
Total 10592:							15,083.66
Grand Totals:							284,197.11

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check

Report Criteria:

Report type: GL detail

Check.Voided = No

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
10593							
08/19	08/09/2019	10593	Martin/Martin Consulting En	FEMA REVIEW FEE	3-784	8,000.00	8,000.00
Total 10593:							8,000.00
10594							
08/19	08/21/2019	10594	Bright View Landscape Serv	PAY APP 9	3-750	73,248.27	73,248.27
08/19	08/21/2019	10594	Bright View Landscape Serv	PAY APP 9	3-318	3,662.41-	3,662.41-
Total 10594:							69,585.86
10595							
08/19	08/21/2019	10595	City of Arvada	18086 8/2019	1-695	150.64	150.64
08/19	08/21/2019	10595	City of Arvada	18205 8/2019	1-695	246.75	246.75
08/19	08/21/2019	10595	City of Arvada	41419 9/2019	1-695	923.91	923.91
Total 10595:							1,321.30
10596							
08/19	08/21/2019	10596	City of Westminster	201966	3-750	1,863.95	1,863.95
Total 10596:							1,863.95
10597							
08/19	08/21/2019	10597	CTL Thompson	517596 517509	3-784	3,790.00	3,790.00
Total 10597:							3,790.00
10598							
08/19	08/21/2019	10598	Drake Real Estate Services	20190816	1-533	2,770.00	2,770.00
Total 10598:							2,770.00
10599							
08/19	08/21/2019	10599	Environmental Designs, Inc.	120263	1-710	906.67	906.67
08/19	08/21/2019	10599	Environmental Designs, Inc.	120966	1-710	1,533.33	1,533.33
08/19	08/21/2019	10599	Environmental Designs, Inc.	121187	1-710	1,839.11	1,839.11
08/19	08/21/2019	10599	Environmental Designs, Inc.	121236	1-710	956.87	956.87
Total 10599:							5,235.98
10600							
08/19	08/21/2019	10600	Fiscal Focus Partners, LLC	1221	1-615	5,100.00	5,100.00
Total 10600:							5,100.00
10601							
08/19	08/21/2019	10601	Galloway & Company, Inc	6/2019	3-784	5,867.31	5,867.31
Total 10601:							5,867.31

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
10602							
08/19	08/21/2019	10602	IDES, LLC	DEN085.35	3-780	14,768.76	14,768.76
Total 10602:							14,768.76
10603							
08/19	08/21/2019	10603	Martin/Martin Consulting En	7/2019	3-784	18,979.96	18,979.96
Total 10603:							18,979.96
10604							
08/19	08/21/2019	10604	McGeady Becher P.C.	599 6/2019	3-675	1,065.00	1,065.00
08/19	08/21/2019	10604	McGeady Becher P.C.	599 6/2019	1-675	5,632.90	5,632.90
Total 10604:							6,697.90
10605							
08/19	08/21/2019	10605	Papillon, LLC	956	3-780	11,367.88	11,367.88
Total 10605:							11,367.88
10606							
08/19	08/21/2019	10606	Premier Earthworks & Infra	PAY APP 14	3-750	311,109.03	311,109.03
08/19	08/21/2019	10606	Premier Earthworks & Infra	PAY APP 14	3-318	15,555.45-	15,555.45-
Total 10606:							295,553.58
10607							
08/19	08/21/2019	10607	Special Dist Mgmt Svcs, Inc.	JULY 2019	1-610	2,792.50	2,792.50
08/19	08/21/2019	10607	Special Dist Mgmt Svcs, Inc.	JULY 2019	1-690	103.43	103.43
Total 10607:							2,895.93
10608							
08/19	08/21/2019	10608	SWAP, LLC	SWAP05.29	3-784	1,802.24	1,802.24
Total 10608:							1,802.24
10609							
08/19	08/21/2019	10609	Wyoco Erosion Control, Inc.	1158	3-750	2,222.00	2,222.00
Total 10609:							2,222.00
10610							
08/19	08/21/2019	10610	Xcel Energy	645275984	1-695	2.48	2.48
08/19	08/21/2019	10610	Xcel Energy	645474008	1-695	45.55	45.55
08/19	08/21/2019	10610	Xcel Energy	646863751	1-695	12.26	12.26
08/19	08/21/2019	10610	Xcel Energy	649128760	1-695	11.53	11.53
08/19	08/21/2019	10610	Xcel Energy	649320972	1-695	44.64	44.64
Total 10610:							116.46
Grand Totals:							457,939.11

August-19

	General	Debt	Capital	Totals
Disbursements	\$ 23,072.57	\$ -	\$ 434,866.54	\$ 457,939.11
	\$ -	\$ -	\$ -	\$ -
Total Disbursements from Checkin:	\$ 23,072.57	\$ -	\$ 434,866.54	\$ 457,939.11

Jefferson Center Metropolitan District No. 1
Financial Statements

June 30, 2019

ACCOUNTANT'S COMPILATION REPORT

Board of Directors

Jefferson Center Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Jefferson Center Metropolitan District No. 1, as of and for the period ended June 30, 2019, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jefferson Center Metropolitan District No. 1 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

August 9, 2019

Englewood, Colorado

Jefferson Center Metropolitan District No.1
Combined Balance Sheet
June 30, 2019

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt Service <u>Fund</u>	Account Groups	Total <u>All Funds</u>
Assets					
Current assets					
Cash checking	\$ 4,898	\$ (446,261)	\$ -	\$ -	\$ (441,363)
Cash - Colotrust	67,137	-	664,731	-	731,868
Cash - Trustee	-	3,190	3,535,355	-	3,538,545
Cash - Escrow	-	5,891,157	-	-	5,891,157
Cash with County Treasurer	14,731	-	147,341	-	162,072
AURA receivable	49,441	-	494,490	-	543,931
Due from other funds	220,728	-	-	-	220,728
Construction deposit	-	103,850	-	-	103,850
Due from JCMD #2	-	-	195,216	-	195,216
	<u>356,935</u>	<u>5,551,936</u>	<u>5,037,133</u>	<u>-</u>	<u>10,946,004</u>
Other assets					
Fixed assets	-	-	-	17,005,119	17,005,119
Amount available in debt service fund	-	-	-	5,037,133	5,037,133
Amount to be provided for retirement of debt	-	-	-	35,253,585	35,253,585
	<u>-</u>	<u>-</u>	<u>-</u>	<u>57,295,837</u>	<u>57,295,837</u>
	<u>\$ 356,935</u>	<u>\$ 5,551,936</u>	<u>\$ 5,037,133</u>	<u>\$ 57,295,837</u>	<u>\$ 68,241,841</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 8,575	\$ 273,735	\$ -	\$ -	\$ 282,310
Retainage payable	-	269,492	-	-	269,492
Due to other funds	-	220,728	-	-	220,728
	<u>8,575</u>	<u>763,955</u>	<u>-</u>	<u>-</u>	<u>772,530</u>
Revenue Bonds, Series 2015	-	-	-	18,325,000	18,325,000
Revenue Bonds, Series 2017	-	-	-	10,402,000	10,402,000
Line of Credit - Series 2010B	-	-	-	11,469,951	11,469,951
Accrued interest - Series 2010B	-	-	-	93,767	93,767
	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,290,718</u>	<u>40,290,718</u>
Total liabilities	<u>8,575</u>	<u>763,955</u>	<u>-</u>	<u>40,290,718</u>	<u>41,063,248</u>
Fund equity and other credits					
Investment in fixed assets	-	-	-	17,005,119	17,005,119
Fund balance - Reserve Fund			1,588,027	-	1,588,027
Fund balance - Surplus Fund - \$1.3 mil max			1,300,000	-	1,300,000
Fund balance	<u>348,360</u>	<u>4,787,981</u>	<u>2,149,106</u>	<u>-</u>	<u>7,285,447</u>
	<u>348,360</u>	<u>4,787,981</u>	<u>5,037,133</u>	<u>17,005,119</u>	<u>27,178,593</u>
	<u>\$ 356,935</u>	<u>\$ 5,551,936</u>	<u>\$ 5,037,133</u>	<u>\$ 57,295,837</u>	<u>\$ 68,241,841</u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Property taxes	\$ 180,973	\$ 104,335	\$ 182,099	\$ 1,126
Less AURA portion of District taxes	(104,660)	(90,391)	(99,536)	5,124
Specific ownership taxes	12,801	1,210	4,841	(7,960)
AURA tax increment	104,660	90,391	99,536	(5,124)
Interest income	2,000	5,729	15,455	13,455
	<u>195,774</u>	<u>111,274</u>	<u>202,395</u>	<u>6,621</u>
Expenditures				
Accounting	6,000	-	-	6,000
Audit	5,500	-	-	5,500
Election expense	2,000	-	-	2,000
Insurance	5,250	-	5,224	26
Landscape maintenance	16,000	7,336	12,116	3,884
Legal	45,000	12,296	22,669	22,331
Management fees	32,000	5,359	14,858	17,142
Miscellaneous	2,000	114	144	1,856
Office supplies	1,000	658	1,434	(434)
Treasurer fees	2,715	423	1,452	1,263
Utilities	10,000	490	710	9,290
Transfer to JCMD #2 General Fund	54,164	11,746	20,362	33,802
Transfer to Mt Shadows for O&M	2,910	-	-	2,910
Emergency reserve	3,826	-	-	3,826
Contingency	310,824	-	-	310,824
	<u>499,189</u>	<u>38,422</u>	<u>78,969</u>	<u>420,220</u>
Excess (deficiency) of revenues over expenditures	(303,415)	\$ <u>72,852</u>	123,426	426,841
Fund balance beginning	<u>303,415</u>		<u>224,934</u>	<u>(78,481)</u>
Fund balance ending	\$ <u>-</u>		\$ <u>348,360</u>	\$ <u>348,360</u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Interest income	5,000	9,036	9,050	4,050
Other reimbursements	6,800,000	-	-	(6,800,000)
Facility fee income	-	49,158	49,158	49,158
Other income	-	55,198	55,198	55,198
Bond Proceeds	15,000,000	-	-	(15,000,000)
Developer advances	-	323,722	6,308,271	6,308,271
	<u>21,805,000</u>	<u>437,114</u>	<u>6,421,677</u>	<u>(15,383,323)</u>
Expenditures				
Legal	-	19,732	36,518	(36,518)
Capital outlay	13,303,540	953,809	2,411,269	10,892,271
Project management	-	146,174	255,733	(255,733)
Issuance Costs	500,000	-	-	500,000
Repay developer advances - principal	5,500,000	-	4,451	5,495,549
Repay developer advances - interest	-	161,030	257,596	(257,596)
Transfer to Debt Service Fund	3,000,000	-	-	3,000,000
Engineering	-	188,130	243,358	(243,358)
	<u>22,303,540</u>	<u>1,468,875</u>	<u>3,208,925</u>	<u>19,094,615</u>
Excess (deficiency) of revenues over expenditures	(498,540)	\$ <u><u>(1,031,761)</u></u>	3,212,752	3,711,292
Fund balance beginning	<u>498,540</u>		<u>1,575,229</u>	<u>1,076,689</u>
Fund balance ending	\$ <u><u>-</u></u>		\$ <u><u>4,787,981</u></u>	\$ <u><u>4,787,981</u></u>

Jefferson Center Metropolitan District No.1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Property taxes	\$ 1,810,064	\$ 1,043,544	\$ 1,821,317	\$ 11,253
Less AURA portion of District taxes	(1,046,792)	(904,080)	(995,541)	51,251
Specific ownership taxes	126,704	12,107	48,420	(78,284)
Interest income	10,000	21,586	42,010	32,010
Transfer from District #2 DS	193,437	197,122	259,961	66,524
Transfer from Capital Projects	3,000,000	-	-	(3,000,000)
AURA tax increment	1,046,792	904,080	995,541	(51,251)
AURA increment - other governments	1,187,789	1,252,757	1,253,174	65,385
	<u>6,327,994</u>	<u>2,527,116</u>	<u>3,424,882</u>	<u>(2,903,112)</u>
Expenditures				
Transfer to District #2/Vauxmont - Debt Service	1,187,789	1,252,757	1,253,174	(65,385)
Series 2015 Principal	585,000	-	-	585,000
Series 2015 Interest	964,450	482,225	482,225	482,225
Series 2017 Interest	590,756	295,378	295,378	295,378
Series 2018 Interest	450,000	-	-	450,000
Paying agent fees	7,000	3,500	3,500	3,500
Treasurer's fees	27,151	4,230	14,525	12,626
	<u>3,812,146</u>	<u>2,038,090</u>	<u>2,048,802</u>	<u>1,763,344</u>
Excess (deficiency) of revenues over expenditures	2,515,848	\$ <u>489,026</u>	1,376,080	(1,139,768)
Fund balance beginning	<u>3,604,627</u>		<u>3,661,053</u>	<u>56,426</u>
Fund balance ending	\$ <u>6,120,475</u>		\$ <u>5,037,133</u>	\$ <u>(1,083,342)</u>

Jefferson Center Metropolitan District No. 2
Financial Statements

June 30, 2019

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Jefferson Center Metropolitan District No. 2

Management is responsible for the accompanying financial statements of each major fund of Jefferson Center Metropolitan District No. 2, as of and for the period ended June 30, 2019, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Jefferson Center Metropolitan District No. 2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

August 9, 2019
Englewood, Colorado

Jefferson Center Metropolitan District No.2
Combined Balance Sheet
June 30, 2019

See Accountant's Compilation Report

	General <u>Fund</u>	Capital Projects <u>Fund</u>	Debt Service <u>Fund</u>	Account Groups	Total <u>All Funds</u>
Assets					
Current assets					
Cash checking	\$ (77,577)	\$ 162,724	\$ -	\$ -	\$ 85,147
Cash Colotrust	-	77,247	-	-	77,247
Cash - Trustee - Arvada Fire	-	6,075,859	-	-	6,075,859
Due from AURA	-	404,725	130,393	-	535,118
Due from Mt Shadow	78,389	-	-	-	78,389
Due from other districts	28,077	-	-	-	28,077
Construction deposits	-	5,000	-	-	5,000
	<u>28,889</u>	<u>6,725,555</u>	<u>130,393</u>	<u>-</u>	<u>6,884,837</u>
Other assets					
Fixed assets	-	-	-	2,282,912	2,282,912
Amount to be provided for retirement of debt	-	-	-	12,458,885	12,458,885
	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,741,797</u>	<u>14,741,797</u>
	<u>\$ 28,889</u>	<u>\$ 6,725,555</u>	<u>\$ 130,393</u>	<u>\$ 14,741,797</u>	<u>\$ 21,626,634</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 5,598	\$ -	\$ -	\$ -	\$ 5,598
Due to JCMD#1	-	64,823	130,393	-	195,216
	<u>5,598</u>	<u>64,823</u>	<u>130,393</u>	<u>-</u>	<u>200,814</u>
Mountain Shadows Pledge Agreement	-	-	-	7,000,000	7,000,000
Accrued Interest - Mountain Shadows	-	-	-	5,458,885	5,458,885
	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,458,885</u>	<u>12,458,885</u>
Total liabilities	<u>5,598</u>	<u>64,823</u>	<u>130,393</u>	<u>12,458,885</u>	<u>12,659,699</u>
Fund equity and other credits					
Investment in fixed assets	-	-	-	2,282,912	2,282,912
Fund balance - reserved AFD	-	6,480,584	-	-	6,480,584
Fund balance - unreserved	23,291	180,148	-	-	203,439
	<u>23,291</u>	<u>6,660,732</u>	<u>-</u>	<u>2,282,912</u>	<u>8,966,935</u>
	<u>\$ 28,889</u>	<u>\$ 6,725,555</u>	<u>\$ 130,393</u>	<u>\$ 14,741,797</u>	<u>\$ 21,626,634</u>

Jefferson Center Metropolitan District No.2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Transfer from JCMD #1	\$ 54,164	\$ 11,746	\$ 20,362	\$ (33,802)
Transfer from Mountain Shadows	33,498	7,263	12,591	(20,907)
Transfer from Canyon Pines	8	2	3	(5)
Transfer from Cimarron/Vauxmont	<u>73,787</u>	<u>16,173</u>	<u>28,039</u>	<u>(45,748)</u>
	<u>161,457</u>	<u>35,184</u>	<u>60,995</u>	<u>(100,462)</u>
Expenditures				
Audit	5,500	-	-	5,500
Accounting	15,000	9,351	13,834	1,166
Insurance	4,230	-	4,089	141
Legal	30,000	3,440	13,150	16,850
Management fees	25,000	4,899	12,362	12,638
Miscellaneous	2,000	66	132	1,868
Office supplies	1,500	-	-	1,500
Paying Agent Fees	375	-	-	375
Stormwater IGA	65,650	17,428	17,428	48,222
Emergency reserve	12,202	-	-	12,202
Contingency	<u>37,845</u>	<u>-</u>	<u>-</u>	<u>37,845</u>
	<u>199,302</u>	<u>35,184</u>	<u>60,995</u>	<u>138,307</u>
Excess (deficiency) of revenues over expenditures	(37,845)	\$ <u>-</u>	-	37,845
Fund balance beginning	<u>37,845</u>		<u>23,291</u>	<u>(14,554)</u>
Fund balance ending	\$ <u>-</u>		\$ <u>23,291</u>	\$ <u>23,291</u>

Jefferson Center Metropolitan District No.2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Mt Shadows AURA Increment	\$ 178,308	\$ 102,556	\$ 170,510	\$ (7,798)
AURA Arvada Fire Dept	1,050,650	681,331	1,010,647	(40,003)
Interest income	<u>-</u>	<u>26,841</u>	<u>51,049</u>	<u>51,049</u>
	<u>1,228,958</u>	<u>810,728</u>	<u>1,232,206</u>	<u>3,248</u>
Expenditures				
Arvada Fire Construction	6,471,912	-	-	6,471,912
Mt Shadow Pledge Agreement Interest	178,308	102,556	170,510	7,798
Transfer to General Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>6,650,220</u>	<u>102,556</u>	<u>170,510</u>	<u>6,479,710</u>
Excess (deficiency) of revenues over expenditures	(5,421,262)	\$ <u><u>708,172</u></u>	1,061,696	6,482,958
Fund balance beginning	<u>5,421,262</u>		<u>5,599,036</u>	<u>177,774</u>
Fund balance ending	\$ <u><u>-</u></u>		\$ <u><u>6,660,732</u></u>	\$ <u><u>6,660,732</u></u>

Jefferson Center Metropolitan District No.2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Six Months Ended June 30, 2019
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual Quarter</u>	<u>Actual Year to Date</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues				
Transfer from District #1	\$ 1,187,789	\$ 1,252,757	\$ 1,253,174	\$ 65,385
Mt Shadows AURA Increment	211,995	141,626	239,586	27,591
Vauxmont AURA Increment	3,120,696	2,137,048	3,541,706	421,010
JCMD NW AURA Increment	<u>193,437</u>	<u>197,122</u>	<u>259,961</u>	<u>66,524</u>
	<u>4,713,917</u>	<u>3,728,553</u>	<u>5,294,427</u>	<u>580,510</u>
Expenditures				
Transfer to Vauxmont - Cimarron Pledge Agreement	4,520,480	3,531,431	5,034,466	(513,986)
Transfer to District #1	<u>193,437</u>	<u>197,122</u>	<u>259,961</u>	<u>(66,524)</u>
	<u>4,713,917</u>	<u>3,728,553</u>	<u>5,294,427</u>	<u>(580,510)</u>
Excess (deficiency) of revenues over expenditures	-	\$ <u><u>-</u></u>	-	-
Fund balance beginning	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance ending	\$ <u><u>-</u></u>		\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

JCMD1 EXPENSE TRACKING REPORT
AUGUST 2019 REPORT FOR JULY 2019 EXPENSES

INVOICE DETAIL						
Vendor	Description	Invoice Number	Invoice Date	Total Invoice	(Note 1) General Fund	(Note 2) Capital Fund
BrightView Landscape Development	Landscape & Irrigation (Candelas Point, Candelas Medical, & Kings North)	Pay Application #8	7/25/2019	\$ 69,585.86	\$ -	\$ 69,585.86
City of Arvada	Water Usage Fees	Acct.#041399	7/31/2019	\$ 246.75	\$ 246.75	\$ -
City of Arvada	Water Usage Fees	Acct.#041419	7/31/2019	\$ 923.91	\$ 923.91	\$ -
City of Arvada	Water Usage Fees	Acct.#065829	7/31/2019	\$ 150.64	\$ 150.64	\$ -
City of Westminster	KDPL Relocation Reimbursement	Acct.#201966	8/1/2019	\$ 1,863.95	\$ -	\$ 1,863.95
CTL Thompson, Inc.	Geotechnical Services	517509	7/31/2019	\$ 3,600.00	\$ -	\$ 3,600.00
CTL Thompson, Inc.	Geotechnical Services	517596	7/31/2019	\$ 190.00	\$ -	\$ 190.00
Drake Real Estate Services	Facility Fee Overpayment Refund	20190816	8/16/2019	\$ 2,770.00	\$ 2,770.00	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	120263	7/12/2019	\$ 906.67	\$ 906.67	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	120966	8/1/2019	\$ 1,533.33	\$ 1,533.33	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	121236	8/2/2019	\$ 956.87	\$ 956.87	\$ -
Environmental Designs, Inc.	Monthly Grounds Services	121187	8/2/2019	\$ 1,839.11	\$ 1,839.11	\$ -
Fiscal Focus Partners LLC	Independent Audit of 2018 Financial Statements	1221	7/22/2019	\$ 5,100.00	\$ 5,100.00	\$ -
Galloway & Company, Inc.	Design Engineering	85106	6/30/2019	\$ 1,425.00	\$ -	\$ 1,425.00
Galloway & Company, Inc.	Design Engineering	85107	6/30/2019	\$ 1,780.00	\$ -	\$ 1,780.00
Galloway & Company, Inc.	Design Engineering	85108	6/30/2019	\$ 723.75	\$ -	\$ 723.75
Galloway & Company, Inc.	Design Engineering	85210	6/30/2019	\$ 1,938.56	\$ -	\$ 1,938.56
IDES LLC	District Engineering Management	DEN085.35	7/31/2019	\$ 14,768.76	\$ -	\$ 14,768.76
Martin/Martin, Inc	Engineering - FEMA Review Fee	n/a	8/9/2019	\$ 8,000.00	\$ -	\$ 8,000.00
Martin/Martin, Inc	Engineering	17.0723-00014	7/11/2019	\$ 14,634.52	\$ -	\$ 14,634.52
Martin/Martin, Inc	Engineering	17.0724-00019	7/19/2019	\$ 3,190.44	\$ -	\$ 3,190.44
Martin/Martin, Inc	Engineering	17.0725-00013	7/19/2019	\$ 1,155.00	\$ -	\$ 1,155.00
McGeady Becher	Legal - Minutes / Board Meetings	599-0004	6/30/2019	\$ 2,937.00	\$ 2,937.00	\$ -
McGeady Becher	Legal - Audits	599-0015	6/30/2019	\$ 2,316.40	\$ 2,316.40	\$ -
McGeady Becher	Legal - Conflict of Interest	599-0019	6/30/2019	\$ 379.50	\$ 379.50	\$ -
McGeady Becher	Legal - Water Tank Mou, City	599-0318	6/30/2019	\$ 737.50	\$ -	\$ 737.50
McGeady Becher	Legal - Big Dry Creek Engineering, Martin/Martin	599-0522	6/30/2019	\$ 29.50	\$ -	\$ 29.50
McGeady Becher	Legal - Construction Observation & Materials Testing, CTL	599-0535	6/30/2019	\$ 29.50	\$ -	\$ 29.50
McGeady Becher	Legal - Earthwork, Premier	599-0606	6/30/2019	\$ 29.50	\$ -	\$ 29.50
McGeady Becher	Legal - Assignment Agreement, Whisper Creek Two	599-2124	6/30/2019	\$ 239.00	\$ -	\$ 239.00
Papillon, LLC	District Management	956	7/23/2019	\$ 11,367.88	\$ -	\$ 11,367.88
Premier Earthworks & Infrastructure	Grading, Utilities, & Concrete (Candelas Point, Candelas Medical, & Kings North)	Pay Application #14	7/25/2019	\$ 295,553.58	\$ -	\$ 295,553.58
SDMS	District Expenses	JCMD1 - 00	7/31/2019	\$ 103.43	\$ 103.43	\$ -
SDMS	Board Meetings	JCMD1 - 01	7/31/2019	\$ 479.00	\$ 479.00	\$ -
SDMS	Management Matters	JCMD1 - 02	7/31/2019	\$ 798.00	\$ 798.00	\$ -
SDMS	Records Management	JCMD1 - 03	7/31/2019	\$ 112.00	\$ 112.00	\$ -
SDMS	Election Matters	JCMD1 - 08	7/31/2019	\$ 28.00	\$ 28.00	\$ -
SDMS	Financial Matters	JCMD1 - 09	7/31/2019	\$ 400.00	\$ 400.00	\$ -
SDMS	Audit Matters	JCMD1 - 13	7/31/2019	\$ 56.00	\$ 56.00	\$ -
SDMS	Bond Matters	JCMD1 - 16	7/31/2019	\$ 868.00	\$ 868.00	\$ -
SDMS	Field Maintenance and Repair	JCMD1 - 19	7/31/2019	\$ 37.50	\$ 37.50	\$ -
SDMS	Website Design/Maintenance	JCMD1 - 24	7/31/2019	\$ 14.00	\$ 14.00	\$ -
SWAP LLC	Storm Water Management	SWAP05.29	7/31/2019	\$ 1,802.24	\$ -	\$ 1,802.24
Wyoco Erosion Control	Erosion Control	1158	7/29/2019	\$ 2,222.00	\$ -	\$ 2,222.00
Xcel Energy	Electric Service - Irrigation Meters	649320972	8/9/2019	\$ 44.64	\$ 44.64	\$ -
Xcel Energy	Electric Service - Irrigation Meters	649128760	8/8/2019	\$ 11.53	\$ 11.53	\$ -
Xcel Energy	Electric Service - Irrigation Meters	646863751	7/23/2019	\$ 12.26	\$ 12.26	\$ -
Xcel Energy	Electric Service - Irrigation Meters	645474008	7/11/2019	\$ 45.55	\$ 45.55	\$ -
Xcel Energy	Electric Service - Irrigation Meters	645275984	7/10/2019	\$ 2.48	\$ 2.48	\$ -
Totals				\$ 457,939.11	\$ 23,072.57	\$ 434,866.54

Notes:

1= Operating Costs paid by District

2= Capital Costs Paid by District

3 = Traffic Signal Funding - Per Section 5.b. of 2015 Restructuring Agreement
\$985,000 to be funded by CMMD. To date approximately \$563,793.50 paid by CMMD.
JCMD1 to request reimbursement from CMMD or qualifying signalization work. (Per DEV Attachment F)

4 = Surety with County - Jefferson County has released \$578,986.74 of refundable surety to the District.
\$3,850.00 is remaining with the County for final stabilization.

5 = Foothills Church - Reimbursement agreement between the District,
Mountain Shadows and Foothills Church. Current projection of approximately \$299,504.91,
but the timing of the funds needs to be established. (Per DEV Attachment E)
This cash is not available to the District until it is collected.

6 = City of Arvada Surety - The City received \$100,000 surety from the District
on September 4, 2018. This cash is not available to the District until it is collected.

7 = SCL Escrow Reimbursement - Per DEV Attachment G.

CASH POSITION

SOURCES	Notes	General	Capital
First Bank		\$ 85,158.10	\$ 1,151,570.23
CoBiz		\$ 4,898.40	
ColoTrust		\$ 68,208.12	\$ -
UMB 2015	Project Fund		\$ -
Candelas Medical Escrow Reimbursement Phase 1	Note 7		\$ 2,155,645.16
Candelas Medical Escrow Reimbursement Phase 2	Note 7		\$ 3,735,511.58
UMB 2017			\$ 3,194.90
IGA W/ CMMD	Traffic Signal Funding (Note 3)		\$ 0.00
	Sub Total	\$ 158,264.62	\$ 7,045,921.87
USES			
Contract Commitments	Per August 2019 EV Rpt.		
Current Payables		\$ 23,072.57	\$ 434,866.54
Construction	Attachment C-1 Contractors, District Portion		\$ -
Construction	Contractors, MSMD Portion		\$ -
Consultants	Consulting Contracts, District Portion		\$ 6,922.72
Consultants	Consulting Contracts, MSMD Portion		\$ -
	Attachment C-2		
Construction	Contractors, District Portion		\$ 2,097,845.59
Construction	Contractors, Developer Portion		\$ 74,510.68
Consultants	Consulting Contracts		\$ 462,952.37
			\$ 3,735,511.58
	Sub Total	\$ 23,072.57	\$ 6,812,609.48
General Fund Total			
Capital, not certified by Engineer	SDMS and McGeady Becher		\$ 1,065.00
General Fund Surplus/Deficit		\$ (74,686.00)	
BALANCE		\$ 60,506.05	\$ 232,247.39

ADJUSTMENTS TO CASH POSITION

	Notes	General	Capital
Balance Before Adjustments		\$ 60,506.05	\$ 232,247.39
Public Improvements Surety	Jefferson County (Note 4)		\$ -
Foothills Church	Reimbursement (Note 5)		\$ -
Public Improvement Surety	City of Arvada (Note 6)		\$ -
ADJUSTED BALANCE		\$ 60,506.05	\$ 232,247.39

GRAND TOTAL ADJUSTED BALANCE	\$ 292,753.44
PRIOR MONTH GRAND TOTAL	\$ 546,387.81
CHANGE	\$ (253,634.37)

EXPLANATION OF CHANGE TO CASH POSITION SINCE PRIOR MONTH

Expense Category	July	August	Change
Current Payables			\$ 457,939.11
Less General Fund			\$ (23,072.57)
Subtotal			\$ 434,866.54
Commitments			
Attachment C-1			
Contractors, District Portion	\$ -	\$ -	\$ -
Contractors, MSMD Portion	\$ -	\$ -	\$ -
Consulting Contracts, District Portion*	\$ 6,922.72	\$ 6,922.72	\$ -
Consulting Contracts, MSMD Portion	\$ -	\$ -	\$ -
Attachment C-2			
Contractors, District Portion	\$ 2,331,148.06	\$ 2,097,845.59	\$ (233,302.47)
Contractors, Developer Portion	\$ 74,510.68	\$ 74,510.68	\$ -
Consulting Contracts	\$ 464,550.52	\$ 462,952.37	\$ (1,598.15)
Attachment G			
Subtotal			\$ (234,900.62)
Net Increase/Decrease to Commitments Since Prior Month			\$ 199,965.92

Interest Income	(1,720.63)
AURA Funds	(49,445.00)
Bank Charges	10.00
City of Arvada Fees	32,803.50
Change in General Fund Forecast	52,445.00
Change in Capital, not certified by Engineer	(3,497.00)
General Fund Payable	23,072.57
Total Adjustments for Reconciliation	\$ 253,634.36
Out of Balance Amount	\$ (0.00)

CONDENSED SOURCES & USES
As of 8/22/19

WATER SOURCES		ALLOCATED RESIDENTIAL					ALLOCATED COMMERCIAL																						TOTAL	
Project Water	Acre Feet	CPMD	MSMD	ARP	Not Allocated	Total Residential	CCLLC	Yenter	Plains End	Candelas Irrigation	King Soopers	King Soopers Gas	Sautter	Three Creeks	Arvada Police	Candelas Point Retail I (Block 1, Lot 3)	Candelas Point Retail II (Block 1, Lot 4)	Chase Bank	Wild Grass Lot 3 Bldg A (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg B (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg C (Retail E. of Starbucks)	Wild Grass Lot 3 Bldg D (Retail E. of Starbucks)	Indiana Plaza at Candelas	Primrose School	First Bank	Wendy's	Les Schwab	Not Allocated	Total Commercial	Acre Feet
12/6/89 Annex Agmt w/ Arvada	460.00	36.00	-	74.00	-	110.00	343.82	1.25	4.00	0.93	-	-	-	-	-													-	350.00	460.00
RVWSD	230.00	-	-	230.00	-	230.00	-	-	-	-	-	-	-	-	-													-	-	230.00
Wheatridge Salvage (Vauxmont Agmt.)	200.00	-	-	200.00	-	200.00	-	-	-	-	-	-	-	-	-													-	-	200.00
1991 IGA W/ Arvada (20% Water)	4.60	-	-	4.60	-	4.60	-	-	-	-	-	-	-	-	-													-	-	4.60
1991 IGA W/ Arvada (20% Water)	3.91	-	-	0.98	-	0.98	2.93	-	-	-	-	-	-	-	-													-	2.93	3.91
Con Mutual (Whisper Creek Water)	200.00	-	200.00	-	-	200.00	-	-	-	-	-	-	-	-	-													-	-	200.00
2005 IGA W/ Arvada (20% Water)	0.38	-	-	0.09	-	0.09	0.29	-	-	-	-	-	-	-	-													-	0.29	0.38
2005 IGA W/ Arvada, Section 3.2b	50.60	-	-	50.60	-	50.60	-	-	-	-	-	-	-	-	-													-	-	50.60
2005 IGA W/ Arvada (20% Water)	19.73	-	-	4.93	-	4.93	14.80	-	-	-	-	-	-	-	-													-	14.80	19.73
Smith Water	272.40	-	-	272.40	-	272.40	-	-	-	-	-	-	-	-	-													-	-	272.40
2005 IGA W/ Arvada (20% Water)	1.62	-	-	0.41	-	0.41	1.21	-	-	-	-	-	-	-	-													-	1.21	1.62
Consolidated Mutual	126.00	-	-	126.00	-	126.00	-	-	-	-	-	-	-	-	-													-	-	126.00
2017 IGA, Water allocated to JCMD by the City of Arvada	300.00	-	-	75.00	-	75.00	-	-	-	0.32	4.00	0.75	1.25	7.50	1.25	2.50	2.50	1.25	2.50	2.50	4.00	4.00	1.25	2.50	1.25	1.25	1.25	183.18	41.82	300.00
Totals	1,869.24	36.00	200.00	1,039.01	-	1,275.01	363.05	1.25	4.00	1.25	4.00	0.75	1.25	7.50	1.25	2.50	2.50	1.25	2.50	2.50	4.00	4.00	1.25	2.50	1.25	1.25	1.25	183.18	411.05	1,869.24

CURRENT WATER OPTIONS
As of 8/22/19

Amount of Water Available (Acre Feet)	75%	25%	Name/Ditch	Notice to Purchase Water (Date Notice Given to CMMD from JMCD No. 2)	Purchase Price*	Expiration	Deadline for Intent to Purchase Water (120 Days Prior to Expiration Date)	Payment Deadline (at least 90 days prior to Expiration Date)	Purchase Notice (Date Notice given to JCMD No. 2 from CMMD)
7.42	5.57	1.86	Group Sale / Wannamaker		\$260,700	1/12/2021	8/15/2020	9/14/2020	
85.05	63.79	21.26	Deferred Water Options		\$2,032,780.05	7/10/2020	2/11/2020	3/12/2020	
Total	92.47	69.3525	23.1175		\$2,293,480				

* Purchase price may be subject to increase.

COMMERCIAL WATER ALLOCATION COMMITMENTS

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
Final Allocations							594.23
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
Sautter Arvada School	1.00	1.25	3/20/2019				581.73
7-11	1.00	0	3/20/2019				581.73
Starbucks	1.00	0	3/20/2019				581.73
Three Creeks Elementary	3.00	7.50	3/20/2019				574.23
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				572.98
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				570.48
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				567.98
Chase Bank	1.00	1.25	4/5/2019				566.73
First Bank	1.00	1.25	7/30/2019				565.48
Wendy's	1.00	1.25	7/30/2019				564.23
Wild Grass Lot 3 (Bldg. A)				1.50	2.50	4/11/2019	561.73
Wild Grass Lot 3 (Bldg. B)				1.50	2.50	4/11/2019	559.23
Wild Grass Lot 3 (Bldg. C)				2.00	4.00	4/11/2019	555.23
Wild Grass Lot 3 (Bldg. D)				2.00	4.00	4/11/2019	551.23
Indiana Plaza				1.00	1.25	4/19/2019	549.98
Primrose School				1.50	2.50	4/25/2019	547.48
Les Schwab				1.00	1.25	8/16/2019	546.23
Subtotal Commercial Final Allocations		30.00		10.50	18.00		
Initial Allocations							
Cimarron Commercial LLC					363.05		183.18
Subtotal Commercial Preliminary Allocations					363.05		
Total Acre Feet Remaining Unallocated							183.18

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 8/22/19

User	Acre Feet	Available Balance (AF)
Canyon Pines		1275.01
Mountain Shadows	36.00	1239.01
Arvada Residential Partners	200.00	1039.01
	1039.01	0.00
Residential Total	1275.01	

Facilities Fee Status As of 8/22/19				
	Tap Size	Fee	Invoiced	Received
King Soopers	2"	\$ 29,682.50	9/18/2018	10/5/2018
King Soopers Fuel Center	3/4"	\$ 5,565.00	9/18/2018	10/5/2018
King Soopers Retail Center	2"	\$ 29,682.50	9/18/2018	10/5/2018
Candelas Point Retail I	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Candelas Point Retail II	1.5"	\$ 18,555.00	4/3/2019	4/29/2019
Indiana Plaza	1"	\$ 9,277.50	4/19/2019	4/29/2019
First Bank	1"	\$ 9,277.50	8/7/2019	8/16/2019
Wendy's	1"	\$ 9,277.50	8/7/2019	8/19/2019
Chase	1"	\$ 9,277.50	8/16/2019	
Les Schwab Tire Center	1"	\$ 9,277.50	8/19/2019	
Primrose School	1.5"	\$ 18,555.00	8/19/2019	
Total		\$ 166,982.50		

2017, 2018 and 2019 Water-Only Fee		
	Fee	1/4
3/4"	\$22,260.00	\$5,565.00
1"	\$37,110.00	\$9,277.50
1 1/2"	\$74,220.00	\$18,555.00
2"	\$118,730.00	\$29,682.50
3"	\$252,310.00	\$63,077.50
4"	\$445,260.00	\$111,315.00

PARTIAL ASSIGNMENT OF MAINTENANCE AGREEMENT

THIS PARTIAL ASSIGNMENT OF MAINTENANCE AGREEMENT (the “Assignment”) is made and entered this ~~15~~ day of July 2019, by and between JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Assignor”), and DRAKE CANDELAS PARTNERS #3 LLC, a Colorado limited liability company (“Assignee”).

RECITALS:

A. Assignor is a party to that certain Maintenance Agreement with the Dillon Companies, Inc., a Kansas corporation (“Dillon”), dated February 23, 2017, and recorded on February 23, 2017 in the real property records of Jefferson County, Colorado at Reception No. 2017020814 (“Maintenance Agreement”), for the maintenance of each Park Strip, Development Sign and Monument Sign, each as defined in the Maintenance Agreement; and

B. Assignee, on even date herewith, has purchased that certain real property, legally described as Lot 1, Block 1, Candelas Commercial Filing No. 3, County of Jefferson, State of Colorado (“Assignee Property”); a portion of such Assignee Property is located adjacent to the Park Strip located on the North side of West 91st Place (as defined in the Maintenance Agreement as the “Northern Park Strip”); and

C. Pursuant to the Maintenance Agreement, Assignor desires to assign to Assignee the obligation to maintain a portion of the Northern Park Strip, specifically all portions of the Park Strip within the right-of-way along West 91st Place that abut the property boundary of the Assignee Property, from property line to property line as shown on Exhibit A attached hereto (“Assignee’s Portion of the Park Strip”), and Assignee desires to accept such assignment and assume all of Assignor’s obligations under the Maintenance Agreement with respect to Assignee’s Portion of the Park Strip, subject to the provisions of this Assignment.

NOW, THEREFORE, for and in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby transfers and assigns that portion of Assignor’s obligations, right, title and interest in, to and under the Maintenance Agreement to maintain the Assignee’s Portion of the Park Strip. For the avoidance of doubt, Assignor retains all other obligations of Assignor under the Maintenance Agreement, except as expressly assigned to Assignee herein, and except for such obligations as may have been assigned by prior instruments.

2. Assignee hereby accepts the assignment from Assignor to maintain the Assignee’s Portion of the Park Strip pursuant to the terms of the Maintenance Agreement and assumes and agrees to be bound by all of the terms, conditions, obligations and liabilities of the Maintenance Agreement with respect to Assignee’s Portion of the Park Strip. For the avoidance of doubt, Assignee does not assume any other obligations of Assignor under the Maintenance Agreement, except as expressly stated in the first sentence of this Paragraph 2.

3. No amendment to the Maintenance Agreement shall apply to the Assignee's Portion of the Park Strip or Assignee's obligations under this Assignment, unless Assignee, in Assignee's sole discretion, consents in writing to such amendment.

4. Section 5.6 of the Maintenance Agreement shall only apply to Assignee's Portion of the Park Strip, as such Maintenance Agreement exists as of the date hereof, and no modifications or amendments to the Maintenance Agreement entered into after the date hereof shall apply to Assignee or Assignee's Portion of the Park Strip, unless Assignee has consented thereto pursuant to Paragraph 3 above.

5. Assignee agrees to release the Assignor from any obligations to be kept, observed and performed by the Assignor under the Maintenance Agreement to the extent such obligations relate to Assignee's Portion of the Park Strip. The Assignee, for itself and its successors and assigns, hereby accepts the assignment of the above stated obligations relative to the Assignee's Portion of the Park Strip.

6. Assignee hereby covenants and agrees to defend, indemnify, and hold the Assignor harmless from and against all liabilities, costs, claims or expenses (including, but not limited to, reasonable attorneys' fees) of whatever type or kind related to the Assignment and arising out of the acts or omissions of Assignee from and after the date of this Assignment. To the extent permitted by law, Assignor hereby covenants and agrees to defend, indemnify, and hold the Assignee harmless from and against all liabilities, costs, claims or expenses (including, but not limited to, reasonable attorneys' fees) of whatever type or kind related to the Assignment and arising out of the acts or omissions of Assignor prior to or from and after the date of this Assignment.

7. Notwithstanding any provision of this Agreement to the contrary, no term or condition of this Assignment shall be construed or interpreted as a waiver, either express or implied of the immunities, rights, benefits, or protection provided to the District under the Colorado Governmental Immunity Act.

8. The Assignee hereby represents and warrants to and for the benefit of the Assignor as follows:

a. The Assignee is a Colorado limited liability company in good standing under the law of the State of Colorado.

b. The Assignee has the full power and legal authority to enter into this Assignment. Neither the execution and delivery of this Assignment nor the compliance by the Assignee with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Assignee is a party or by which the Assignee is or may be bound. The Assignee has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Assignment.

c. The Assignee represents that it has sufficient available funds to fulfill its obligations under this Assignment.

9. The Assignor hereby represents and warrants to and for the benefit of the Assignee as follows:

a. The Assignor has performed all obligations under the Maintenance Agreement required to be performed prior to the date hereof, including, without limitation, all obligations applicable to Assignee's Portion of the Park Strip.

b. The Maintenance Agreement is in full force and effect, has not been amended, and is free from default by any party thereto.

c. The Assignor has the full power and legal authority to enter into this Assignment. Neither the execution and delivery of this Assignment nor the compliance by the Assignor with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which the Assignor is a party or by which the Assignor is or may be bound. The Assignor has taken or performed all requisite acts or actions which may be required by its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Assignment.

10. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. This Assignment shall not be modified, except in writing executed by both parties hereto. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. This Assignment constitutes the entire agreement of the parties hereto with respect to the Maintenance Agreement and supersedes all prior and contemporaneous understandings and agreements between the parties with respect to the Maintenance Agreement. This Assignment may be executed in counterparts, each of which shall be deemed an original and may be signed and delivered by electronic transmission, and all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have hereunto executed this Assignment as of the date first above written.

ASSIGNOR:

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

By: Gregg A. Bradbury
Gregg A. Bradbury, President

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

ss.

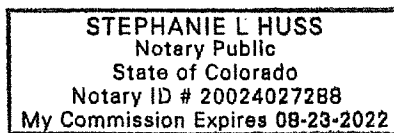
The foregoing instrument was acknowledged before me this 25 day of July, 2019, by Gregg A. Bradbury, as President of Jefferson Center Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission expires:

8-23-22

Stephanie L Huss
Notary Public

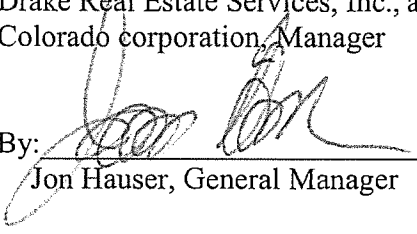


ASSIGNEE:

DRAKE CANDELAS PARTNERS #3 LLC, a
Colorado limited liability company

By: Drake Developments LLC, a Colorado
limited liability company, Manager

By: Drake Real Estate Services, Inc., a
Colorado corporation, Manager

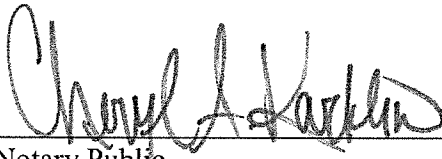
By: 
Jon Hauser, General Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of July, 2019 by Jon Hauser as General Manager of Drake Real Estate Services, Inc., a Colorado corporation, as Manager of Drake Developments LLC, a Colorado limited liability company, as Manager of Drake Candelas Partners #3 LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission expires:

2/27/2021


Notary Public

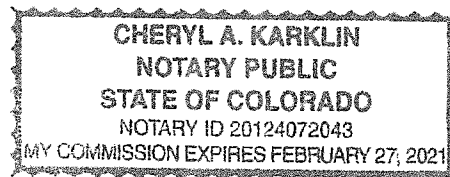
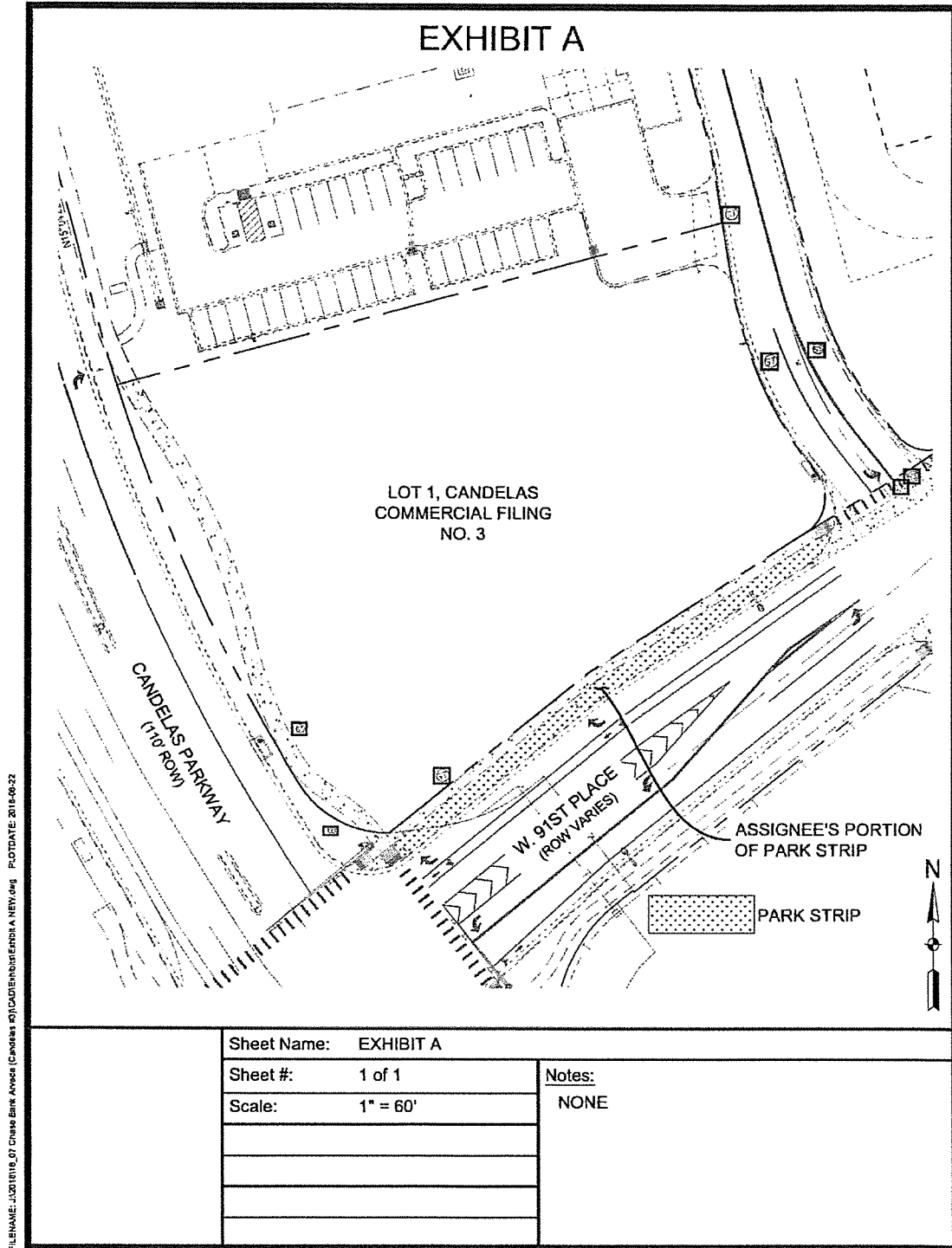


EXHIBIT A
Assignee's Portion of the Park Strip



LENDER CONSENT

The undersigned hereby consents to the recordation of that certain Partial Assignment of Maintenance Agreement, dated July 25, 2019 ("Assignment"), and recorded on even date herewith in the real property records of Jefferson County, Colorado ("Records"), and agrees that, if the undersigned exercises any foreclosure, enforcement or other remedy available under that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Revenues dated April 30, 2019 and recorded in the Records on May 1, 2019 at Reception No. 2019033990 ("Deed of Trust"), Lender shall not void or otherwise impair the validity of the Assignment, which Assignment shall thereafter continue in full force and effect with respect to the property encumbered by the Deed of Trust.

IN WITNESS WHEREOF the undersigned has hereunto set its hand and seal this 1st day of August 2019.

FORTIS PRIVATE BANK

By: [Signature]
Its: Managing Director

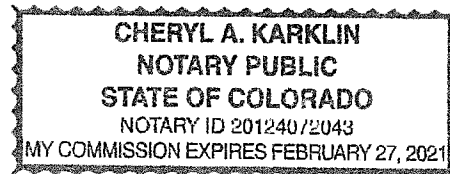
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of August 2019 by RYAN CHASE as MANAGING DIRECTOR of Fortis Private Bank.

Witness my hand and official seal.

My commission expires: 2/27/2021

[Signature]
Notary Public



**SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
FOR
THE JEFFERSON PARKWAY**

This **SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE JEFFERSON PARKWAY** (this “**Amended Parkway IGA**”) is entered into as of the [____ day of _____,] 2019 (the “**Effective Date**”) by and between the following entities (such entities being, individually, a “**Signatory**”, collectively, the “**Signatories**” and, together with their respective successors and assigns, individually a “**Party**” and, collectively, the “**Parties**”): the **CITY OF ARVADA**, a Colorado municipal corporation (“**Arvada**”); **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**JCMD2**”); **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**JCMD1**” and together with JCMD2 the “**Districts**”); the **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the “**Authority**”); **CIMARRON COMMERCIAL, LLC**, a Colorado limited liability company (“**CCLLC**”); and **CIMARRON DEVELOPMENT COMPANY**, a Colorado corporation (“**CDC**” and together with CCLLC the “**Adjacent Landowners**”).

RECITALS

A. JCMD2 and Arvada previously entered into that certain Intergovernmental Agreement By and Between Jefferson Center Metropolitan District No. 2 and the City of Arvada Pertaining to Right of Way for a Segment of the Metropolitan Beltway (Sometimes Referred to as the Jefferson Parkway) dated April 7, 2008 (the “**2008 IGA**”).

B. JCMD1, the Authority and CCLLC subsequently joined JCMD2 and Arvada as parties in amending and restating the 2008 IGA in its entirety pursuant to that certain Amended and Restated Intergovernmental Agreement for the Jefferson Parkway dated July 23, 2015 (the “**2015 IGA**”).

C. Pursuant to that certain special warranty deed recorded in the real property records of the Jefferson County Clerk and Recorder on July 24, 2015, at Reception No. 2015077184 (the “**2015 ROW Deed**”), and in satisfaction of its obligation pursuant to Paragraph 2.0 of the 2015 IGA, CCLLC conveyed to Arvada fee title to certain parcels of real property (the “**2015 ROW**”) that collectively comprised the “**ROW**” as the 2015 IGA defined such term.

D. In connection with conveyance of the 2015 ROW and in accordance with Paragraph 11.0 of the 2015 IGA, CCLLC reserved to itself certain easements within the 2015 ROW (the “**2015 Reserved Easements**”) that collectively comprised the “**Reserved Easements**” as the 2015 IGA defined such term.

E. In accordance with Paragraph 5.0 of the 2015 IGA, CCLLC (as grantor thereunder) and Arvada (as grantee thereunder) executed that certain Slope Easement Agreement recorded in the real property records of the Jefferson County Clerk and Recorder on July 24, 2015, at Reception No. 2015077185, as amended by that certain First Amendment to Slope Easement Agreement dated March 27, 2018 and recorded in the real property records of the Jefferson County Clerk and

Recorder on March 29, 2018, at Reception No. 2018027812 (as so amended, the “**2015 Slope Easement Agreement**”) in order to grant certain slope easements appurtenant to the 2015 ROW (as granted pursuant to the 2015 Slope Easement Agreement, the “**2015 Slope Easements**”) that collectively comprised the “Parkway Slope Easements” as the 2015 IGA defined such term.

F. Establishment of the 2015 ROW and the 2015 Slope Easements (being, collectively, the “Parkway Property Interests” as the 2015 IGA defined such term) was accomplished, and the 2015 IGA and the 2015 Slope Easement Agreement were executed, to facilitate the Authority’s intended construction, reconstruction, operation, repair and maintenance of the planned metropolitan beltway to be known as the Jefferson Parkway Public Highway (the “**Parkway**”), a segment of which was contemplated to bisect certain property that CCLLC then owned within the Candelas development and which was then and, as of the Effective Date remains, zoned and planned for mixed commercial and residential uses (the “**Candelas Commercial Property**”).

G. In accordance with Paragraph 3.0 of the 2015 IGA, CCLLC (as grantor thereunder, and for the benefit of Arvada) executed that certain Access Control Deed recorded in the real property records of the Jefferson County Clerk and Recorder on July 24, 2015, at Reception No. 2015077383 (the “**2015 Access Control Deed**”).

H. The 2015 IGA contemplated that the Parkway would be designed with horizontal and vertical alignments as set forth in the then-current Jefferson Parkway Conceptual Design Plans prepared by PB America, dated September 2010, being, as updated from time to time in accordance with Paragraph 4.3 of the 2015 IGA, the “Updated Parkway Plans” as the 2015 IGA defined such term (the “**2015 Parkway Plans**”).

I. Pursuant to Paragraph 4.4 of the 2015 IGA, all preliminary development plans, final development plans and/or subdivision plat submittals for the “Candelas Property” (as the 2015 IGA defined such term) were subject to, and have complied with, certain Authority review requirements (the “**2015 Development Review Process**”).

J. Subsequent to execution of the 2015 IGA and subject to the terms and conditions thereof, CCLLC conveyed to CDC fee title to portions of the Candelas Commercial Property that were located within the “Candelas Property” (as the 2015 IGA defined such term), CDC took title to such property subject to, *inter alia*, the 2015 IGA, the 2015 ROW, the 2015 Slope Easements, the 2015 Access Control Deed and the 2015 Development Review Process and, accordingly, CDC is included as Signatory to this Amended Parkway IGA.

K. As of the Effective Date, the Authority has determined it necessary and desirable to modify certain design elements of the Parkway segment within the Candelas project proximate to the northerly right-of-way line of State Highway 72 pursuant to updated Jefferson Parkway Public Highway Authority Highway Construction Bid Plans prepared by HDR Engineering, Inc., having a print date of February 22, 2018 (the “**HDR Plans**” and, as to be further updated, amended, refined and/or replaced from time to time after the Effective Date, the “**Updated HDR Plans**”), which HDR Plans supersede and replace the 2015 Parkway Plans.

L. In order to account for changed conditions, the passage of time and refinement of plans for the Parkway and for development of the Candelas Commercial Property, the Signatories have determined that the 2015 IGA should be amended and restated in its entirety as set forth in this Amended Parkway IGA to, *inter alia*, account for the HDR Plans and, accordingly, to modify and/or amend, *inter alia*, (i) the 2015 ROW; (ii) the 2015 Reserved Easements; (iii) the 2015 Slope Easements; (iv) the 2015 Access Control Deed; (v) the 2015 Parkway Plans; and (vi) the 2015 Development Review Process.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Signatories hereby agree as follows:

1.0 2015 IGA Amended and Superseded. Upon execution of this Amended Parkway IGA, this Amended Parkway IGA shall be deemed and construed for all purposes to have amended, restated, replaced and superseded the 2015 IGA in its entirety, and the 2015 IGA shall be of no further force or effect.

2.0 Modification of 2015 ROW. As referenced in Recital C, CCLLC previously conveyed the 2015 ROW to Arvada. The 2015 ROW, as legally described and depicted in Exhibit A of the 2015 IGA and in Exhibit A of the 2015 ROW Deed, consisted of seven parcels. In order to conform to the HDR Plans, the 2015 ROW shall be modified (or not modified) as and to the extent set forth in Paragraphs 2.1, 2.2 and 2.3 and as legally described and graphically depicted in Exhibits A-1 through A-7 attached hereto and incorporated herein (as so modified, being and comprising the “**2019 ROW**”), and the applicable Signatories shall implement such modifications as otherwise provided in the following Paragraphs.

2.1 Modified ROW Parcels. Subject to the terms and conditions of the 2019 ROW Deed (defined in Paragraph 2.4(b)) and the terms and conditions of this Amended Parkway IGA, the legal descriptions and graphic depictions of the parcels described below (the “**Modified ROW Parcels**”) are modified to conform to the Parkway alignment set forth in the HDR Plans with the effect that Parcel A-5 of the 2015 ROW is eliminated and excluded from the 2019 ROW and modified Parcel A-4 is incorporated into the 2019 ROW:

(a) Parcel A-4: Exhibit A-4 of this Amended Parkway IGA replaces Exhibit A-4 of the 2015 IGA.

(b) Parcel A-5: Exhibit A-5 of the 2015 IGA is no longer needed. Exhibit A-5 of this Amended Parkway IGA replaces Exhibit A-5 of the 2015 IGA and states that such Exhibit is intentionally deleted.

2.2 Unmodified ROW Parcels. Subject to the terms and conditions of the 2015 ROW Deed (including but not limited to the applicable 2015 Reserved Easements) and the terms and conditions of this Amended Parkway IGA, the parcels described below (the “**Unmodified ROW Parcels**”) are unmodified, Arvada retains fee title to the Unmodified ROW Parcels as of the

Effective Date (subject to Paragraph 2.5), and the Unmodified ROW Parcels are incorporated into the 2019 ROW:

(a) Parcel A-1: Exhibit A-1 of the 2015 IGA is retained as Exhibit A-1 of this Amended Parkway IGA.

(b) Parcel A-2: Exhibit A-2 of the 2015 IGA is retained as Exhibit A-2 of this Amended Parkway IGA.

(c) Parcel A-3: Exhibit A-3 of the 2015 IGA is retained as Exhibit A-3 of this Amended Parkway IGA.

(d) Parcel A-6: Exhibit A-6 of the 2015 IGA is retained as Exhibit A-6 of this Amended Parkway IGA.

(e) Parcel A-7: Exhibit A-7 of the 2015 IGA is retained as Exhibit A-7 of this Amended Parkway IGA.

2.3 AV Parcels. Subject to the terms and conditions of this Amended Parkway IGA, new Exhibits AV-1 (legally describing and graphically depicting the approximately 1.326 acre “**Parcel AV-1**”) and AV-2 (legally describing graphically depicting the approximately 1.2575 “**Parcel AV-2**”) are inserted and incorporated into this Amended Parkway IGA. As of the Effective Date, Arvada is the fee title owner of Parcel AV-1, and shall convey to CCLLC fee title ownership of Parcel AV-1 pursuant to Paragraphs 2.4(a) and 2.8. An approximately 0.0685 acre portion of Parcel AV-1 is incorporated into the legal description and graphic depiction of Parcel A-4 as set forth in Exhibit A-4 of this Amended Parkway IGA. Accordingly:

(a) Delivery and recording of the Reconveyance Deed pursuant to Paragraphs 2.4(a) and 2.8 shall vest fee title to Parcel AV-1 in CCLLC;

(b) The subsequent delivery and recording of the 2019 ROW Deed pursuant to Paragraphs 2.4(a) and 2.8 shall vest fee title in the Authority to the approximately 0.0685 acre portion of Parcel AV-1 that is incorporated in Parcel A-4 as set forth in Exhibit A-4 of this Amended Parkway IGA;

(c) The result of the actions described in Paragraphs 2.3(a) and 2.3(b) will be that:

(i) the approximately 0.0685 acre portion of Parcel AV-1 that is incorporated in Parcel A-4 as set forth in Exhibit A-4 of this Amended Parkway IGA shall be incorporated into and made a part of the 2019 ROW; and

(ii) Parcel AV-2 shall be incorporated into and made a part of the Candelas Commercial Property.

2.4 Conveyances of Modified ROW Parcels. Concurrently with the full execution of this Amended Parkway IGA, the applicable Signatories shall accomplish the following:

(a) Reconveyance Deed. Arvada shall deliver to CCLLC a fully executed and recordable special warranty deed, in the form attached hereto as Exhibit B-1 (the “**Reconveyance Deed**”), which Reconveyance Deed shall, subject the encumbrances listed in the CCLLC Title Commitment (defined in Paragraph 2.7(b)), convey to CCLLC fee title to Parcel AV-1 and, as the same were legally described and graphically depicted in Exhibits A-4 and A-5 of the 2015 IGA, each of the Modified ROW Parcels that CCLLC previously conveyed to Arvada pursuant to the 2015 ROW Deed.

(b) 2019 ROW Deed. CCLLC shall deliver to the Authority a fully executed and recordable special warranty deed, in the form attached hereto as Exhibit B-2 (the “**2019 ROW Deed**”), conveying to the Authority fee title to the real property that is legally described and graphically depicted in Exhibit A-4 of this Amended Parkway IGA, and the Authority shall accept such conveyance, subject to: (i) certain reserved rights of CCLLC as stated in the 2019 ROW Deed; (ii) those 2019 Reserved Easements (defined in Paragraph 11.0) that encumber the Modified Reserved Parcels (defined in Paragraph 11.1(b)) as further described in Paragraphs 11.1(b) and 11.2; and (iii) the applicable encumbrances listed in the 2019 ROW Title Commitment (defined in Paragraph 2.7(a)).

2.5 Conveyance of the Unmodified ROW Parcels. Arvada shall deliver to the Authority a fully executed and recordable special warranty deed, in the form attached hereto as Exhibit B-3 (the “**Arvada ROW Deed**”), conveying to the Authority fee title to the Unmodified ROW Parcels as the same are legally described and graphically depicted in Exhibits A-1, A-2, A-3, A-6, and A-7 of this Amended Parkway IGA. The Arvada ROW Deed shall incorporate, and the Authority shall accept conveyance of the Unmodified ROW Parcels subject to: (i) certain reserved rights of CCLLC as stated in the 2015 ROW Deed; (ii) those 2015 Reserved Easements established in the 2015 ROW Deed which encumber the Unmodified ROW Parcels (being the reserved easements that encumber the Unmodified Reserved Parcels) and are incorporated into the 2019 Reserved Easements (defined in Paragraph 11.0) as further described in Paragraphs 11.1(a) and 11.2; provided, however, that the Modified Reserved Parcel F-3 described in Paragraph 11.1(b)(i) shall replace and superseded the corresponding 2015 Reserved Easement established in the 2015 ROW Deed; and (iii) the applicable encumbrances listed in the 2019 ROW Title Commitment (defined in Paragraph 2.7(a)).

2.6 Access Limitation Deeds. As referenced in Recital G, CCLLC previously executed and delivered the 2015 Access Control Deed to Arvada. The access control lines pertaining to Parcels A-1, A-2 and A-3 as graphically depicted in Exhibit A of the 2015 Access Control Deed remain consistent with the 2019 ROW and the HDR Plans. However, the access control line pertaining to Parcel A-4 as graphically depicted in Exhibit A of the 2015 Access Control Deed is no longer consistent with the 2019 ROW or the HDR Plans. Accordingly:

(a) Arvada Quit Claim Deed. Simultaneously with the full execution of this Amended Parkway IGA, Arvada shall deliver to CCLLC a fully executed and recordable quit claim deed, in the form attached hereto as Exhibit C-1 (the “**Arvada Quit Claim Deed**”), reconveying to CCLLC that portion of the access control line pertaining to Parcel A-4 as graphically depicted in Exhibit A of the 2015 Access Control Deed.

(b) 2019 Access Control Deed. Simultaneously with full execution of this Amended Parkway IGA, CCLLC shall deliver to the Authority a fully executed and recordable access control deed, in the form attached hereto as Exhibit C-2 (the “**2019 Access Control Deed**”), quit claiming to the Authority, subject to the terms and conditions thereof, that portion of the access control line pertaining to Parcel A-4 as graphically depicted in Exhibit A-4 of this Amended Parkway IGA.

(c) Assignment of 2015 Access Control Deed. Simultaneously with the full execution of this Amended Parkway IGA, Arvada shall deliver to the Authority a written assignment, in the form attached hereto as Exhibit C-3 (the “**Access Control Assignment**”), of Arvada’s rights with respect to the access control lines pertaining to Parcels A-1, A-2 and A-3 as graphically depicted in Exhibit A of the 2015 Access Control Deed.

2.7 Title Commitments. As of the Effective Date and for purposes of the conveyances this Amended Parkway IGA contemplates to occur concurrently with the full execution of this Amended Parkway IGA:

(a) 2019 ROW Title Commitment. The Authority acknowledges receipt of an updated title commitment (100-N0022808-030-ME1, Amendment No. 1), dated June 13, 2019, issued by Fidelity National Title Insurance Company, for the 2019 Slope Easement Parcels (defined in Paragraph 4.1), and the real property that is to be legally described and graphically depicted in the 2019 ROW Deed and in the Arvada ROW Deed (as may be updated as contemplated herein, the “**2019 ROW Title Commitment**”), and does not object to any of the matters disclosed in Schedule B-II of the 2019 ROW Title Commitment; provided, however, the Authority reserves the right to coordinate with the Title Company to accomplish modifications to or removal of such matters and/or additional matters that first appear in an update to the 2019 ROW Title Commitment, including but not limited to purchasing such endorsements as the Authority may elect to obtain.

(b) CCLLC Title Commitment. CCLLC hereby acknowledges receipt of an updated title commitment (100-N0022805-030-ME1), dated June 7, 2019, issued by Fidelity National Title Insurance Company, for the real property that is to be legally described and graphically depicted in the Reconveyance Deed (as may be updated as contemplated herein, the “**CCLLC Title Commitment**”), and does not object to any of the matters disclosed in Schedule B-II of the CCLLC Title Commitment; provided, however, CCLLC reserves the right to coordinate with the Title Company to accomplish modifications to or removal of such matters and/or additional matters that first appear in an update to the CCLLC Title Commitment, including but not limited to purchasing such endorsements as CCLLC may elect to obtain.

2.8 Recording and Sequence. Promptly after full execution and delivery of this Amended Parkway IGA, the applicable Signatories shall cause to be recorded in the real property records of the Jefferson County Clerk and Recorder fully executed originals of each of the following instruments in the following sequence: (i) the Reconveyance Deed; (ii) the Arvada Quit Claim Deed; (iii) the 2019 ROW Deed; (iv) the Arvada ROW Deed; (v) the 2019 Access Control Deed; (vi) the Access Control Assignment; and (vii) the 2019 Slope Easement Agreement (defined in Paragraph 4.3). In consideration of the Parties’ performance of their agreements pursuant to

this Amended Parkway IGA, the conveyances pursuant to this Paragraph 2.8 shall be made without payment of compensation to the grantor by the grantee.

2.9 Stormwater Matters. Certain areas within the 2019 ROW are intended to be utilized for the construction, operation and maintenance of detention ponds (together with related stormwater conveyance facilities and related improvements) for the purpose of conveying and detaining the historic and developed flows from the Parkway. The Authority shall be responsible for any and all water quality measures associated with the Parkway flows. Except as may be subsequently agreed among the applicable Parties, the Districts and/or the Adjacent Landowners shall be responsible for all stormwater detention and water quality measures associated with developed flows attributable to their respective ownership interests the Candelas development but not related to the Parkway.

3.0 Covenants Regarding Parkway Alignment and Development of Adjacent Property.

3.1 Interchanges and Ramps. The HDR Plans contemplate, and the 2019 ROW is configured to accommodate, the Authority's construction of the following interchanges and related ramps to enable vehicular connectivity, ingress and egress to/from/between the Candelas Commercial Property and the Parkway within the Candelas Commercial Property:

(a) Highway 72. As part of the initial Parkway construction, the Authority shall cause construction of a full interchange at State Highway 72 in a single phase with ramps and overpasses to enable vehicular connectivity, ingress and egress to/from/between the Candelas Commercial Property and the Parkway (specifically, within Parcel A-4 as legally described and graphically depicted at Exhibit A-4) in both the northbound (i.e., ramps C and D) and southbound (i.e., ramps A and B) directions as conceptually depicted in the HDR Plans and in the SH 72 Interchange Site Plan dated July 16, 2018 and attached at Exhibit D-1 (the "**Hwy 72 Ramps**").

(b) Candelas Parkway.

(i) Partial Interchange and Rough Grading. As part of the initial Parkway construction, the Authority shall cause construction of a partial interchange and rough grading at Candelas Parkway to be completed as follows: (A) full construction of the ramp and applicable overpass that enables southbound Parkway traffic to exit the Parkway to Candelas Parkway; (B) full construction of the ramp and applicable overpass that enables traffic from Candelas Parkway to enter the Parkway in a northbound direction (clauses A and B constituting, as conceptually depicted at Sheet Number RD-10 the HDR Plans and attached at Exhibit D-2, the "**Partial Interchange**"); and (C) rough grading for the two ramps not associated with the Partial Interchange.

(ii) Full Interchange. All Parties shall work cooperatively with the Authority's concessionaire to encourage construction of a full interchange (utilizing the rough grading for the two ramps completed pursuant to Section 3.1(b)(i)) at Candelas Parkway (as conceptually depicted in Exhibit D-2, the "**Full Interchange**") as soon as financially feasible as determined in the sole discretion of the Authority's concessionaire. The Full Interchange will add to the Partial Interchange: (A) the ramp and applicable overpass that enables northbound Parkway traffic to exit the Parkway to Candelas Parkway; and (B) the ramp and applicable overpass that

enables traffic from Candelas Parkway to enter the Parkway in a southbound direction. If the Authority's concessionaire determines that it is not financially feasible to construct the Full Interchange, the Districts or the Adjacent Landowners shall be provided the opportunity to fund construction of either or both of the ramps described in clauses A and/or B of the Full Interchange with an appropriate agreement or mechanism for reimbursement from the Authority or other party. Any such reimbursement and its timing shall be dependent on sufficient toll revenue and traffic volume, and shall be subordinate to all reimbursement obligations of record at the time the concession agreement is entered into by the Authority.

3.2 Parkway – Horizontal and Vertical Alignment. In accordance with the Updated HDR Plans and at the Authority's sole cost and expense except as otherwise provided in this Amended Parkway IGA, the Authority shall cause the Parkway and related appurtenances to be designed and constructed within the 2019 Slope Easements (defined in Paragraph 4.0) and the 2019 ROW (collectively, the "**2019 Parkway Property Interests**").

(a) Updated Parkway Plans. The Authority shall periodically circulate to all Parties proposed updates to the HDR Plans and, after implementation of the initial such update, subsequent updates to the then-current Updated HDR Plans. Following circulation of proposed Updated HDR Plans, the Authority, Arvada, the Districts and the Adjacent Landowners shall participate in coordination meetings to review the proposed Updated HDR Plans consistent with the terms and conditions of Paragraphs 3.2(b) and 3.2(c).

(b) Horizontal Alignment. All depictions of the horizontal alignment in the HDR Plans and of the 2019 ROW in this Amended Parkway IGA are binding on the Authority and will not be further modified in Updated HDR Plans unless the Parties first execute an amendment to this Amended Parkway IGA and implement further modifications to the 2019 ROW.

(c) Vertical Alignment/Elevation. All depictions of vertical alignment in the HDR Plans are merely general descriptions and shall not bind the Authority in the final design of the Parkway beyond the express terms of this Amended Parkway IGA. The Authority shall cause the Parkway to be designed and constructed with vertical alignment/elevations that are reasonably practical, in keeping with protection of the safety of the traveling public, and afford the Authority necessary and reasonable clearances for the anticipated bridge over Welton Reservoir (subject to the conditions set forth in Paragraph 10.2). The Authority shall determine the Parkway's actual vertical elevation during the process of final design by the Authority's design/build contractor and in light of the design/build contractor's soils analysis and related engineering and safety factors, and shall cause such determinations to be incorporated into the Updated HDR Plans; provided, however, the Authority shall make such vertical alignment determinations in accordance with the terms and conditions set forth in Paragraph 3.3(d) and otherwise in accordance with this Amended Parkway IGA, and such vertical alignment determinations shall not impede the Adjacent Landowners' (or successor landowners') or the Districts' ability to satisfy any obligations such Parties may have under any Development Application (defined in Paragraph 3.3(a)) that Arvada has approved prior to the Effective Date (including but not limited to the Candelas Outline Development Plan with an approval date of August 15, 2008, and any amendments thereto prior or subsequent to the Effective Date) or approves after the Effective Date that imposes obligations or establishes the legal entitlement to construct or install above and below grade trail crossings, road crossings and similar connectivity improvements.

3.3 Development of Candelas Commercial Property and Proximate Property. Subject to the conditions of this Paragraph 3.3 and all of its subparagraphs, the Districts and the Adjacent Landowners shall be entitled to develop the Candelas Commercial Property, including but not limited to construction of horizontal infrastructure, utilities and vertical improvements associated with the approval of any final subdivision plat and/or final development plan for the Candelas Commercial Property, prior to finalization of the full and final Updated HDR Plans; provided, however, that (i) development within areas of the Candelas Commercial Property located within seven hundred and fifty feet (750') of the 2019 ROW that are (A) being replatted or redeveloped; or (B) are not platted or developed as of the Effective Date (the "**Proximate Property**"), shall be subject to Authority review pursuant to this Paragraph 3.3; and (ii) the Adjacent Landowners shall incorporate a reference to such pre-development review requirement into any and all contracts for design and construction of improvements or infrastructure associated with development within, or agreements for purchase and sale to prospective purchasers of, any portion of the Proximate Property. With respect to development within the Proximate Property:

(a) Conformance with Updated HDR Plans. All applications to Arvada for outline development plan, preliminary development plan, final development plan, preliminary subdivision plat or final subdivision plat or amendment to any of the foregoing, including any replat (any of which are a "**Development Application**"), that include all or any portion of the Proximate Property (whether or not also including other portions of the Candelas Commercial Property) shall incorporate engineering and design elements within the Proximate Property that conform to the then-current Updated HDR Plans.

(b) Authority Review Period; Resolution Period. In order to facilitate coordination among the Districts, the Adjacent Landowners (and their respective successors) and the Authority regarding impact to the Parkway that may result from proposed development within the Proximate Property, the Party that will be the applicant for a Development Application (the "**Applicant**") shall provide the Authority, as a referral agency, with the proposed Development Application, inclusive of local and regional traffic and drainage studies, if any, that Arvada's development regulations require to be prepared in connection with such Development Application, concurrently with formally submitting the Development Application to Arvada. The Authority shall have thirty (30) days after the Applicant's submittal of the Development Application to the Authority (the "**Authority Review Period**") within which Authority Review Period the Authority shall review the Development Application for, and shall provide written comment to the Applicant and to Arvada regarding, conformance with the then-current Updated HDR Plans and any updates thereto that the Authority is then contemplating. Following expiration of the Authority Review Period (or within the Authority Review Period if the Authority completes its review prior to its expiration), and if needed to resolve the Authority's comments or concerns, the Authority and the Applicant shall take another thirty (30) days or such lesser time as may be needed (the "**Resolution Period**") to coordinate and resolve issues related to the Authority's comments or concerns. Promptly following expiration of the Authority Review Period or, if applicable, the Resolution Period, the Authority shall communicate in writing to Arvada and to the Applicant its final determination (the "**Authority Determination**") that the Development Application either does or does not conform with the then-current Updated HDR Plans.

(c) Arvada Development Application Review. Performance of the coordination pursuant to Paragraph 3.3(b) shall constitute satisfaction of Arvada's referral

requirements with respect to the Authority, if any, that apply to the applicable Development Application submittal. In connection with processing of each such Development Application, Arvada shall confirm whether the submission conforms with the then-current Updated HDR Plans. Arvada shall review and consider the Authority Determination as to the Development Application's conformance with the then-current Updated HDR Plans in the normal course of the planning division's Development Application review process. The Authority shall have the right to object to and comment on (i) any and all material changes made to the Development Application subsequent to the Authority's issuance of an Authority Determination that affirmed the proposed Development Application's conformance with the then-current Updated HDR Plans; and (ii) any Development Application with respect to which the Authority Determination stated that the proposed Development Application did not conform with the then-current Updated HDR Plans and which the Parties were unable to reach agreement on subsequent to Resolution Period. The Authority shall not object to a Development Application that Arvada is processing so long as it (iii) is the same as that approved in the Authority Determination; or (iv) if the Development Application is different from that approved in the Authority Determination, the Authority confirms in writing that the Development Application is not materially different from that approved in the Authority Determination.

(d) Effect of Arvada Approval. If Arvada approves the Development Application, the Authority shall not incorporate any change or update to the then-current Updated HDR Plans that conflicts with the approved Development Application, and the Authority's vertical and horizontal alignment shall be designed and constructed in a manner that does not materially conflict with the Arvada-approved Development Application for such portion of the Proximate Property. Subject to the foregoing, the Applicant (or any successor thereto) shall cause all construction and development within the Proximate Property pursuant to an approved Development Application to be designed and performed (i) in a manner that does not physically impact construction and/or operation of the Parkway and/or the Authority's use and enjoyment of the 2019 Parkway Property Interests (except, as applicable, as may be permitted in accordance with the terms and conditions of the 2019 Slope Easement Agreement (defined in Paragraph 4.3)); and (ii) in accordance with, and to accommodate, both the horizontal and vertical alignments of the Parkway as established in the Updated HDR Plans in effect as of Arvada's approval of the Development Application.

4.0 2019 Slope Easements. As referenced in Recital E, CCLLC previously granted the 2015 Slope Easements to Arvada in the locations described at Exhibits E-1 through E-11 of the 2015 IGA (and incorporated as Exhibits B-1 through B-11 of the 2015 Slope Easement Agreement). In order to conform to the HDR Plans and the 2019 ROW, the 2015 Slope Easements shall be modified as and to the extent set forth in Paragraphs 4.1 through 4.3, and as legally described and graphically depicted in Exhibits E-1 through E-4 and Exhibits E-12 and E-13 attached hereto and incorporated herein (collectively, as so modified, being and comprising the "**2019 Slope Easements**"). Concurrently with full execution of this Amended Parkway IGA, the applicable Signatories shall implement such modifications as otherwise provided in the following Paragraphs.

4.1 Deleted Parcels. Exhibits E-5, E-6, E-7, E-8, E-9, E-10 and E-11 as attached to the 2015 Slope Easement Agreement (collectively, the "**Deleted Parcels**") are not consistent with the HDR Plans and the 2019 ROW, are no longer required, are hereby deleted and removed, and shall

be excluded from the 2019 Slope Easements. Accordingly, the Deleted Parcels are hereby voided and of no further force or effect.

4.2 2019 Slope Easement Parcels. Subject to the terms and conditions of the 2019 Slope Easement Agreement (defined in Paragraph 4.3) and the terms and conditions of this Amended Parkway IGA, the legal descriptions and graphic depictions of the parcels that were encumbered by the 2015 Slope Easements are modified (or unmodified) to conform to the 2019 ROW and the HDR Plans (as so modified, the “**2019 Slope Easement Parcels**”) as follows:

(a) Retained Easement Parcels. The slope easement parcels established in the 2015 Slope Easement Agreement that are described below (collectively, the “**Retained Easement Parcels**”) are incorporated into and made a part of the 2019 Slope Easement Parcels:

(i) Parcel E-1: Exhibit E-1 of the 2015 IGA is retained as Exhibit E-1 of this Amended Parkway IGA.

(ii) Parcel E-2: Exhibit E-2 of the 2015 IGA is retained as Exhibit E-2 of this Amended Parkway IGA.

(iii) Parcel E-3: Exhibit E-3 of the 2015 IGA is retained as Exhibit E--3 of this Amended Parkway IGA.

(iv) Parcel E-4: Exhibit E-4 of the 2015 IGA (as previously amended pursuant to the 2015 Slope Easement Agreement as defined in Recital E) is retained as Exhibit E-4 of this Amended Parkway IGA.

(b) New Parcels. New Exhibits E-12 and E-13 are inserted and incorporated into this Amended Parkway IGA and, accordingly, shall be incorporated into and made a part of the 2019 Slope Easements. As of the Effective Date, CCLLC is the fee title owner of the real property that is legally described and graphically depicted in Exhibits E-12 and E-13 and, in accordance with Paragraph 4.3, shall grant the 2019 Slope Easements to the Authority and, accordingly, Parcels E-12 and E-13 shall be incorporated into and made a part of the 2019 Slope Easements.

4.3 2019 Slope Easement Agreement. Simultaneously with full execution of this Amended Parkway IGA, Arvada, CCLLC, and the Authority shall mutually execute and deliver the Second Amendment to and Assignment of Slope Easement Agreement, in the form attached as Exhibit G to this Amended Parkway IGA (the “**2019 Slope Easement Agreement**”), for recording in accordance with Paragraph 2.8.

(a) Establishment of 2019 Slope Easements. Upon recording, the 2019 Slope Easement Agreement shall grant and establish the 2019 Slope Easements, the 2019 Slope Easements shall encumber the 2019 Slope Easement Parcels, and the Candelas Commercial Property (specifically including but not limited to the portions thereof comprising the Deleted Parcels) shall no longer be subject to the encumbrance of the 2015 Slope Easement Agreement. In consideration of Arvada’s and the Authority’s performance of their agreements pursuant to this Amended Parkway IGA, the grant of the 2019 Slope Easements shall be made without payment of compensation to the grantor.

(b) Purpose of 2019 Slope Easements. The 2019 Slope Easements are comprised of certain non-exclusive easements for the establishment and maintenance of appropriate slopes for the Parkway in order to achieve proper construction and operation of the Parkway and in order to allow the Districts' and the Adjacent Landowners' desired twenty-five (25) foot cuts at Candelas Parkway. Such slope easements shall specifically provide that the same are relocatable and/or the legal description of which shall adjust in the event of a reduction of the amount of real property determined necessary by the Authority for such slope. The appropriate slopes, and related easements, are necessary to allow construction of the Parkway as contemplated herein. Notwithstanding the foregoing, the Parties agree to cooperate with the design of any slopes necessary including, but not limited to, a determination of the use of retaining walls in order to lessen the amount of land necessary for slopes.

5.0 Master Map. The map attached as Exhibit D-3 (the "**Master Map**") depicts the revised locations of the various 2019 Slope Easements (together with the Hwy 72 Interchange and the locations of the 2019 Reserved Easements (defined in Paragraph 11.0)).

6.0 Temporary Construction Easements. In connection with construction of the Parkway, certain temporary access/construction easements may be needed. Such temporary construction easements shall utilize a mutually agreed form. The locations, terms and conditions of such temporary construction easements shall be separately negotiated between the respective Parties, provided that no compensation shall be paid for such easement(s), reasonable access shall not be denied, and such easements shall accommodate then-current, planned and/or existing development occurring within the areas of the Candelas development within which the easements are located.

7.0 Costs of ROW Acquisition. Arvada acknowledges that, in order to pay for the costs associated with causing the conveyance of the 2019 ROW and the prior conveyance of the 2015 ROW, in addition to other revenues legally available to JCMD2, JCMD2 may utilize revenues available pursuant to the terms of the Amended and Restated Master Redevelopment Agreement dated January 11, 2010 (as it may be amended from time to time, the "**MRA**"). If: (a) JCMD2 uses (or previously used) revenues available to it pursuant to the provisions of the MRA for repayment of its costs associated with conveyance of the 2019 ROW (and prior conveyance of the 2015 ROW); and (b) a conveyance of the 2019 ROW to JCMD2 in accordance with Paragraph 14.0 occurs; and (c) after such conveyance, JCMD2 determines to sell, rather than retain, any or all of such 2019 ROW, then JCMD2 shall be obligated to account for the dollar amount of MRA revenues actually utilized for payment of the 2019 ROW and later received in any subsequent sale of the 2019 ROW (the "**MRA Revenues**") and, prior to expending the MRA Revenues for any other purpose, make an application at the time for use of such MRA Revenues in accordance with the provisions of the MRA.

8.0 Reservation of Rights. CCLLC previously reserved to itself pursuant to the 2015 ROW Deed, and CCLLC will reserve to itself pursuant to the 2019 ROW Deed, all oil, gas and ground water rights underlying the 2019 ROW (collectively, the "**Subsurface Rights**"). Such reservations, however, contain a relinquishment of any surface rights in connection with exercise of the Subsurface Rights. Prior to exercising any Subsurface Rights, CCLLC (or its successors thereto) will provide written notice to the Authority of such intention. Further, neither CCLLC nor any of CCLLC's successors in title or interest to the Subsurface Rights shall exercise the Subsurface Rights in any way which interferes with the construction or operation of the Parkway and CCLLC

agrees to execute an agreement, in a form and in substance mutually agreed upon by CCLLC and the Authority, in order to indemnify and hold the Authority harmless for any damage to, or destruction of, or reduction in use and utility of the Parkway should CCLLC choose to exercise the Subsurface Rights or convey the Subsurface Rights to a third party. Any deeds or other conveyance instruments conveying the Subsurface Rights shall contain the restrictions and indemnification provided in this Paragraph 8.0.

9.0 Temporary Interim Use of 2019 ROW.

9.1 Haul Road License. As of the Effective Date, the Adjacent Landowners have excess dirt located within Parcel P9 (as depicted on the Master Map) of the Candelas Commercial Property (the “**Excess Dirt**”). After the Effective Date, the Adjacent Landowners will need to establish a temporary haul road in order to cross through and within that portion of the 2019 ROW that is described and depicted at Exhibit A-2 of this Amended Parkway IGA (the “**Haul Road**”) in order to move the Excess Dirt to certain locations within Parcel P7 (as depicted on the Master Map) of the Candelas Commercial Property. The Authority hereby grants to the Adjacent Landowners a license, at no cost, to establish, remove, and use the Haul Road for such Excess Dirt relocation (the “**Haul Road License**”). The Adjacent Landowners shall comply with all of Arvada’s city codes and associated regulations related to dust mitigation and weed control. The applicable Adjacent Landowner(s) shall indemnify, hold harmless and defend the Authority for any claims of any type asserted by third parties against the Authority related to use of the Haul Road pursuant to the Haul Road License. The Authority may terminate the Haul Road License, after providing not less than sixty (60) days’ prior written notice of its intent to terminate, upon commencement of any construction or pre-construction activities for the Parkway; provided, however, in any event, the Haul Road License shall not be terminated prior to April 1, 2020 but shall terminate automatically and without notice on May 31, 2020 or such other date as mutually agreed by the Authority and the Adjacent Landowners. The Authority may consent to extend the term of the Haul Road License upon written request of the Adjacent Landowners(s), which consent will not be unreasonably withheld, and which may be given without further amendment to this Amended Parkway IGA. The Adjacent Landowner(s) additionally shall be responsible to restore the surface of, and repair damage to, the underlying and adjacent property caused by use of the Haul Road.

9.2 Temporary Cattle Grazing. Subject to the Authority’s right to give forty-five (45) days’ written notice of its intent to terminate, CCLLC shall be entitled to lease all or designated portions of the 2019 ROW from the Authority for the sum of \$1.00 per year for the limited purpose of grazing cattle. Upon expiration of the notice period or on December 1, 2019, whichever occurs first, the lease shall terminate and cattle grazing shall cease. CCLLC shall indemnify, hold harmless and defend the Authority for any claims of any type asserted by third parties against the Authority related to the allowed cattle grazing.

9.3 No Interference with Authority Operations. During their interim use of the 2019 ROW pursuant to Paragraphs 9.1 and 9.2, the Adjacent Landowners shall not interfere with or remove any investigation markers, including, but not limited to, poles, lathes, and ground markings, placed by the Authority, its agents and assigns, or by the three candidates for the Authority’s concessionaire, their respective agents and assigns.

10.0 Special Parkway Covenants.

10.1 Financing and Construction of Parkway. The Authority will be solely responsible for causing the financing and construction of the Parkway within the 2019 ROW.

10.2 Welton Reservoir Structure. Provided that the Districts and the Adjacent Landowners fulfill all of their various obligations under this Amended Parkway IGA, the Authority shall, at its sole cost and expense, construct the elevated structure(s) necessary to cross Welton Reservoir and provide clearance for the road to be constructed within Easement No. 5, as described in Paragraph 11.2(e), in the location depicted in Exhibit F-5. For the avoidance of doubt, the Authority's obligation under this Paragraph 10.2 shall be expressly conditioned upon, as conditions precedent, the Districts' and the Adjacent Landowners' performance of all obligations under this Amended Parkway IGA.

11.0 2019 Reserved Easements. As referenced in Recital D, CCLLC previously reserved the 2015 Reserved Easements in the locations described at Exhibits F-1 through F-7 of the 2015 IGA. In order to conform to the HDR Plans and the 2019 ROW, the 2015 Reserved Easements shall be modified as and to the extent set forth in Paragraphs 11.1 and 11.2 and as legally described and graphically depicted in Exhibits F-1 through F-7 attached hereto and incorporated herein (as so modified, being and comprising the "**2019 Reserved Easements**"). Concurrently with full execution of this Amended Parkway IGA, the applicable Signatories shall implement such modifications as otherwise provided in the following Paragraphs.

11.1 Modified Reserved Easements. Subject to the terms and conditions of this Amended Parkway IGA and, as applicable, the terms and conditions of the 2015 ROW Deed, the Arvada ROW Deed, and the 2019 ROW Deed, and as depicted in the Master Map, the legal descriptions and graphic depictions of the reserved easement parcels described below (the "**2019 Reserved Easement Parcels**") are modified (or not) as follows to conform to the 2019 ROW and the HDR Plans:

(a) Unmodified Reserved Parcels. The reserved easement parcels described below (the "**Unmodified Reserved Parcels**") remain in conformance with the Parkway alignment set forth in the HDR Plans, remain subject to the terms and conditions of the 2015 ROW Deed (which terms and conditions will be incorporated into the Arvada ROW Deed pursuant to Paragraph 2.5), and are incorporated into and made a part of the 2019 Reserved Easement Parcels:

(i) Parcel F-1: Exhibit F-1 of the 2015 IGA is retained as Exhibit F-1 of this Amended Parkway IGA.

(ii) Parcel F-2: Exhibit F-2 of the 2015 IGA is retained as Exhibit F-2 of this Amended Parkway IGA.

(iii) Parcel F-4: Exhibit F-4 of the 2015 IGA is retained as Exhibit F-4 of this Amended Parkway IGA.

(b) Modified Reserved Parcels. Subject to the terms and conditions of the 2019 ROW Deed, the Arvada ROW Deed, and the terms and conditions of this Amended Parkway IGA, the legal descriptions and graphic depictions of the parcels described below (the "**Modified**

Reserved Parcels”) are modified to conform to the Parkway alignment set forth in the HDR Plans and are incorporated into and made a part of the 2019 Reserved Easement Parcels:

(i) Parcel F-3: Exhibit F-3 of this Amended Parkway IGA replaces Exhibit F-3 of the 2015 IGA and shall be incorporated into the Arvada ROW Deed in replacement of the corresponding 2015 Reserved Easement.

(ii) Parcel F-5: Exhibit F-5 of this Amended Parkway IGA replaces Exhibit F-5 of the 2015 IGA.

(iii) Parcel F-6: Exhibit F-6 of this Amended Parkway IGA replaces Exhibit F-6 of the 2015 IGA.

(iv) Parcel F-7: Exhibit F-7 of this Amended Parkway IGA replaces Exhibit F-7 of the 2015 IGA.

11.2 Establishment of 2019 Reserved Easements. Delivery to Arvada and recordation of the 2015 ROW Deed previously reserved and made legally effective, subject to the terms and conditions thereof, those 2019 Reserved Easements that encumber the Unmodified Reserved Parcels. Delivery to the Authority and recording of the Arvada ROW Deed in accordance with Paragraphs 2.5 and 2.8 will reserve and make legally effective, subject to the terms and conditions thereof, the 2019 Reserved Easements that encumber the Unmodified Reserved Parcels and the 2019 Reserved Easement that encumbers Modified Reserved Parcel F-3. Delivery to the Authority and recording of the 2019 ROW Deed in accordance with Paragraphs 2.4(b) and 2.8 will reserve and make legally effective, subject to the terms and conditions thereof, the 2019 Reserved Easements that encumber the Modified Reserved Parcels (except Modified Reserved Parcel F-3). All utilities, bridges, roads and related drainage structures or appurtenances shall be constructed in accordance with the provisions of Paragraphs 12.0 and 13.0, as appropriate for the timing of their construction. After construction of such infrastructure improvements, and contemporaneously with Arvada’s acceptance of the same for ownership and maintenance, the then-current beneficial owner of the applicable 2019 Reserved Easement(s) shall dedicate the associated 2019 Reserved Easement(s) to Arvada in the normal course of development. The 2019 Reserved Easements consist of:

(a) Easement No. 1. In the location described and depicted in Exhibit F-1, a thirty (30) foot wide perpetual non-exclusive public utilities easement.

(b) Easement No. 2. In the location described and depicted in Exhibit F-2, a twenty-two (22) foot wide perpetual non-exclusive public utilities easement.

(c) Easement No. 3. In the location described and depicted in Exhibit F-3, a thirty (30) foot wide permanent non-exclusive public utilities easement.

(d) Easement No. 4. In the location described and depicted in Exhibit F-4, a thirty (30) foot wide perpetual non-exclusive public utilities, roadway and construction easement.

(e) Easement No. 5. In the location described and depicted in Exhibit F-5, a one hundred (100) foot wide permanent non-exclusive easement for the limited purposes of

installation, operation and maintenance of public utilities and construction and operation and maintenance of a public road, which road shall not in any manner be the responsibility of the Authority. The Authority shall have no obligation to fund, or contribute to the funding of, said public road. The road's alignment shall accommodate the Parkway's horizontal and vertical alignment as well as all health, safety and welfare limitations imposed by CDOT, the Authority or Arvada.

(f) Easement No. 6. In the location described and depicted in Exhibit F-6, a thirty (30) foot wide permanent non-exclusive public utilities easement.

(g) Easement No. 7. In the location described and depicted in Exhibit F-7, a thirty (30) foot wide permanent non-exclusive easement for a pedestrian bridge. The horizontal alignment shall accommodate the Parkway's horizontal and vertical alignment as well as all health, safety and welfare limitations imposed by CDOT, the Authority or Arvada. The anticipated pedestrian bridge shall not be constructed prior to the Parkway's construction. Following the Parkway's construction, only the Authority or its design-build contractor shall be permitted to physically construct the anticipated pedestrian bridge. All costs associated with the pedestrian bridge shall be funded, in advance of construction, by the Districts and/or the applicable Adjacent Landowner(s). The pedestrian bridge shall only be constructed by the Authority or its design-build contractor provided they receive full funding from the Districts or the applicable Adjacent Landowner(s). The Authority will not construct the anticipated pedestrian bridge until the required escrow deposit is made by the Districts and/or the applicable Adjacent Landowner(s). Upon completion of the construction, the Districts and/or the applicable Adjacent Landowner(s) shall own, operate and maintain the pedestrian bridge.

12.0 Utilities and Utility Crossings Upon Completion of Parkway. Once the Parkway has been constructed, neither the Parties, nor any third parties, shall be allowed to make cuts to the Parkway or in any other manner whatsoever disturb the surface of the Parkway. Crossing of the 2019 ROW following construction of the Parkway shall be done only by boring under the Parkway, pursuant to the permitting requirements adopted by the Authority. The requirements of this Paragraph 12.0 shall apply once construction of the Parkway has commenced and "construction" for the purpose of this Paragraph 12.0 shall include any activities related to the commencement of construction of the Parkway.

The Districts or the Adjacent Landowners may notify the Authority in writing about future utilities anticipated to be installed for development within the Candelas Commercial Property which future utilities have not been installed pursuant to Paragraph 13.0 prior to construction of the Parkway. If the Authority is so notified, the Authority shall install, at the Districts' and/or the Adjacent Landowners' cost, utility sleeves so utilities may be later installed without the need for boring under the Parkway. The Districts and/or the applicable Adjacent Landowner(s) shall pay the costs of utility sleeve installation in advance of any installation, and shall pay for cost overruns, if any, which occur for any reason during the installation process.

13.0 Utilities and Utility Crossings Before Commencement of Construction of Parkway. The Districts and the Adjacent Landowners in planning for utilities and infrastructure for the Candelas Commercial Property development and working with their contractors and utility providers to

extend and construct public and private utilities, shall ensure that any and all utilities, public and private, to be installed within the 2019 ROW are installed according to the following criteria:

13.1 All utility crossings shall be transverse crossings, crossing the 2019 ROW only at ninety (90) degree angles.

13.2 No longitudinal utility crossings are allowed.

13.3 All utilities which cross the 2019 ROW shall be placed within industry standard hardened utility sleeves to be installed by the contractors in advance of the installation of the conduit or piping for the utility itself, and all pipe material placed within utility sleeves shall be hardened to industry standard increased thickness for such use.

13.4 All utilities shall be installed within the 2019 Reserved Easements, as described in Paragraph 11.0 and legally described and depicted in Exhibits F-1 through F-7, inclusive.

13.5 There shall be no disruption to the Parkway or to the movement of vehicles on the Parkway as a result of utilities.

13.6 Once the Parkway is completed, the Authority will require common use agreements or similar agreements be executed by utility providers prior to installation of utilities crossing the 2019 ROW.

13.7 All utilities and their crossings shall conform to all federal, state and local laws, ordinances and regulations.

14.0 Re-Conveyance to JCMD2. The Authority will hold title to the 2019 ROW subject to the terms and conditions of this Amended Parkway IGA and, as applicable, the 2019 ROW Deed and the Arvada ROW Deed (which will expressly incorporate the terms and conditions of the 2015 ROW Deed). If the Authority determines not to pursue construction of the Parkway, JCMD2 may then request that the 2019 ROW, the associated 2019 Parkway Slope Easements and the rights of the grantee of the access limitation deed described in Paragraph 2.6 be conveyed to JCMD2 or to the applicable Adjacent Landowner(s), as applicable, and the Authority shall initiate and complete such transfers to JCMD2 and/or the applicable Adjacent Landowner(s) in a timely way.

15.0 Attorney's Fees. In any proceeding brought to enforce the provisions of this Amended Parkway IGA, the substantially prevailing Party therein shall be awarded its reasonable attorney's fees, actual court costs and other expenses incurred.

16.0 Titles of Paragraphs. Any titles of the several parts and paragraphs of this Amended Parkway IGA are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.0 Applicable Law. The laws of the State of Colorado shall govern the interpretation and enforcement of this Amended Parkway IGA, without giving effect to choice of law principles.

18.0 Binding Effect/Third Party Beneficiary. This Amended Parkway IGA shall be binding on and inure to the sole benefit of the Parties. No rights shall be created in favor of any person not a party to this Amended Parkway IGA.

19.0 Other Assurances. The Parties agree to execute such agreements, and take such action, as shall be requested by the other Parties and reasonably necessary to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

20.0 Time of Essence. Time is of the essence of this Amended Parkway IGA. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Amended Parkway IGA requires their continued cooperation.

21.0 Severability. If any provision of this Amended Parkway IGA is held by a court to be illegal, invalid or unenforceable, the other provisions herein which are severable shall be unaffected. Furthermore, such illegal, invalid or unenforceable provision shall be automatically replaced with a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to achieve the same or similar result between the Parties and still be legal, valid and enforceable, and this Amended Parkway IGA shall be deemed reformed accordingly.

22.0 Counterparts. This Amended Parkway IGA may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

23.0 Non-liability of Officials and Employees. No natural person who is a council member, commissioner, board member, official, member, officer, employee, agent or consultant of any Signatory shall be personally liable in the event of default, or breach, or for any amount that may become due under the terms of this Amended Parkway IGA.

24.0 Amendments; Modification. This Amended Parkway IGA may be amended or modified only by a written instrument executed by all of the Signatories (or legal successor) hereto.

25.0 Relation to MRA. It is the intent of the Signatories that this Amended Parkway IGA be construed consistent with the MRA.

26.0 Enforcement. Each of the Parties shall have standing in the Jefferson County District Court to enforce the terms of this Amended Parkway IGA, including specific performance and injunctive relief. The provisions of this Paragraph 26.0 and all other provisions hereof that are required or contemplated to be performed after the conveyance of the 2019 Parkway Property Interests to the Authority shall not be merged in such conveyance, deed or other instrument evidencing such conveyance or in any subsequent deed, instrument or conveyance of the 2019 Parkway Property Interests and shall survive so long as this Amended Parkway IGA or any portion hereof remains unperformed.

27.0 Signatories Authorized to Enter Agreement. Each Signatory hereby represent that it is fully empowered and possess the legal authority to enter into, be legally bound by, and perform its obligations pursuant to this Amended Parkway IGA.

28.0 Notices. Any notices or other communications required or permitted by this Amended Parkway IGA or by law to be served on, given to, or delivered to a Party by another Party shall be in writing and shall be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; (ii) three (3) business days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid; (iii) upon confirmed email (pdf) transmission; and (iv) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery with all required charges prepaid; and addressed as follows:

Authority

Jefferson Parkway Public Highway Authority
P.O. Box 1108
Arvada, Colorado 80001
Attn: Executive Director
Phone: 720.898.7020
Email: jppha.admin@gmail.com

CCLLC

Cimarron Commercial, LLC
20009 Highway 72
Arvada, Colorado 80007
Attn: Gregg Bradbury and Charles McKay
Phone: 303.469.1873
Email: gbradbury@churchranch.com;
cmckay@churchranch.com

With a required copy to:

Nading Investments, LLC
700 Weaver Park Road
Longmont, Colorado 80501
Attn: Jeffrey L. Nading
Phone: 303.772.4051
Email: jnading@gtcl.net

Arvada

City of Arvada
8101 Ralston Road,
Arvada, Colorado 80001-8181
Attn: Mark Deven, City Manager
Phone: 720.898.7500
Email: mdeven@arvada.org

CDC

Cimarron Development Company
20009 Highway 72
Arvada, Colorado 80007
Attn: Gregg Bradbury and Charles McKay
Phone: 303.469.1873
Email: gbradbury@churchranch.com;
cmckay@churchranch.com

With a required copy to:

Nading Investments, LLC
700 Weaver Park Road
Longmont, Colorado 80501
Attn: Jeffrey L. Nading
Phone: 303.772.4051
Email: jnading@gtcl.net

JCMD No. 1

Jefferson Center Metropolitan District No. 1
c/o Special District Management Services
141 Union Boulevard, Suite 150,
Lakewood, Colorado 80228

Attn: _____

Phone: _____

Email: _____

With a required copy to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1214
Attn: Megan Becher
Phone: 303.592.4380
Email: mbecher@specialdistrictlaw.com

JCMD No. 2

Jefferson Center Metropolitan District No. 2
c/o Special District Management Services
141 Union Boulevard, Suite 150,
Lakewood, Colorado 80228

Attn: _____

Phone: _____

Email: _____

With a required copy to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203-1214
Attn: Megan Becher
Phone: 303.592.4380
Email: mbecher@specialdistrictlaw.com

Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Parties in the manner provided in this Paragraph 28.0.

IN WITNESS WHEREOF, the Signatories have caused this Amended Parkway IGA to be executed as of this [____ day of _____], 2019.

[Signature Pages and Exhibits Follow This Page]

CITY OF ARVADA,
a Colorado municipal corporation

Marc Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristen Rush, City Clerk

Christopher K. Daly, City Attorney

**JEFFERSON PARKWAY PUBLIC
HIGHWAY AUTHORITY,**
a body corporate and political subdivision of
the State of Colorado

David Jones, Chairman

ATTEST:

William A. Ray
Executive Director

APPROVED AS TO FORM:

Tamara K. Seaver
General Counsel

**JEFFERSON CENTER
METROPOLITAN DISTRICT NO. 2,**
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Charles C. McKay, President

ATTEST:

[Name], Secretary

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

By: _____
Gregg A. Bradbury, President

ATTEST:

[Name], Secretary

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: CIMARRON HOLDING COMPANY,
LLC, a Colorado limited liability
company, its Managing Member

By: _____
Charles C. McKay, Manager

By: _____
Gregg A. Bradbury, Manager

By: _____
Jeffrey L. Nading, Manager

**CIMARRON DEVELOPMENT
COMPANY,** a Colorado corporation

By: _____
Gregg A. Bradbury, Principal

By: _____
Charles C. McKay, Principal

By: _____
Jeffrey L. Nading, Principal

EXHIBITS A-1 THROUGH A-7
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(ROW – legal description)

EXHIBIT 'A-1'
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 1 OF 5

A PARCEL OF LAND BEING A PORTION OF BLOCKS 2 AND 3 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE N89°40'01"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 65.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIANA STREET AS RECORDED AT SAID RECEPTION NUMBER 2007042670 AND ON THE EASTERLY LINE OF SAID BLOCK 2, BEING THE POINT OF BEGINNING; THENCE S00°53'18"E ALONG THE EASTERLY LINE OF SAID BLOCK 2 A DISTANCE OF 423.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) CONSECUTIVE COURSES AND DISTANCES: 1) THENCE 1824.40 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 42°39'56" AND A CHORD WHICH BEARS S26°47'17"W A DISTANCE OF 1782.54 FEET; 2) THENCE S41°05'06"W A DISTANCE OF 148.08 FEET; 3) THENCE S47°50'20"W A DISTANCE OF 302.24 FEET TO A POINT OF CURVATURE; 4) THENCE 493.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2356.00 FEET, A CENTRAL ANGLE OF 11°59'38" AND A CHORD WHICH BEARS S53°50'09"W A DISTANCE OF 492.29 FEET TO A POINT OF TANGENCY; 5) THENCE S59°49'58"W A DISTANCE OF 205.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANDELAS PARKWAY AS RECORDED AT RECEPTION NUMBER 2007042670; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) CONSECUTIVE COURSES AND DISTANCES: 1) THENCE N15°04'22"W A DISTANCE OF 643.78 FEET TO A POINT OF CURVATURE; 2) THENCE 38.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 03°01'49" AND A CHORD WHICH BEARS N16°35'17"W A DISTANCE OF 38.60 FEET TO A POINT OF NON-TANGENCY ON THE NORTHERLY LINE OF SAID BLOCK 3, POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY; THENCE ALONG SAID NORTHERLY LINE OF BLOCKS 2 AND 3 AND NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED FUTURE JEFFERSON PARKWAY THE FOLLOWING FIVE (5) CONSECUTIVE COURSES AND DISTANCES: 1) THENCE S89°34'12"E A DISTANCE OF 396.20 FEET; 2) THENCE N66°16'36"E A DISTANCE OF 290.82 FEET; 3) THENCE N55°34'21"E A DISTANCE OF 159.67 FEET TO A POINT OF CURVATURE; 4) THENCE 1944.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2150.00 FEET, A CENTRAL ANGLE OF 51°49'54" AND A CHORD WHICH BEARS N25°01'39"E A DISTANCE OF 1879.31 FEET TO A POINT OF TANGENCY; 5) THENCE N00°53'18"W A DISTANCE OF 159.16 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE S89°40'01"E ALONG SAID NORTH LINE A DISTANCE OF 285.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.009 ACRES (1,089,388 SQ. FT.), MORE OR LESS.

EXHIBIT 'A-1'
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 2 OF 5

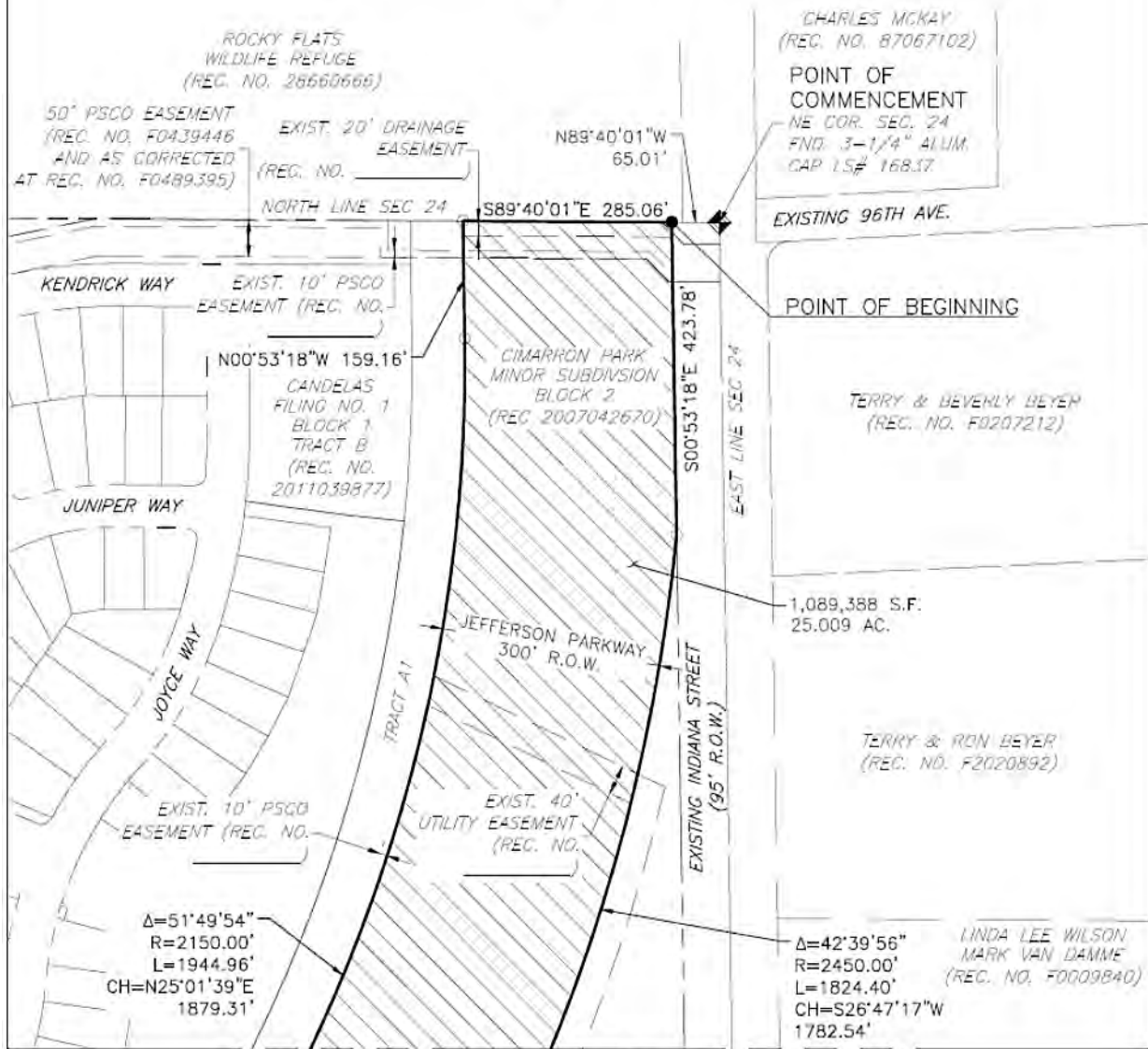
BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

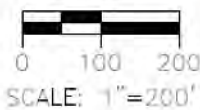
PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015



EXHIBIT A-1
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 3 OF 5



SEE SHEET 4 OF 5



NOTES:
 1. THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 2. BASIS OF BEARING AS SHOWN ON CANDELAS FILING NO. 1 PLAT (REC 2011039877).

REV. JANUARY 21, 2015
 REV. JUNE 16, 2011
 MAY 06, 2011



MARTIN / MARTIN
 CONSULTING ENGINEERS

12499 WEST COLFAX AVE.
 LAKEWOOD, CO 80215
 303.431.6100
 FAX 303.431.4020

EXHIBIT A-1
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 4 OF 5

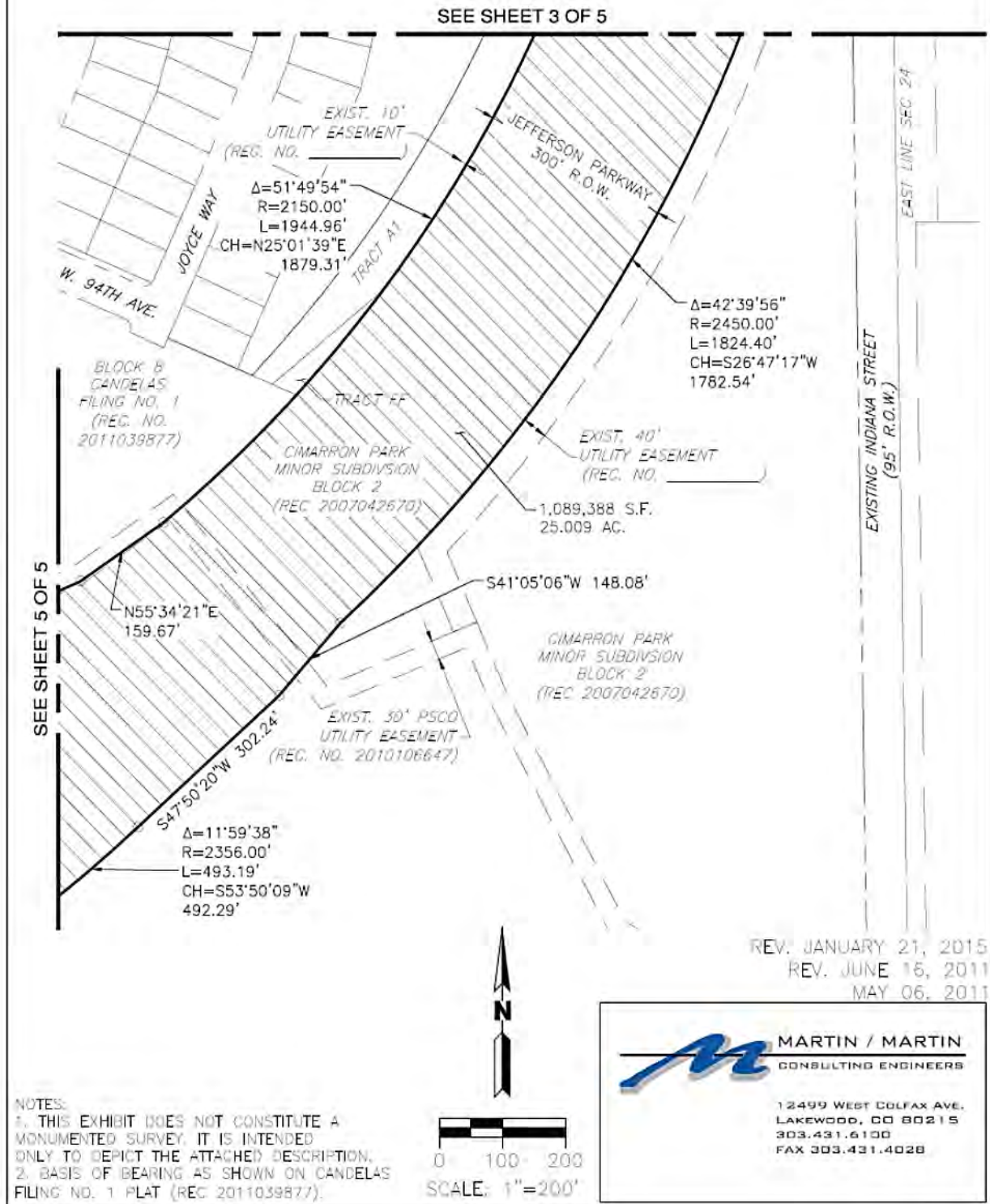
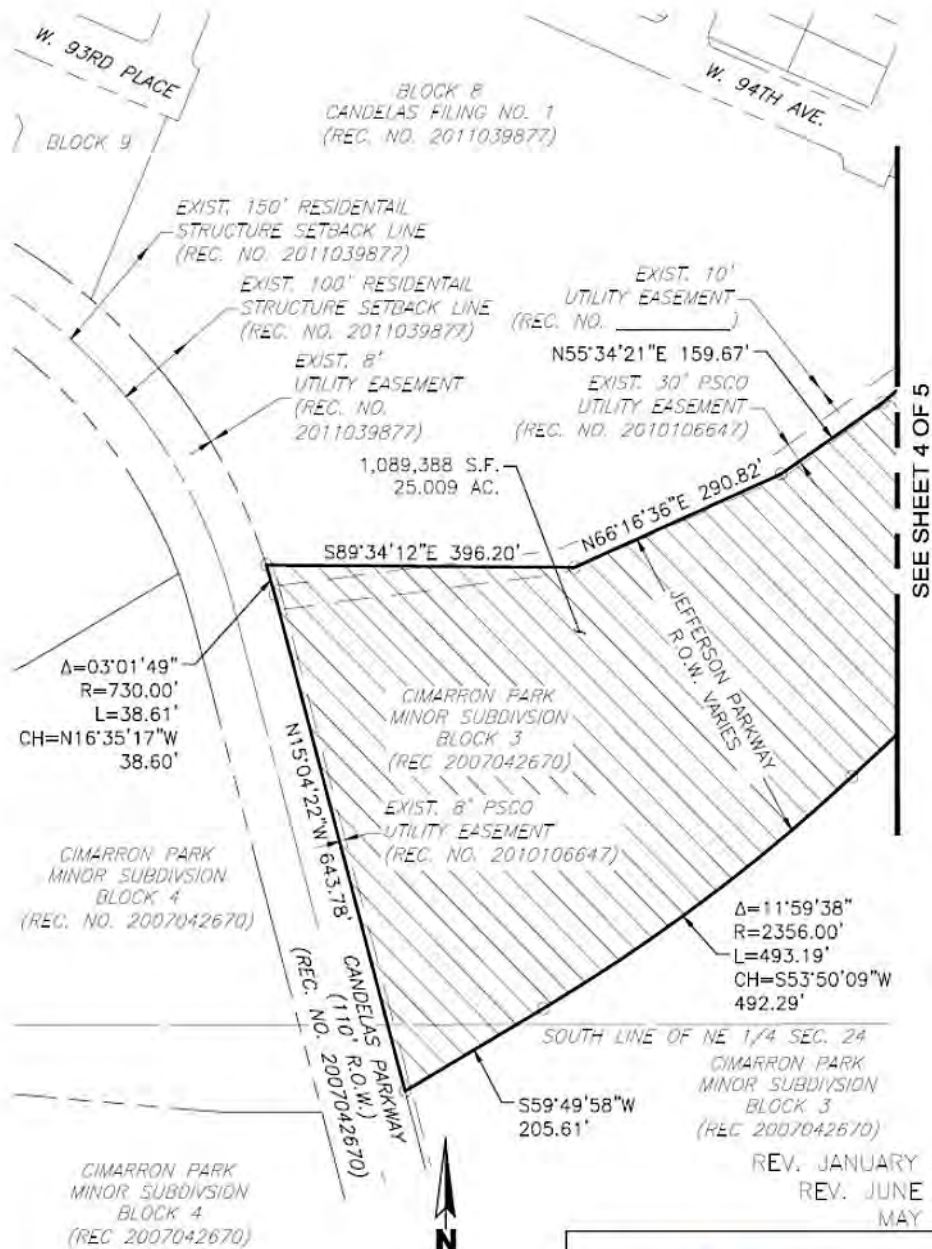


EXHIBIT A-1
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 5 OF 5



NOTES:
 1. THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 2. BASIS OF BEARING AS SHOWN ON CANDELAS FILING NO. 1 PLAT (REC 2011039877).

0 100 200
 SCALE: 1"=200'

MARTIN / MARTIN
 CONSULTING ENGINEERS

12499 WEST GOLFAX AVE.
 LAKEWOOD, CO 80215
 303.431.6100
 FAX 303.431.4028

EXHIBIT 'A-2'
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 1 OF 5

A PARCEL OF LAND BEING A PORTION OF BLOCK 4 CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 N01°06'02"W A DISTANCE OF 246.25 FEET; THENCE DEPARTING SAID WEST LINE OF SECTION 24 ALONG THE NORTHERLY RIGHT-OF-WAY OF PROPOSED FUTURE JEFFERSON PARKWAY THE FOLLOWING FIVE (5) CONSECUTIVE COURSES AND DISTANCES; 1) THENCE 454.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1914.00 FEET, A CENTRAL ANGLE OF 13°36'56" AND A CHORD WHICH BEARS N83°07'14"E A DISTANCE OF 453.77 FEET; 2) THENCE N89°55'42"E A DISTANCE OF 1791.69 FEET; 3) THENCE N84°28'46"E A DISTANCE OF 394.49 FEET TO A POINT OF CURVATURE; 4) THENCE 431.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1004.00 FEET, A CENTRAL ANGLE OF 24°38'46" AND A CHORD WHICH BEARS N72°09'23"E A DISTANCE OF 428.55 FEET; 5) THENCE N59°48'36"E A DISTANCE OF 192.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CANDELAS PARKWAY AS RECORDED AT RECEPTION NUMBER 2007042670; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES AND DISTANCES: 1) THENCE 57.79 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 05°20'27" AND A CHORD WHICH BEARS S17°44'36"E A DISTANCE OF 57.77 FEET; 2) THENCE S15°04'22"E A DISTANCE OF 641.70 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES: 1) THENCE S89°50'00"W A DISTANCE OF 88.55 FEET TO A POINT OF CURVATURE; 2) THENCE 80.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 906.00 FEET, A CENTRAL ANGLE OF 05°05'36" AND A CHORD WHICH BEARS N87°37'12"W A DISTANCE OF 80.51 FEET TO A POINT OF TANGENCY; 3) THENCE N85°04'24"W A DISTANCE OF 1222.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SECTION 24; THENCE ALONG SAID SECTION LINE S89°55'42"W A DISTANCE OF 2001.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 26.614 ACRES (1,159,304 SQ. FT.), MORE OR LESS.

EXHIBIT 'A-2'
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 2 OF 5

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015



EXHIBIT A-2
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 3 OF 5

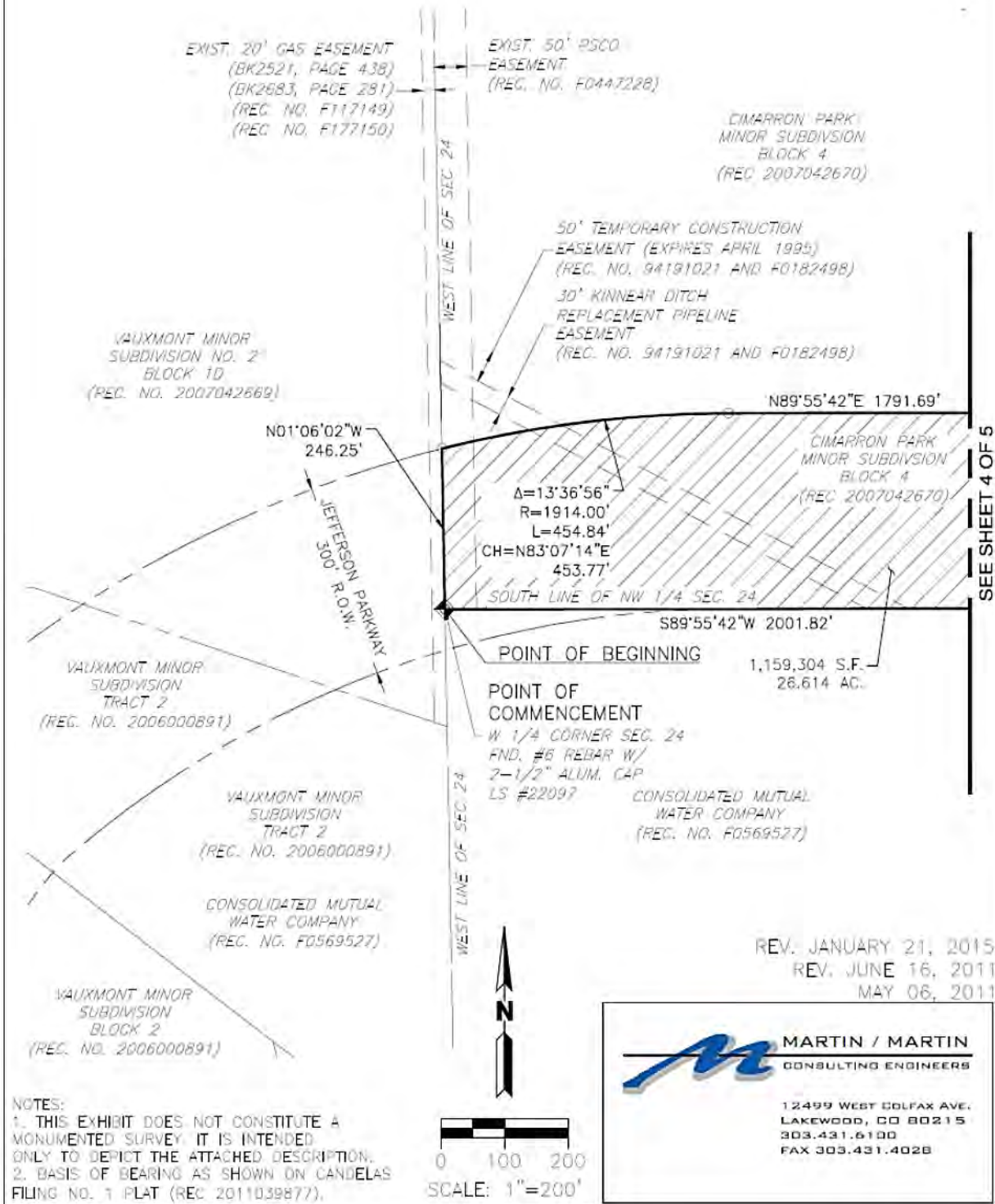


EXHIBIT A-2
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 4 OF 5

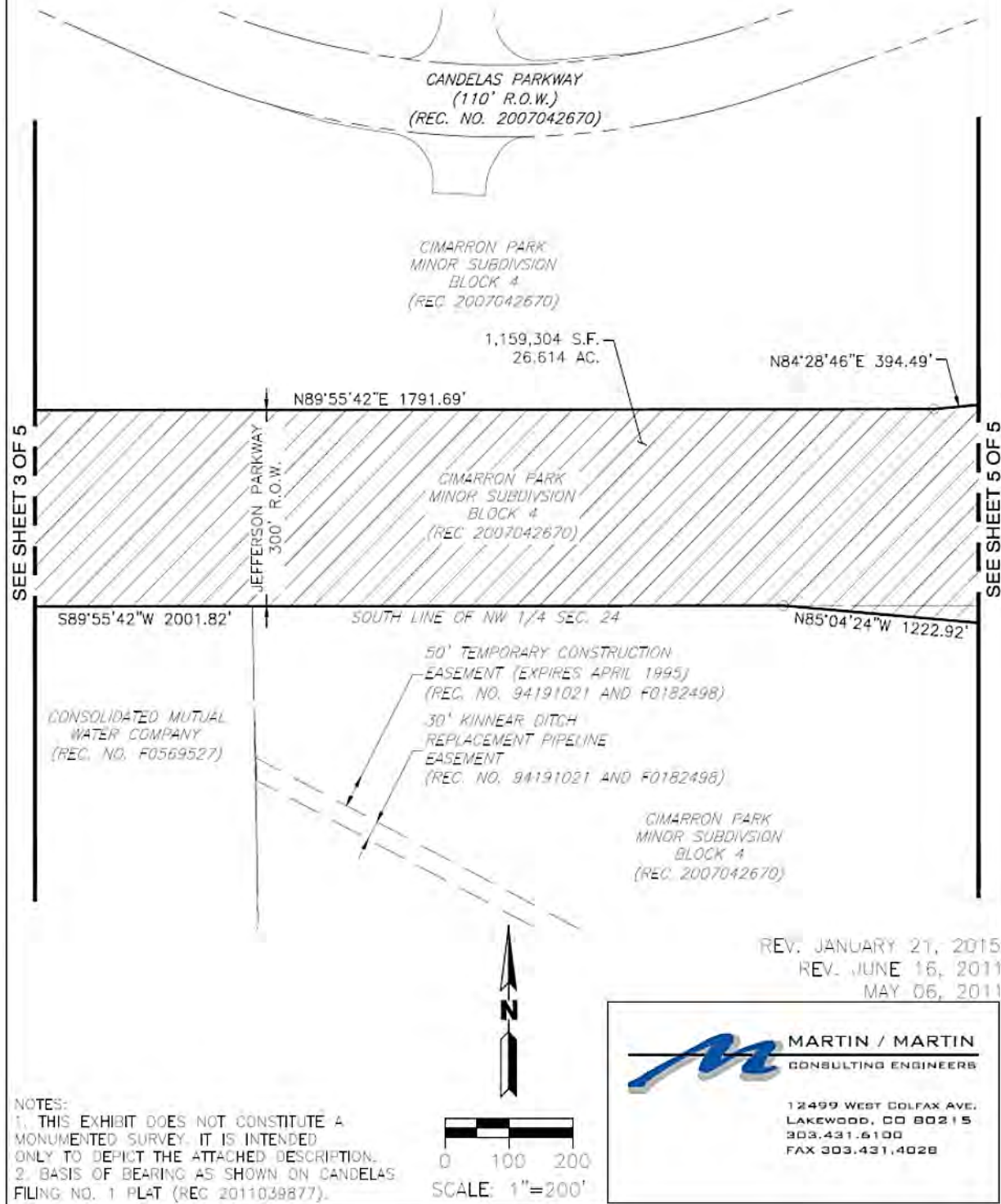


EXHIBIT A-2
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 5 OF 5

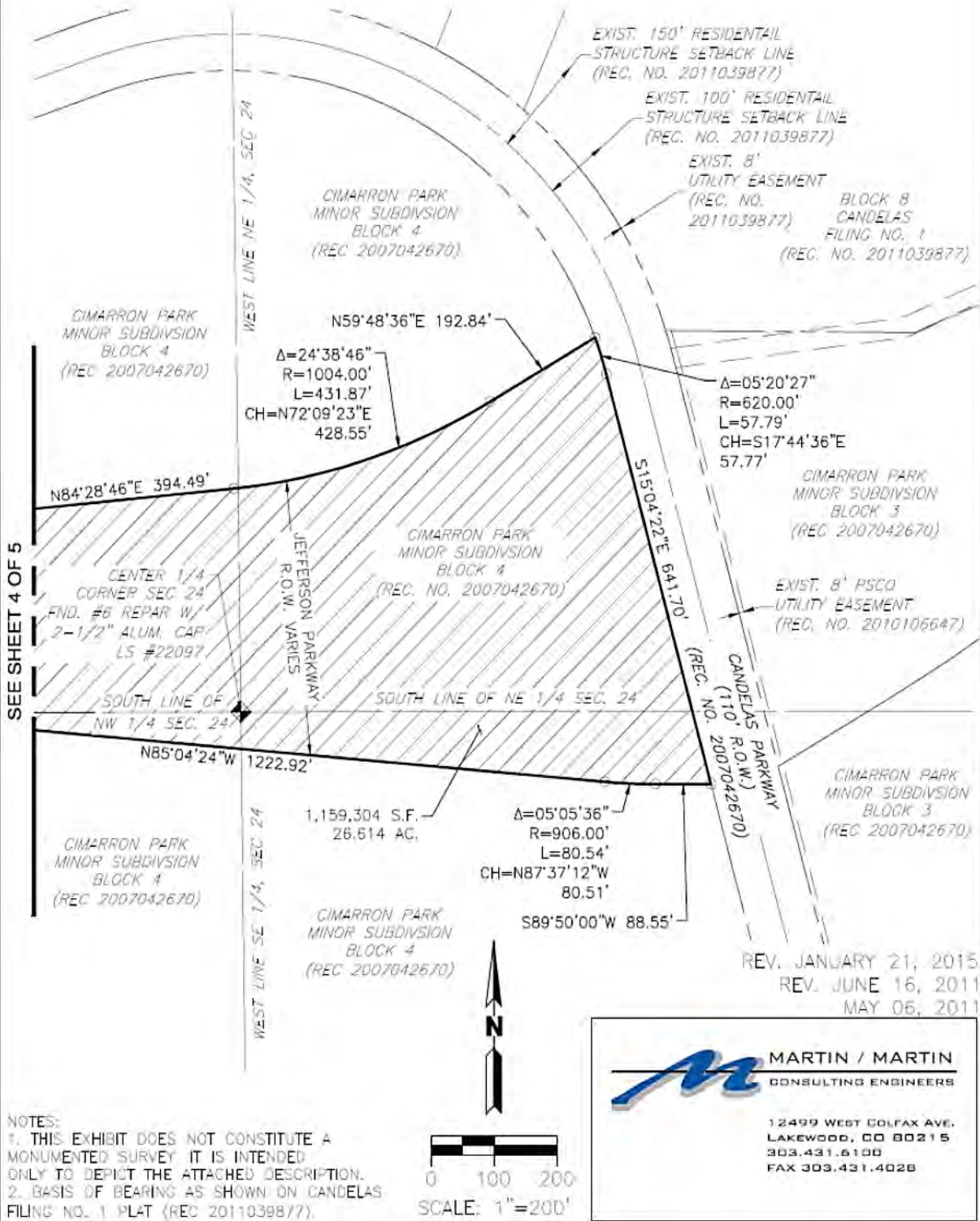


EXHIBIT 'A-3'
JEFFERSON PARKWAY RIGHT-OF-WAY
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF BLOCK 1D OF VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NUMBER 2007042669 LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23, POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 S01°06'42"E A DISTANCE OF 62.57 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 182.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1614.00 FEET, A CENTRAL ANGLE OF 06°28'46" AND A CHORD WHICH BEARS S70°41'02"W A DISTANCE OF 182.43 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 2 OF VAUXMONT MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2006000891; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID NORTHERLY TRACT LINE N71°50'25"W A DISTANCE OF 419.20 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY 615.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1914.00 FEET, A CENTRAL ANGLE OF 18°25'28" AND A CHORD WHICH BEARS N67°06'02"E A DISTANCE OF 612.83 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID EAST SECTION LINE S01°06'02"E A DISTANCE OF 246.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.776 ACRES (120,912 SQ. FT.), MORE OR LESS.

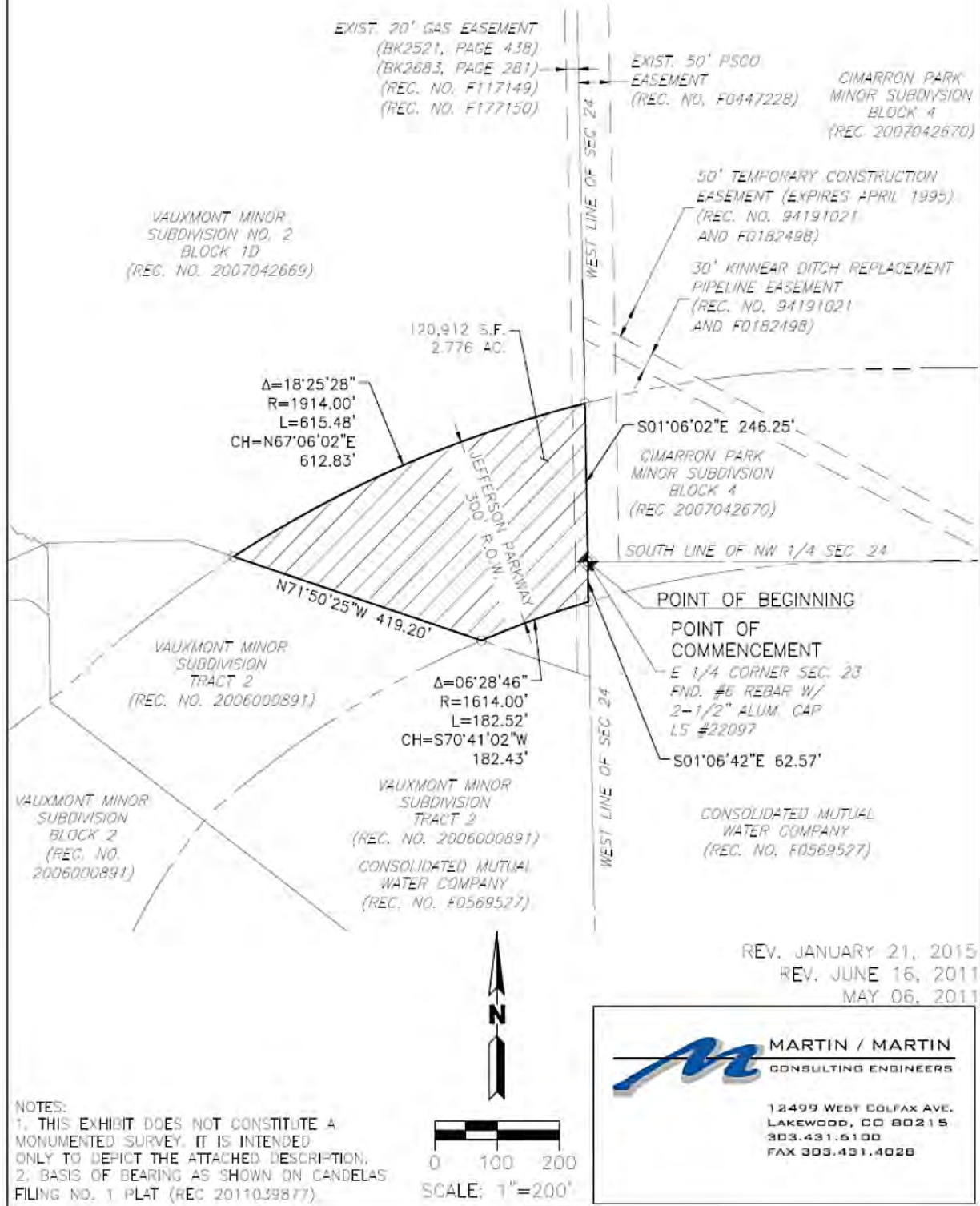
BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015



EXHIBIT A-3
JEFFERSON PARKWAY RIGHT-OF-WAY
 SHEET 2 OF 2



PARCEL A-4 DESCRIPTION

A PORTION OF BLOCK 2, VAUXMONT MINOR SUBDIVISION RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, AND A PORTION OF TRACT A, BLOCK A, NORTHWEST INDUSTRIAL, ALSO DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. F0126099 IN SAID JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON OCTOBER 5, 1995 ALL BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS, N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 56°19'59" E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 734.35 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°30'59", A RADIUS OF 1614.00 FEET, A CHORD BEARING S 40°16'04" W A DISTANCE OF 463.65 FEET AND AN ARC DISTANCE OF 465.26 FEET;

THENCE S 32°00'34" W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 533.77 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°41'26", A RADIUS OF 903.00 FEET, A CHORD BEARING S 23°09'51" W A DISTANCE OF 277.70 FEET AND AN ARC DISTANCE OF 140.52 FEET;

THENCE S 14°19'08" W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 391.87 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°50'12", A RADIUS OF 862.00 FEET, A CHORD BEARING S 26°44'14" W A DISTANCE OF 370.74 FEET AND AN ARC DISTANCE OF 373.66 FEET TO THE SOUTHERLY LINE OF A 20 FEET WIDE UTILITY EASEMENT RECORDED AT RECEPTION NUMBER F1169607 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SAID SOUTHERLY LINE OF 20 FEET WIDE UTILITY EASEMENT:

1. **THENCE** N 50°14'51" W A DISTANCE OF 210.25 FEET;
2. **THENCE** N 52°22'51" W A DISTANCE OF 202.99 FEET;
3. **THENCE** N 54°05'48" W A DISTANCE OF 153.10 FEET;
4. **THENCE** N 55°00'08" W A DISTANCE OF 203.96 FEET;
5. **THENCE** N 54°25'18" W A DISTANCE OF 320.46 FEET;

THENCE N 35°32'37" E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 406.77 FEET;



SHEET 1 OF 4

Bohannon Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PROVIDED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

PARCEL A-4 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

PARCEL A-4 DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°30'04", A RADIUS OF 715.00 FEET, A CHORD BEARING N 53°47'39" E A DISTANCE OF 447.84 FEET AND AN ARC DISTANCE OF 455.50;

THENCE N 72°02'41" E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 186.03 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32°39'46", A RADIUS OF 1100.00 FEET, A CHORD BEARING N 55°42'48" E A DISTANCE OF 618.62 FEET AND AN ARC DISTANCE OF 627.08 FEET;

THENCE N 39°22'55" E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 155.62 FEET;

THENCE ALONG THE ARC OF A CURVE THE RIGHT, HAVING A CENTRAL ANGLE OF 08°19'27", A RADIUS OF 1926.00 FEET, A CHORD BEARING N 43°32'38" E A DISTANCE OF 279.57 FEET AND AN ARC DISTANCE OF 279.82;

THENCE S 01°06'43"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 14.44 FEET,

THENCE S 53°09'56" E A DISTANCE OF 315.09 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,291,575 SQUARE FEET, 29.650 ACRES (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 23 AS BEARING N 01°06'02" W. THE WEST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV, T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 2 OF 4

Bohannon Huston

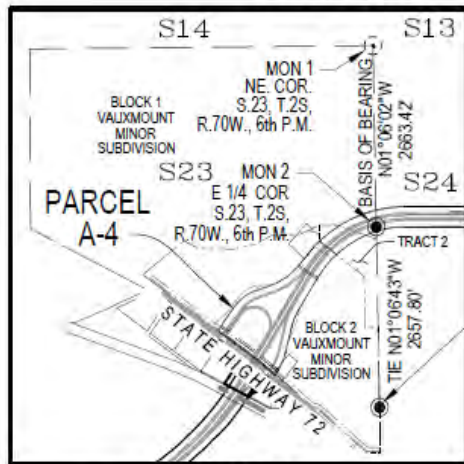
Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PROVIDED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

PARCEL A-4 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

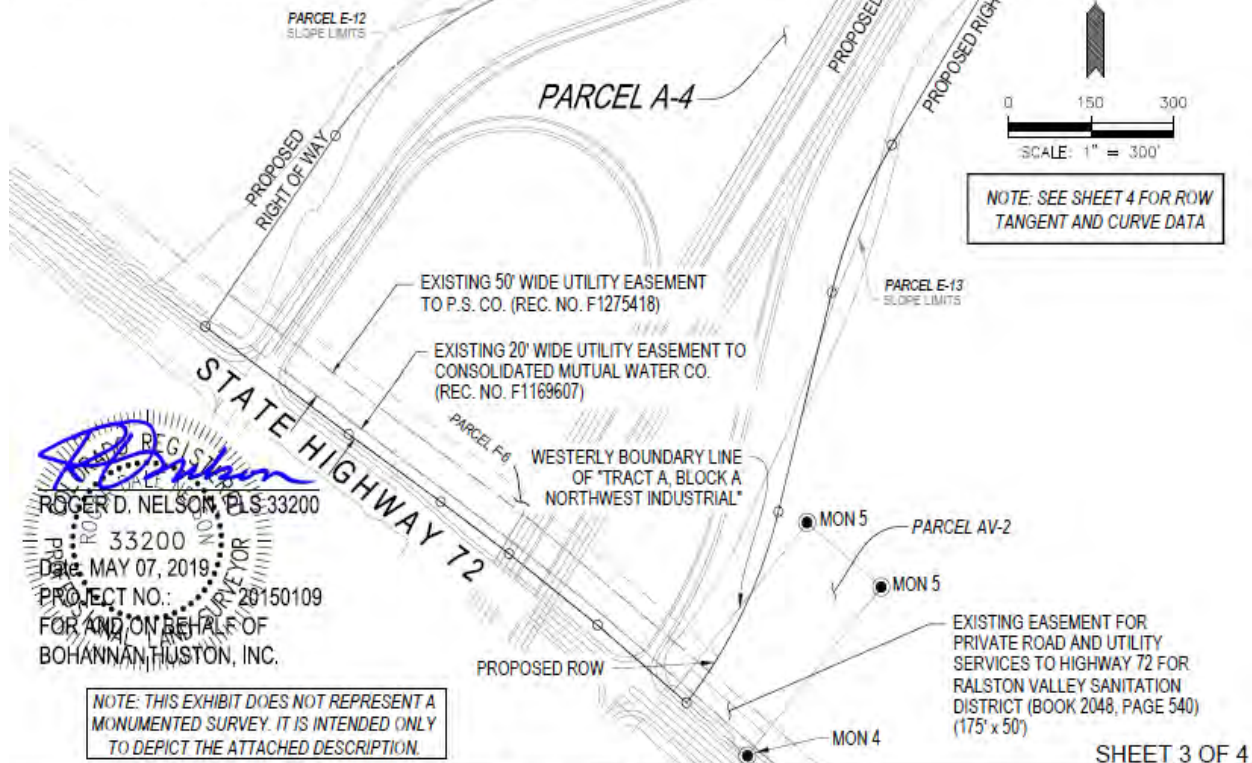
PARCEL A-4 EXHIBIT



LOCATION MAP
N.T.S.

- MONUMENTS:
- MON 1 - FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED, "S14 S13 S23 S24"
 - MON 2 - FOUND #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097"
 - MON 3 - SE. COR. S23 T2S, R.70W., 6th P.M.
 - MON 4 - FOUND 1" STEEL ROD WITH 2" ALUMINUM CAP STAMPED, "27258 T2S S23 S24 S26 S26 R70W1995"
 - MON 5 - FOUND REBAR WITH PLASTIC CAP STAMPED, "PLS 33636"
 - MON 6 - FOUND REBAR WITH PLASTIC CAP STAMPED, "PLS 31169"

NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.



REGISTERED PROFESSIONAL SURVEYOR
ROGER D. NELSON, PLS 33200
Date: MAY 07, 2019
PROJECT NO.: 20150109
FOR AND ON BEHALF OF
BOHANNAN HUSTON, INC.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 3 OF 4

Bohannon Huston

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Englewood, CO 80112 (303) 799-5103

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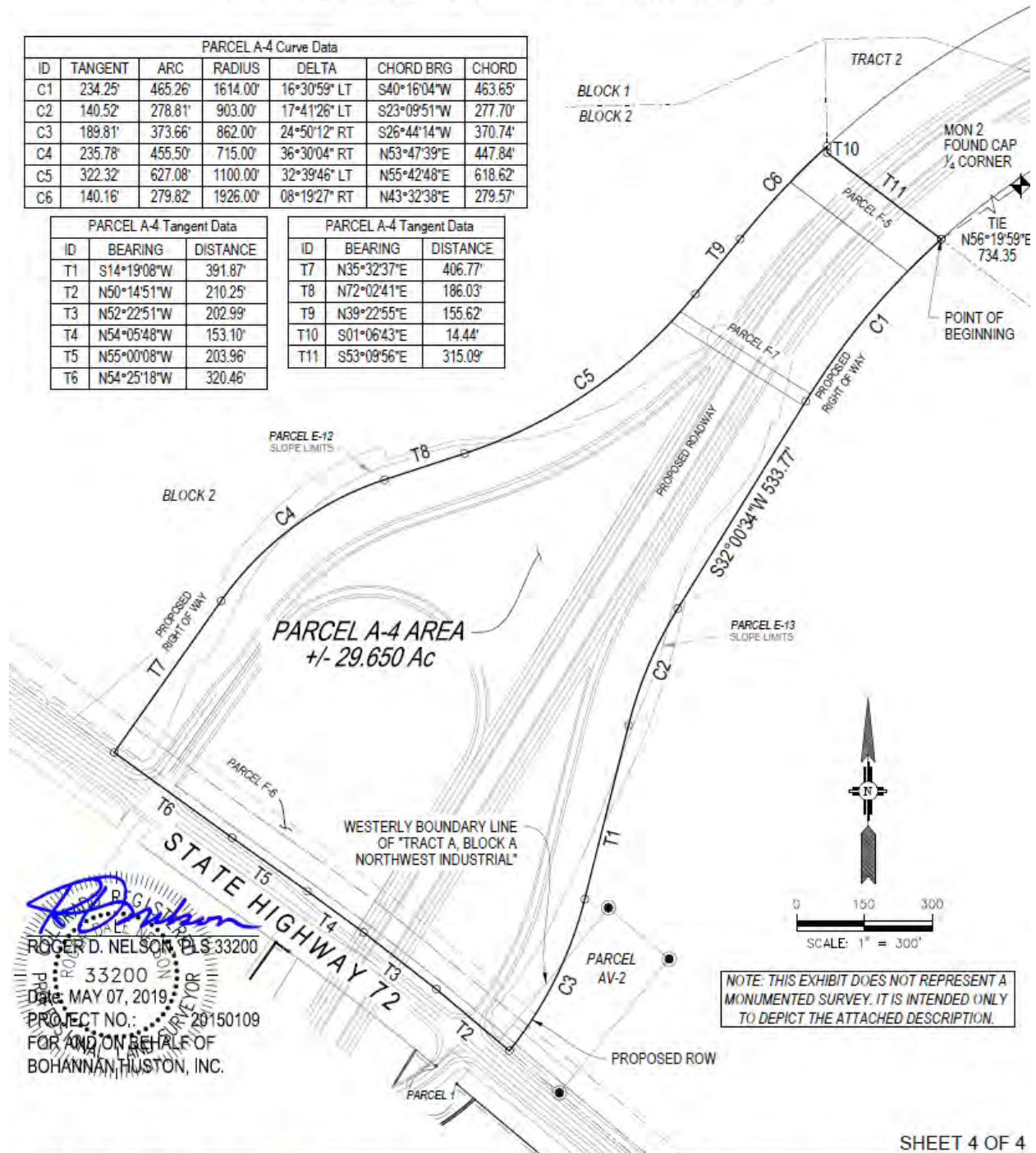
PARCEL A-4 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

PARCEL A-4 EXHIBIT

PARCEL A-4 Curve Data						
ID	TANGENT	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	234.25'	465.26'	1614.00'	16°30'59" LT	S40°16'04"W	463.65'
C2	140.52'	278.81'	903.00'	17°41'26" LT	S23°09'51"W	277.70'
C3	189.81'	373.66'	862.00'	24°50'12" RT	S26°44'14"W	370.74'
C4	235.78'	455.50'	715.00'	36°30'04" RT	N53°47'39"E	447.84'
C5	322.32'	627.08'	1100.00'	32°39'46" LT	N55°42'48"E	618.62'
C6	140.16'	279.82'	1926.00'	08°19'27" RT	N43°32'38"E	279.57'

PARCEL A-4 Tangent Data		
ID	BEARING	DISTANCE
T1	S14°19'08"W	391.87'
T2	N50°14'51"W	210.25'
T3	N52°22'51"W	202.99'
T4	N54°05'48"W	153.10'
T5	N55°00'08"W	203.96'
T6	N54°25'18"W	320.46'

PARCEL A-4 Tangent Data		
ID	BEARING	DISTANCE
T7	N35°32'37"E	406.77'
T8	N72°02'41"E	186.03'
T9	N39°22'55"E	155.62'
T10	S01°06'43"E	14.44'
T11	S53°09'56"E	315.09'



ROGER D. NELSON, PLS 33200
 Date: MAY 07, 2019
 PROJECT NO.: 20150109
 FOR AND ON BEHALF OF
 BOHANNAN HUSTON, INC.

Bohannon  **Huston**

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 Englewood, CO 80112 (303) 799-5103

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THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PROVIDED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE USER'S RISK OF THE USER.

Exhibit A-5
(Intentionally Deleted pursuant to Paragraph 2.1(b))

EXHIBIT 'A-6'
JEFFERSON PARKWAY PUBLIC AUTHORITY
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, THENCE N66°04'15"W A DISTANCE OF 737.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PROPOSED FUTURE JEFFERSON PARKWAY, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY S89°55'42"W A DISTANCE OF 480.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY N00°04'18"W A DISTANCE OF 80.00 FEET; THENCE N89°55'42"E A DISTANCE OF 480.00 FEET; THENCE S00°04'18"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.882 ACRES (38,400 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
AUGUST 06, 2014
REVISED OCTOBER 02, 2014
REVISED JANUARY 21, 2015



EXHIBIT A-6
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
SHEET 2 OF 2

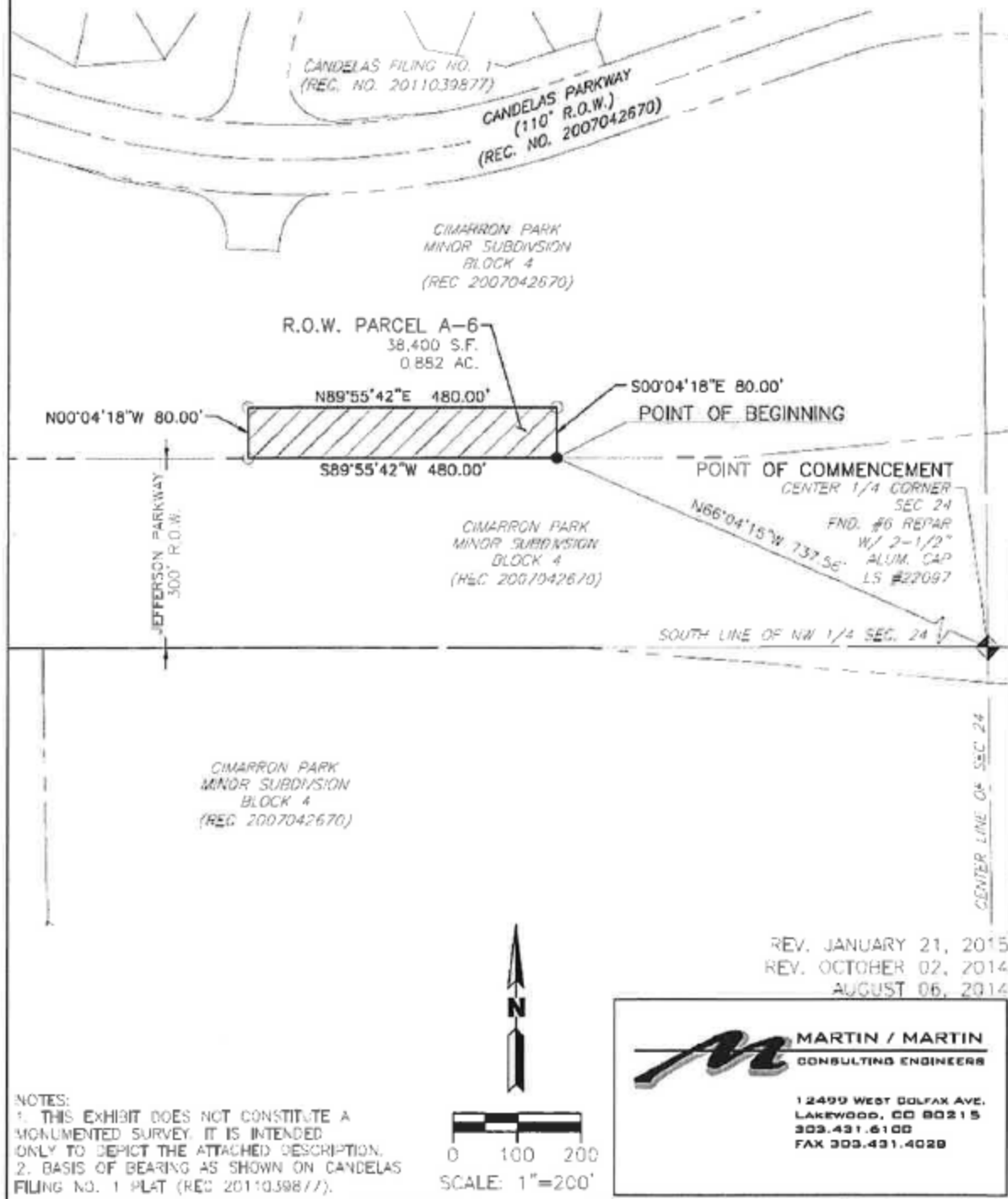


EXHIBIT 'A-7'
JEFFERSON PARKWAY PUBLIC AUTHORITY
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24, THENCE ALONG THE NORTH SECTION LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 S89°55'42"W A DISTANCE OF 639.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PROPOSED FUTURE JEFFERSON PARKWAY, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY S85°04'24"E A DISTANCE OF 354.36 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY S61°14'12"W A DISTANCE OF 180.28 FEET; THENCE S04°55'36"W A DISTANCE OF 130.00 FEET; THENCE N85°04'24"W A DISTANCE OF 194.33 FEET; THENCE S89°55'42"W A DISTANCE OF 134.33 FEET; THENCE N00°04'18"W A DISTANCE OF 130.00 FEET; THENCE N56°22'53"W A DISTANCE OF 180.28 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY; THENCE N89°55'42"E A DISTANCE OF 294.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.133 ACRES (92,901 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
AUGUST 06, 2014
REVISED OCTOBER 02, 2014
REVISED JANUARY 21, 2015



EXHIBIT A-7
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
 SHEET 2 OF 2

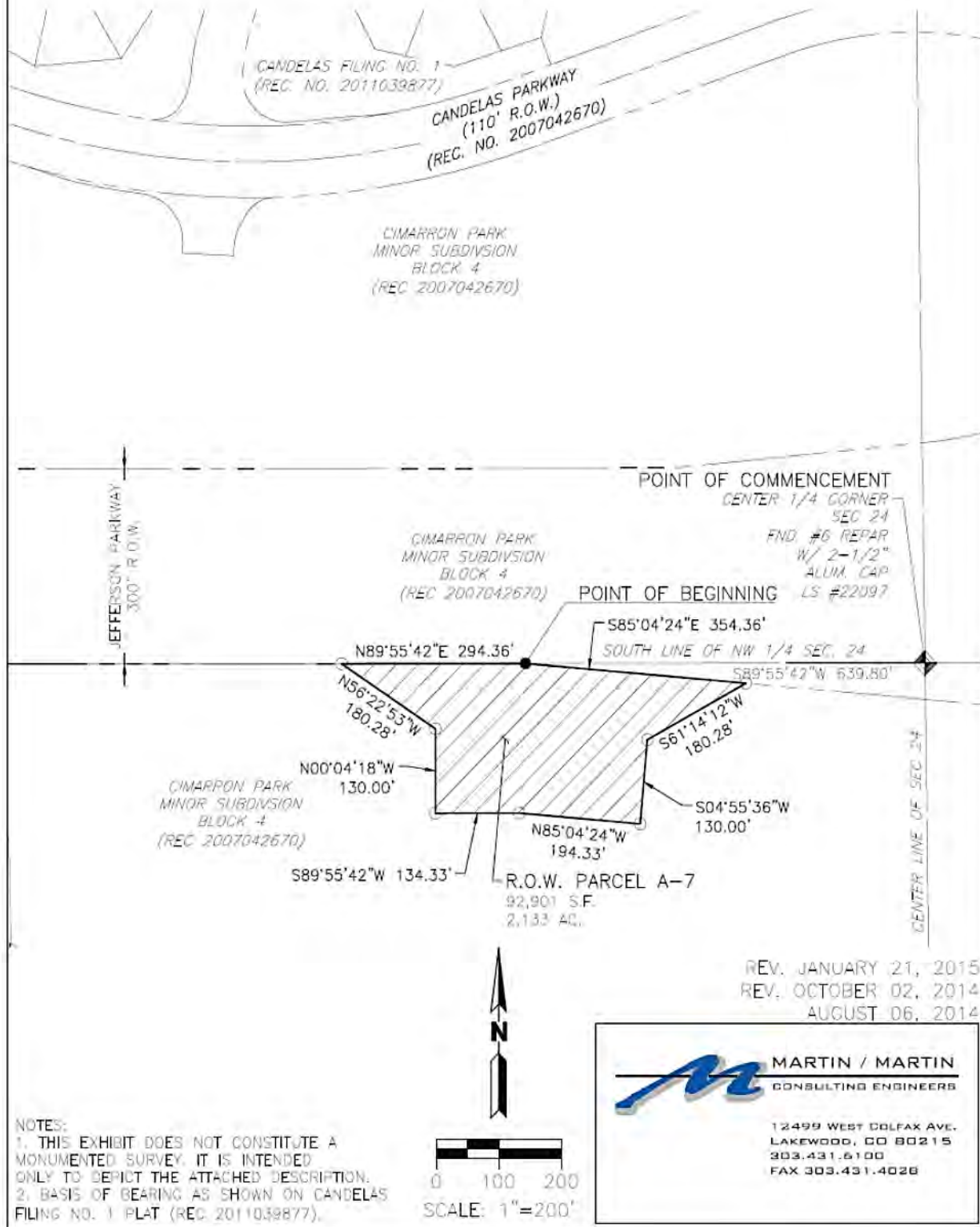


Exhibit AV-1
(Parcel AV-1 Pursuant to Paragraph 2.3)

PARCEL AV-1 DESCRIPTION

A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NUMBER F0126099 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON OCTOBER 5, 1995 ALSO KNOWN AS TRACT A, BLOCK A NORTHWEST INDUSTRIAL BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 35°48'47" W A DISTANCE OF 2302.95 FEET TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F0126099:

1. S 50°15'17" E ALONG A LINE PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY FENCE OF STATE HIGHWAY NUMBER 72 A DISTANCE OF 175.00 FEET;

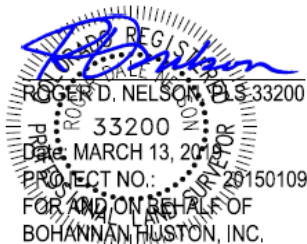
2. **THENCE** S 39°44'43" W A DISTANCE OF 330.00 FEET;

3. **THENCE** N 50°15'17" W ALONG A LINE 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY FENCE OF STATE HIGHWAY NUMBER 72 A DISTANCE OF 175.00 FEET;

4. **THENCE** N 39°44'43" E A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**

PARCEL CONTAINS ± 1.326 ACRES (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE THE NORTHEAST ONE-QUARTER OF SAID SECTION 23 AS BEARING N 01°06'02" W. THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 1 OF 2

Bohannon Huston

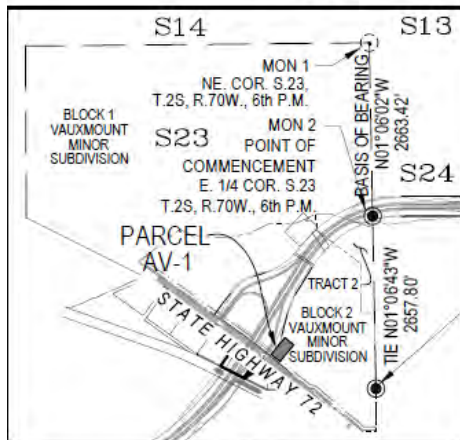
Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

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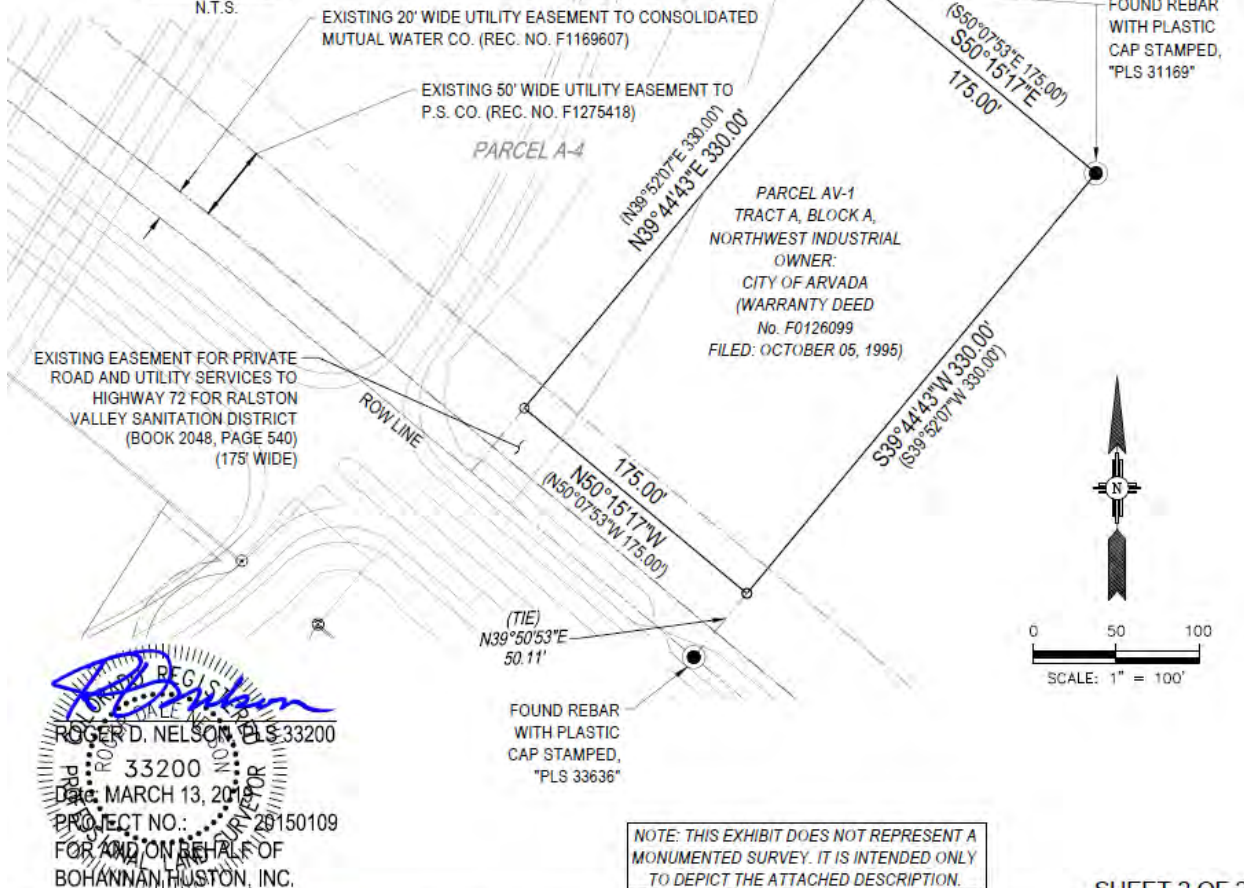
PARCEL AV-1 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

PARCEL AV-1 EXHIBIT



LOCATION MAP

N.T.S.



REGISTERED PROFESSIONAL SURVEYOR
 ROGER D. NELSON, PLS 33200
 DATE: MARCH 13, 2019
 PROJECT NO.: 20150109
 FOR AND ON BEHALF OF
 BOHANNAN HUSTON, INC.

SHEET 2 OF 2

Bohannon & Huston

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 Englewood, CO 80112 (303) 799-5103

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PARCEL AV-1 EXHIBIT
 SOUTHEAST QUARTER OF SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 70 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
 OF JEFFERSON, STATE OF COLORADO

Exhibit AV-2
(Parcel AV-2 Pursuant to Paragraph 2.3)

PARCEL AV-2 DESCRIPTION

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F0129041 RECORDED ON OCTOBER 12, 1995 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 32°31'27" W A DISTANCE OF 2648.54 FEET TO THE **POINT OF BEGINNING**;

THENCE N 50°15'17" W ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F0129041 NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 145.98 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°30'05", HAVING A RADIUS OF 862.00 FEET, A CHORD BEARING N 30°04'21" E A DISTANCE OF 172.74 FEET AND AN ARC DISTANCE OF 173.04 FEET;

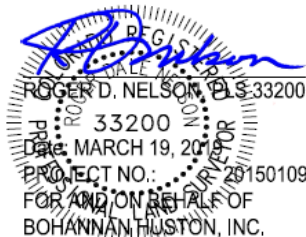
THENCE N 39°44'43" E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 159.71 FEET;

THENCE S 50°15'17" E ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F0129041 A DISTANCE OF 175.00 FEET;

THENCE S 39°44'43" W ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F0129041 A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS ± 1.2575 ACRES (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE THE NORTHEAST ONE-QUARTER OF SAID SECTION 23 AS BEARING N 01°06'02" W. THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 1 OF 2

Bohannon  **Huston**

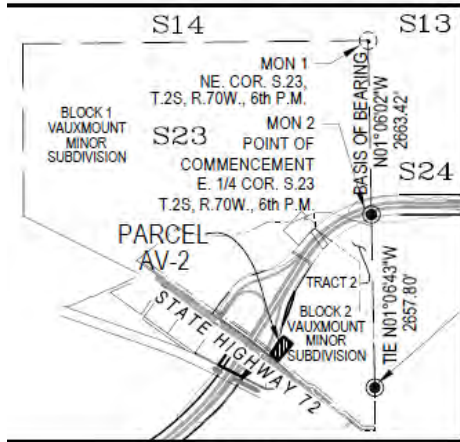
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PARCEL AV-2 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

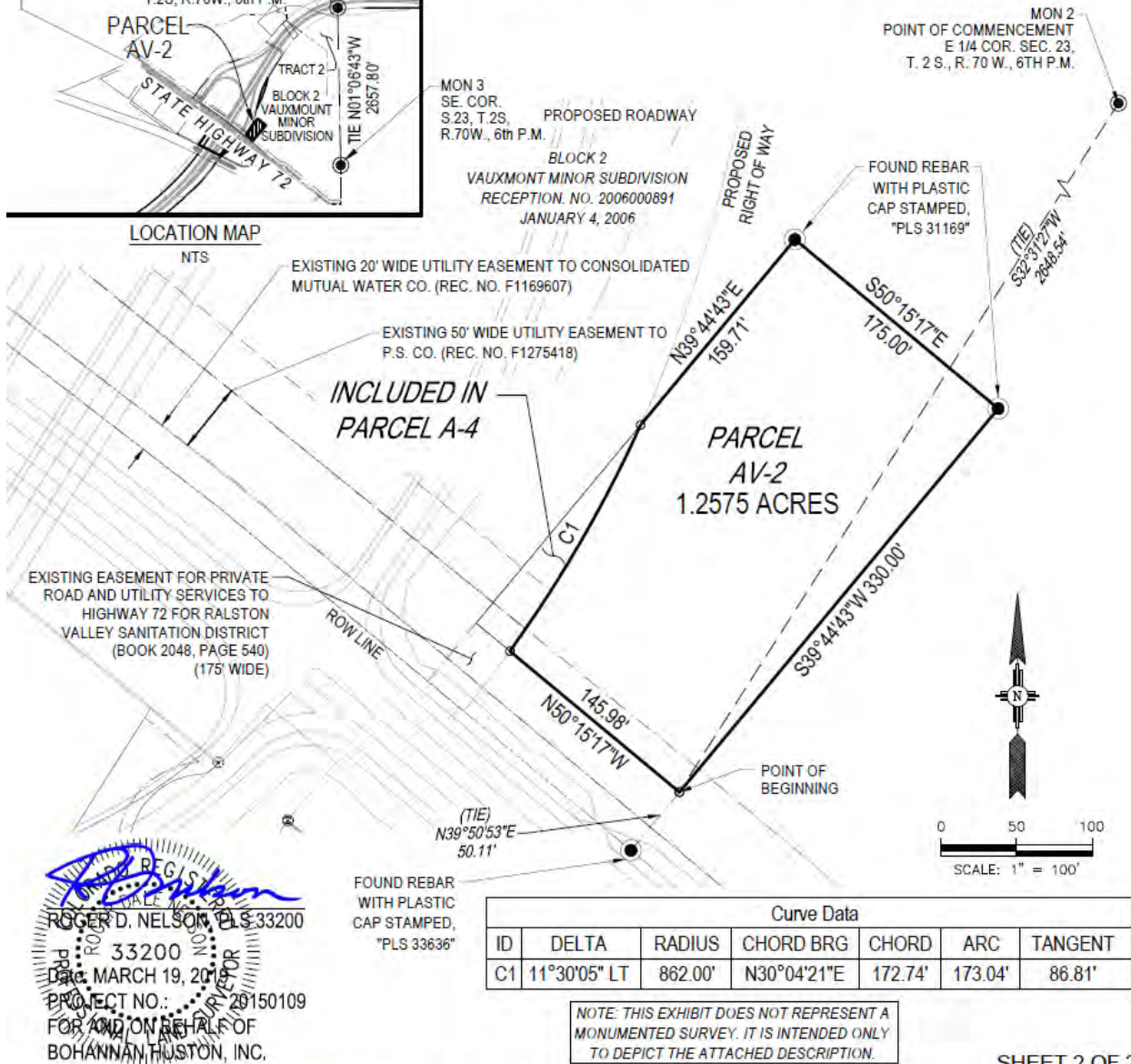
PARCEL AV-2 EXHIBIT



LOCATION MAP
NTS

MONUMENTS:
 MON 1 - FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED, "S14 S13 S23 S24"
 MON 2 - FOUND #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097"
 MON 3 - FOUND 1" STEEL ROD WITH 2" ALUMINUM CAP STAMPED, "27258 T2S S23 S24 S26 S26 R70W1995"

NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.



REGISTERED PROFESSIONAL ENGINEER
 ROGER D. NELSON, PLS 33200
 DATE: MARCH 19, 2015
 PROJECT NO.: 20150109
 FOR AND ON BEHALF OF
 BOHANNAN HUSTON, INC.

Bohannon Huston

Meridian One 9785 Maroon Circle, Suite 140
 Englewood, CO 80112 (303) 799-5103

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

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PARCEL AV-2 EXHIBIT
 SOUTHEAST QUARTER OF SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 70 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
 OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Munsey L. Ayers, Jr. [030724-0010]

No Documentary Transfer Tax Payable
Consideration under \$500
C.R.S. § 39-13-102(2)(a)

EXHIBITS B-1 THROUGH B-3
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

Exhibit B-1

(Reconveyance Deed – Exhibits Intentionally Deleted – Pursuant to Paragraph 2.4(a))

Special Warranty Deed

[Statutory Form – C.R.S. § 38-30-113]

THE CITY OF ARVADA, a Colorado municipal corporation (“**Grantor**”), whose street address is 8101 Ralston Road, Arvada, Colorado, 80001, Attn: City Manager, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to **CIMARRON COMMERCIAL, LLC**, a Colorado limited liability company (“**Grantee**”), whose street address is 20009 Highway 72, Arvada, Colorado, 80007, Attn: Gregg Bradbury, Charles McKay and Jeffrey Nading, the parcels of real property legally described and graphically depicted in **Exhibit A** attached hereto and made a part hereof (collectively, the “**Property**”), with all its appurtenances. Grantor warrants title to the same against all persons claiming under Grantor, subject to the matters set forth in **Exhibit B** attached hereto and made a part hereof.

Signed as of the ____ day of _____, 2019.

CITY OF ARVADA, COLORADO,
a political subdivision of the State of Colorado

By: _____
Name: Marc Williams
Title: Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

[Exhibits to Form of Deed Intentionally Omitted]

Exhibit B-1, page 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jefferson Parkway Public Highway Authority
P.O. Box 1108
Arvada, Colorado 80001
Attention: Executive Director

No Documentary Transfer Tax Payable
Consideration under \$500
C.R.S. § 39-13-102(2)(a)

Exhibit B-2

(2019 ROW Deed – Exhibits Intentionally Omitted – Pursuant to Paragraph 2.4(b))

SPECIAL WARRANTY DEED

[Statutory Form – C.R.S. § 38-30-113]

CIMARRON COMMERCIAL, LLC, a Colorado limited liability company (“**Grantor**”), whose street address is 20009 Highway 72, Arvada, Colorado 80007, Attn: Gregg Bradbury, Charles McKay and Jeffrey Nading, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (“**Grantee**”), whose street address is c/o City of Arvada City Manager’s Office, 8101 Ralston Road, Arvada, Colorado 80001-8181, Attn: Executive Director, the real property that is described on **Exhibit A** attached hereto and made a part hereof (collectively, the “**Property**”), with all its appurtenances. Grantor warrants title to the same against all persons claiming under Grantor, subject to the following deed restriction, reservations and permitted exceptions:

A. Deed Restriction. Without Grantor’s prior written consent in its sole discretion, Grantee and its successors and assigns shall utilize the Property solely for pre-construction activities, construction, reconstruction, operation, maintenance, repair and replacement of a “**Public Highway**” as that term is defined in the Public Highway Authority Law at Section 43-4-503(12), C.R.S., pursuant to and in accordance with the terms and conditions of the Second Amended and Restated Intergovernmental Agreement for The Jefferson Parkway entered into as of [_____,] 2019 (the “**Amended Parkway IGA**”) by and among Grantor, Grantee, Jefferson Center Metropolitan District No. 2 (“**District 2**”), Jefferson Center Metropolitan District No. 1 (“**District 1**”, together with District 2 sometimes collectively referred to herein as the “**Districts**”) and the City of Arvada (the “**City**”), such uses being the “**Allowed Use**,” and for no other uses. Grantee expressly acknowledges and agrees that the foregoing deed restriction is in consideration of Grantor’s conveyance of the Property to Grantee at no cost to Grantee, and that the sole and express purpose of such conveyance and Grantee’s acquisition of the Property is to facilitate the Allowed Use.

B. Reservations. Grantor reserves to itself and its successors and assigns:

1. Prior to commencement of construction of (or pre-construction activities relating to) the Public Highway, the right to utilize the Property for the purposes described in, and subject to the terms and conditions set forth in, Paragraph 9.0 of the Amended Parkway IGA.

2. The “2019 Reserved Easements,” as defined in the Amended Parkway IGA and as more particularly described, and subject to the terms and conditions set forth, in **Exhibit B** attached hereto and made a part hereof.

3 To the extent located in and/or under the Property, all of Grantor’s right, title and interest in and to any ground water, subsurface estates and mineral rights, including, without limitation, any rights to explore for and/or extract, or to be paid royalties in connection therewith, oil, natural gas, hydrocarbon products, gravel, sand, coal, and/or hard rock minerals (“**Subsurface Rights**”); provided, however, that Grantor (and/or its successors and assigns with respect to the Subsurface Rights):

(i) unconditionally relinquishes any and all rights to enter upon or use the surface of the Property for the purpose of exercising the Subsurface Rights;

(ii) shall provide written notice to Grantee prior to exercising any Subsurface Rights;

(iii) shall not exercise the Subsurface Rights in any way which interferes with the construction or operation of the Public Highway;

(iv) shall indemnify and hold Grantee (and any successor to Grantee as owner of the Property) harmless for any damage to, or destruction of, or reduction in use and utility of the Public Highway to the extent resulting from exercise the Subsurface Rights or conveyance of the Subsurface Rights to a third party; and

(v) shall include the foregoing restrictions and indemnification in any deeds or other conveyance instruments conveying the Subsurface Rights to any third party.

C. **Permitted Exceptions.** The matters set forth on **Exhibit C** attached hereto and made a part hereof.

If and to the extent that the deed restriction set forth in clause A above would otherwise be unlawful or void for violation of the rule against perpetuities or any other applicable statute or common law rule analogous thereto, or otherwise imposing limitations upon the time for which such deed restriction may be valid, then the deed restriction shall continue and endure only until the expiration of a period of ninety (90) years after the date set forth below

[Remainder of page intentionally left blank; signatures on following page]

Signed as of the [____ day of _____], 2019.

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: Cimarron Holding Company, LLC,
a Colorado limited liability company,
its Managing Member

By: _____
Charles C. McKay, Manager

By: _____
Gregg A. Bradbury, Manager

By: _____
Jeffrey L. Nading, Manager

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Charles C. McKay as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gregg A. Bradbury as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jeffrey L. Nading as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[Exhibits to Form of Deed Intentionally Omitted]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jefferson Parkway Public Highway Authority
P.O. Box 1108
Arvada, Colorado 80001
Attention: Executive Director

No Documentary Transfer Tax Payable
Consideration under \$500
C.R.S. § 39-13-102(2)(a)

Exhibit B-3

(Arvada ROW Deed – Exhibits Intentionally Omitted – Pursuant to Paragraph 2.5)

SPECIAL WARRANTY DEED

[Statutory Form – C.R.S. § 38-30-113]

THE CITY OF ARVADA, a Colorado municipal corporation (“**Grantor**”), whose street address is 8101 Ralston Road, Arvada, Colorado, 80001, Attn: City Manager, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (“**Grantee**”), whose street address is c/o City of Arvada City Manager’s Office, 8101 Ralston Road, Arvada, Colorado 80001-8181, Attn: Executive Director, the parcel of real property legally described and graphically depicted in **Exhibit A** attached hereto and made a part hereof (the “**Property**”), with all its appurtenances subject to the following:

Grantor acquired the Property from Cimarron Commercial LLC (“**CCLLC**”) pursuant to that certain Special Warranty Deed recorded on July 24, 2015, at Reception No. 2015077184 (“**Grantor’s Vesting Deed**”). Grantor’s title to the Property and Grantor’s conveyance of the Property to Grantee is subject to, *inter alia*, the deed restriction and reservations stated in Paragraphs A and B of Grantor’s Vesting Deed and, accordingly, Grantor warrants title to the Property against all persons claiming under Grantor, subject to the following deed restriction, reservations and permitted exceptions.

A. **Deed Restriction.** Pursuant to Paragraph A of Grantor’s Vesting Deed:

Without CCLLC’s prior written consent in its sole discretion, Grantee and its successors and assigns shall utilize the Property solely for pre-construction activities, construction, reconstruction, operation, maintenance, repair and replacement of a “**Public Highway**” as that term is defined in the Public Highway Authority Law at Section 43-4-503(12), C.R.S., pursuant to and in accordance with the terms and conditions of the Second Amended and Restated Intergovernmental Agreement for The Jefferson Parkway entered into as of [_____,] 2019 (the “**Parkway IGA**”) by and among Grantor, Grantee, Jefferson Center Metropolitan District No. 2, Jefferson Center Metropolitan District No. 1, Cimarron Development Company and CCLLC, such uses being the “**Allowed Use**,” and for no other uses. The foregoing deed restriction is in consideration of Grantor’s conveyance of the Property to Grantee at no cost to Grantee (and CCLLC’s prior conveyance of the Property to Grantor at no cost to Grantor pursuant to Grantor’s Vesting Deed), and the sole and express purpose of such conveyance and Grantee’s acquisition of the Property is to facilitate the Allowed Use.

B. **Reservations.** Pursuant to Paragraph B of Grantor’s Vesting Deed, CCLLC reserved to and for the benefit of itself and its successors and assigns, and Grantor’s conveyance

of the Property to Grantee pursuant to this Special Warranty Deed is subject to, the following reserved rights:

1. Prior to commencement of construction of (or pre-construction activities relating to) the Public Highway, CCLLC's (and its successors and assigns) right to utilize the Property for the purposes described in, and subject to the terms and conditions set forth in, Paragraph 9.0 of the Parkway IGA.

2. The "2019 Reserved Easements," as defined in the Parkway IGA and as more particularly described, and subject to the terms and conditions set forth, in **Exhibit B** attached hereto and made a part hereof. It is specifically acknowledged that Modified Reserved Parcel F-3, as defined in the Parkway IGA and as set forth in Exhibit B-3 hereto, replaces and supersedes in all respects the corresponding reserved easement set forth in Exhibit B-3 to Grantor's Vesting Deed, and CCLLC as grantor pursuant to Grantor's Vesting Deed acknowledges and consents thereto, as evidenced by signature below.

3 To the extent located in and/or under the Property, all of CCLLC's right, title and interest in and to any ground water, subsurface estates and mineral rights, including, without limitation, any rights to explore for and/or extract, or to be paid royalties in connection therewith, oil, natural gas, hydrocarbon products, gravel, sand, coal, and/or hard rock minerals ("**Subsurface Rights**"); provided, however, that CCLLC (and/or its successors and assigns with respect to the Subsurface Rights):

(i) unconditionally relinquished any and all rights to enter upon or use the surface of the Property for the purpose of exercising the Subsurface Rights;

(ii) shall provide written notice to Grantee prior to exercising any Subsurface Rights;

(iii) shall not exercise the Subsurface Rights in any way which interferes with the construction or operation of the Public Highway;

(iv) shall indemnify and hold Grantee (and any successor to Grantee as owner of the Property) harmless for any damage to, or destruction of, or reduction in use and utility of the Public Highway to the extent resulting from exercise the Subsurface Rights or conveyance of the Subsurface Rights to a third party; and

(v) shall include the foregoing restrictions and indemnification in any deeds or other conveyance instruments conveying the Subsurface Rights to any third party.

C. **Permitted Exceptions.** The matters set forth on **Exhibit C** attached hereto and made a part hereof.

If and to the extent that the deed restriction set forth in clause A above would otherwise be unlawful or void for violation of the rule against perpetuities or any other applicable statute or common law rule analogous thereto, or otherwise imposing limitations upon the time for which such deed

restriction may be valid, then the deed restriction shall continue and endure only until the expiration of a period of ninety (90) years after the date set forth below.

Signed as of the _____ day of _____, 2019.

CITY OF ARVADA, COLORADO,
a political subdivision of the State of Colorado

By: _____
Name: Marc Williams
Title: Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

Consent of CCLLC to effect of Paragraph B.2 above:

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: Cimarron Holding Company, LLC,
a Colorado limited liability company,
its Managing Member

By: _____
Charles C. McKay, Manager

By: _____
Gregg A. Bradbury, Manager

By: _____
Jeffrey L. Nading, Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Munsey L. Ayers, Jr. [030724-0010]

No Documentary Transfer Tax Payable
Consideration under \$500
C.R.S. § 39-13-102(2)(a)

EXHIBITS C-1, C-2 AND C-3
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

Exhibit C-1

(Arvada Quit Claim Deed– Exhibits Intentionally Omitted – Pursuant to Paragraph 2.6(a))

QUITCLAIM DEED

(Parcel A-4; 2015 Access Control Line)

THE CITY OF ARVADA, a Colorado municipal corporation (“**Grantor**”), whose street address is 8101 Ralston Road, Arvada, Colorado, 80001, Attn: City Manager, for the consideration of ten dollars (\$10.00), in hand paid, hereby sells and quitclaims to **CIMARRON COMMERCIAL, LLC**, a Colorado limited liability company (“**Grantee**”), whose street address is 20009 Highway 72, Arvada, Colorado, 80007, Attn: Gregg Bradbury, Charles McKay and Jeffrey Nading, each and every right or rights of access into and from any part of the right-of-way of the Jefferson Parkway Public Highway, along or across the access line described in **Exhibit A** attached to and hereby incorporated in this instrument, which Grantee previously conveyed to Grantor pursuant to that certain quitclaim deed recorded in the real property records of the Jefferson County Clerk and Recorder on July 24, 2015 at Reception No. 2015077383.

Signed as of the ____ day of _____, 2019.

CITY OF ARVADA, COLORADO,
a political subdivision of the State of Colorado

By: _____
Name: Marc Williams
Title: Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

[Exhibits to Form of Deed Intentionally Omitted]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jefferson Parkway Public Highway Authority
P.O. Box 1108
Arvada, Colorado 80001
Attention: Executive Director

No Documentary Transfer Tax Payable
Consideration under \$500
C.R.S. § 39-13-102(2)(a)

Exhibit C-2

(2019 Access Control Deed– Exhibits Intentionally Omitted – Pursuant to Paragraph 2.6(b))

**ACCESS CONTROL DEED
(Quitclaim - No Points of Access)**

This Access Control Deed is made this _____ day of _____, 2019, between CIMARRON COMMERCIAL, LLC, a Colorado limited liability company (“**Grantor**”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, whose legal address is c/o City of Arvada City Manager’s Office, 8101 Ralston Road, Arvada, Colorado 80001-8181, Attn: Executive Director (“**Grantee**”).

For the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby conveys to the Grantee each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway, which shall be a public highway within the meaning of § 43-4-501, *et seq.*, C.R.S. (“**Jefferson Parkway**”), or any successor highway, from any part of the real property owned by the Grantor adjacent to the Jefferson Parkway, along or across the access line or lines described in **Exhibit A** attached to and hereby incorporated in this instrument.

This Access Control Deed shall not be construed as extinguishing or in any manner modifying the terms, conditions, rights or obligations of the “2019 Reserved Easements” as defined in and established by that certain Special Warranty Deed given by Grantor to Grantee conveying certain Jefferson Parkway parcels, recorded [____], 2019 at Reception No. [____], Jefferson County, Colorado and that certain Special Warranty Deed given by the City of Arvada (as grantee thereunder) to Grantee (as grantee thereunder) conveying certain Jefferson Parkway parcels, recorded [____], 2019 at Reception No. [____].

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: Cimarron Holding Company, LLC,
a Colorado limited liability company,
its Managing Member

By: _____
Charles C. McKay, Manager

By: _____
Gregg A. Bradbury, Manager

By: _____
Jeffrey L. Nading, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Charles C. McKay as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gregg A. Bradbury as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jeffrey L. Nading as Manager of Cimarron Holding Company, LLC, a Colorado limited liability company, Managing Member of Cimarron Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

[Exhibits to Form of Deed Intentionally Omitted]

Exhibit C-3

(Access Control Assignment – Exhibits Intentionally Omitted – Pursuant to Paragraph 2.6(c))

ASSIGNMENT OF ACCESS CONTROL LINES

(Parcels A-1, A-2, and A-3 pursuant to 2015 Access Control Deed)

This Assignment of Access Control Lines (“**Assignment**”) is made this ____ day of _____, 2019, between the CITY OF ARVADA a Colorado municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80001, as assignor (“**Arvada**”), and the JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado, whose address is 5555 West 56th Avenue, Arvada, Colorado 80002, as assignee (the “**Authority**”).

RECITALS

A. Arvada and Cimarron Commercial, LLC, a Colorado limited liability company (“**CCLLC**”), are parties to that certain Access Control Deed (Quitclaim – No Points of Access), dated July 23, 2015 and recorded in the office of the Jefferson County Clerk and Recorder on July 24, 2015 at Reception Number 2015077383, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “**2015 Access Control Deed**”).

B. Pursuant to the 2015 Access Control Deed, CCLLC (as grantor thereunder) conveyed to Arvada (as grantee thereunder) each and every right or rights of access to and from any part of the right-of-way of the Jefferson Parkway Public Highway (the “**Parkway**”), or any successor highway, from any part of the real property owned by CCLLC adjacent to the Parkway, along or across the access line or lines described in Exhibit A of the 2015 Access Control Deed.

C. The access control lines conveyed pursuant to the 2015 Access Control Deed include access control lines pertaining to Parcels A-1, A-2, A-3, and A-4, all as graphically depicted in Exhibit A of the 2015 Access Control Deed.

D. Subsequent to the execution of the 2015 Access Control Deed, Arvada, the Authority, and CCLLC, in addition to other parties, entered into that certain Second Amended and Restated Intergovernmental Agreement for the Jefferson Parkway dated as of [_____, ____], 2019 (the “**Amended Parkway IGA**”).

E. Except as otherwise expressly provided in this Assignment, all capitalized terms used in this Assignment have the meanings assigned to them in the Amended Parkway IGA.

F. To account for changed conditions, the passage of time, and the refinement of plans for the Parkway and commercial development adjacent to the Parkway, the Amended Parkway IGA requires, *inter alia*, changes to that portion of the access control line pertaining to Parcel A-4, as graphically depicted in the 2015 Access Control Deed. Pursuant to Paragraph 2.6 of the Amended Parkway IGA, the access control lines pertaining to Parcels A-1, A-2, and A-3, as graphically depicted in Exhibit A of the 2015 Access Control Deed, remain consistent with the 2019 ROW and the HDR Plans and, therefore, remain unchanged.

G. Accordingly, as provided in Paragraphs 2.6(a) and 2.6(b) of the Amended Parkway IGA, simultaneously with the full execution of this Assignment, by separate instruments: (1) Arvada is delivering to CCLLC a fully executed and recordable quit claim deed reconvening to CCLLC that portion of the access control line pertaining to Parcel A-4, as graphically depicted in Exhibit A of the 2015 Access Control Deed (the “**Arvada Quit Claim Deed**”), and (2) CCLLC is delivering to the Authority a fully executed and recordable access control deed quit claiming to the Authority that portion of the access control line pertaining to Parcel A-4, as graphically depicted in Exhibit A-4 of the Amended Parkway IGA.

H. As provided in Paragraph 2.6(c) of the Amended Parkway IGA, simultaneously with the full execution of the Amended Parkway IGA, Arvada shall deliver to the Authority a written assignment of Arvada’s rights with respect to the access control lines pertaining to Parcels A-1, A-2, and A-3, as graphically depicted in Exhibit A of the 2015 Access Control Deed.

I. In satisfaction of the requirements of Paragraph 2.6(c) of the Amended Parkway IGA, Arvada hereby desires to assign its right, title, and interest in and to the access control lines pertaining to Parcels A-1, A-2, and A-3, as graphically depicted in Exhibit A of the 2015 Access Control Deed to the Authority.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Arvada and the Authority agree as follows:

1. Arvada hereby assigns to the Authority, and the Authority hereby accepts from Arvada, all of Arvada’s right, title, and interest, in and to the access control lines pertaining to Parcels A-1, A-2, and A-3, as graphically depicted in Exhibit A of the 2015 Access Control Deed, attached hereto as Exhibit A.

2. Upon execution of this Assignment by Arvada and the Authority, and the execution of the Arvada Quit Claim Deed, Arvada shall have no further right, title, or interest in and to the 2015 Access Control Deed.

3. This Assignment shall be recorded in the office of the Jefferson County Clerk and Recorder. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

(Signatures Appear on Following Page)

CITY OF ARVADA, COLORADO,
A political subdivision of the State of Colorado

By: _____
Name: Marc Williams
Title: Mayor

ATTEST:

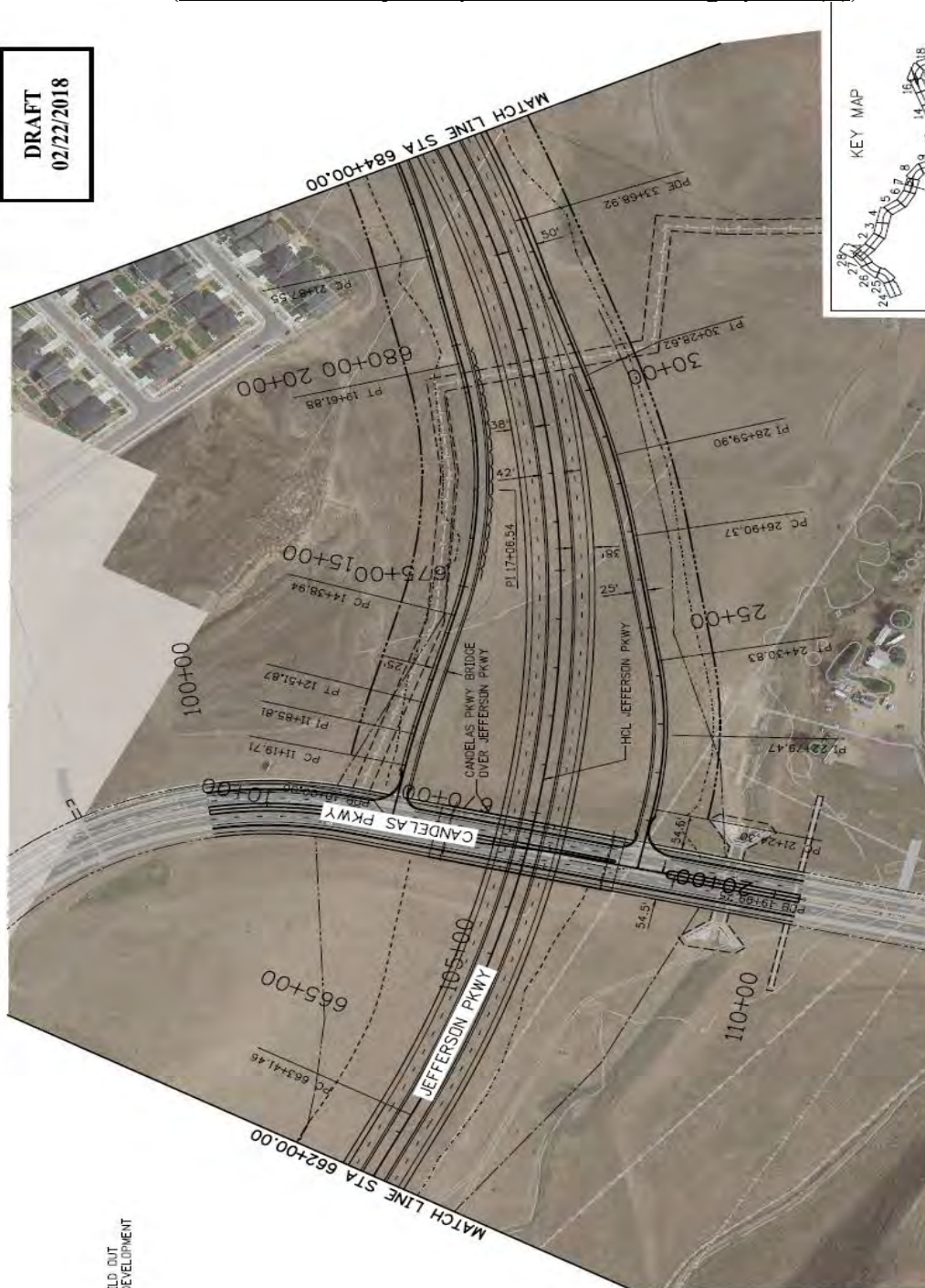
Kristen Rush, City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

[Exhibits to Form of Access Control Assignment Intentionally Omitted]

DRAFT
02/22/2018



1. TIMING OF CANDELAS RAMPS BUILD OUT
2. COORDINATION WITH CANDELAS DEVELOPMENT



LEGEND	
-----	-TOE OF FILL
-----	-TOP OF CUT
-----	-EDGE OF ROAD
-----	-RIGHT OF WAY
-----	-DRAINAGE WALL

Print Date: 2/22/2018
 File Name: JPR_RoadwayPlan_R0-10.dgn
 Horiz. Scale: 1:200
 Vert. Scale: As Noted
FCR
ATKINS
 8750 BROADWAY, SUITE 1400
 DENVER, COLORADO 80202
 PHONE: 303-754-5200
 FAX: 303-754-7039
 755A TERMINALLY WAY, SUITE 400
 DENVER, COLORADO 80237
 PHONE: 303-757-7275
 FAX: 303-757-4775

Sheet Revisions	
Date:	Comments



JEFFERSON PARKWAY
PUBLIC HIGHWAY AUTHORITY
P.O. 1108
ARVADA, CO 80001
Phone: 720-898-9750
FAX: 720-898-7515

As Constructed
No Revisions:
Revised:
Void:

JEFFERSON PARKWAY	
OPENING DAY ROADWAY PLAN	
STA 662+00.00 TO 684+00.00	
Designer:	Structure
Detailer:	Numbers
Sheet Subsets:	Sheet Sheets: of

Project No./Code	
	-
	-
Sheet Number	RD-10

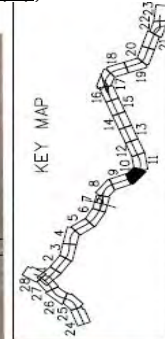


Exhibit D-3

(Master Map - Pursuant to Paragraph 4.0)

[Martin/Martin to provide when document is in final form.]

EXHIBIT E-1
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement - 0.880 acre)

EXHIBIT 'E-1'
JEFFERSON PARKWAY SLOPE EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE SLOPE EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE N43°18'04"E A DISTANCE OF 724.88 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES; 1) THENCE S59°44'00"W A DISTANCE OF 116.60 FEET TO A POINT OF CURVATURE; 2) THENCE 431.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1004.00 FEET, A CENTRAL ANGLE OF 24°38'46" AND A CHORD WHICH BEARS S72°09'23"W A DISTANCE OF 428.55 FEET TO A POINT OF TANGENCY; 3) THENCE S84°28'46"W A DISTANCE OF 320.84 FEET; THENCE N70°34'14"E A DISTANCE OF 330.17 FEET; THENCE N89°26'38"E A DISTANCE OF 136.19; THENCE N73°54'04"E A DISTANCE OF 395.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.880 ACRES (38,347 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015



EXHIBIT E-1
JEFFERSON PARKWAY SLOPE EASEMENT
 SHEET 2 OF 2

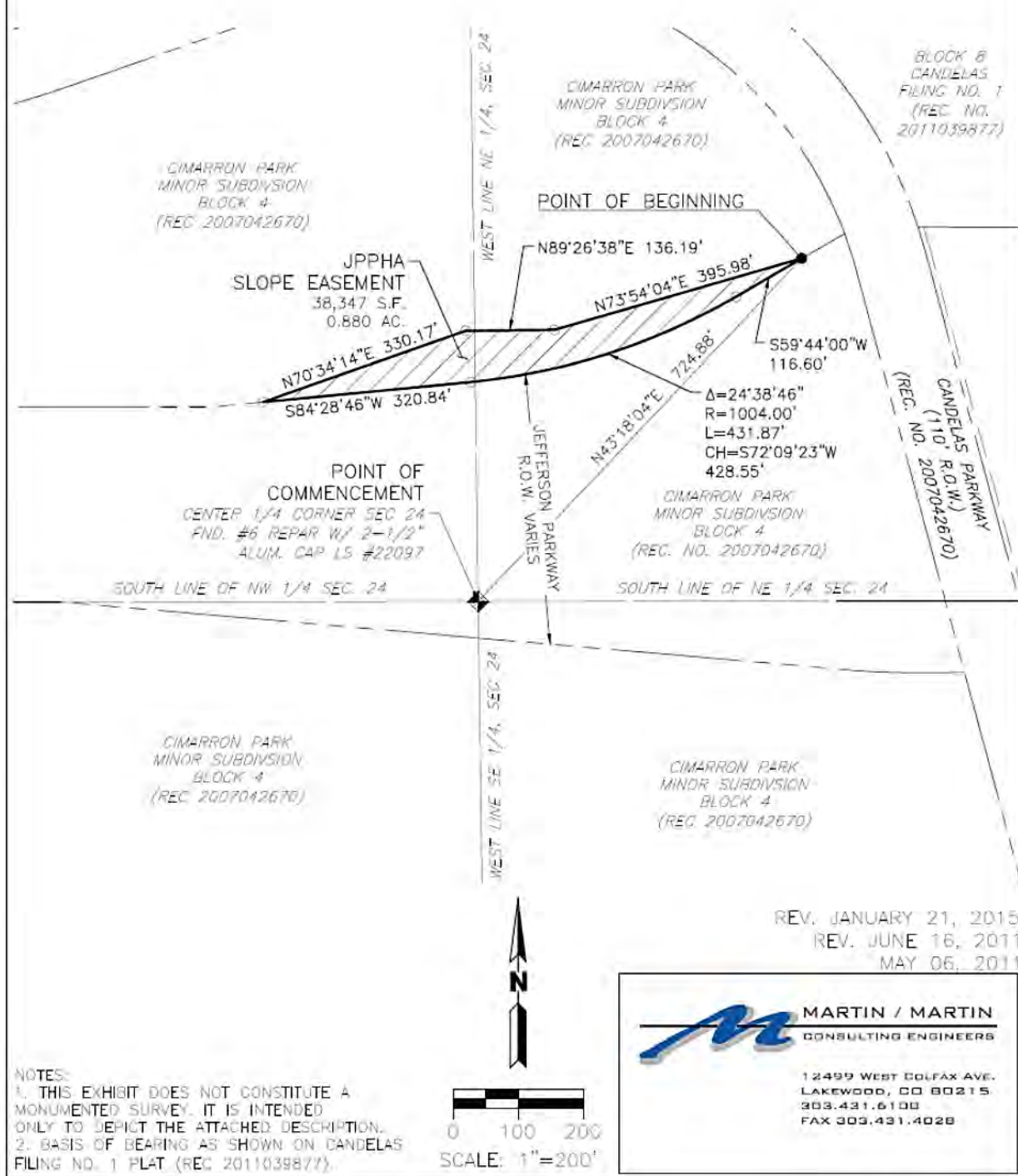


EXHIBIT E-2
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement - 0.032 acre)

EXHIBIT 'E-2'
JEFFERSON PARKWAY SLOPE EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE SLOPE EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE S83°47'02"W A DISTANCE OF 288.44 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE S85°04'24"E A DISTANCE OF 89.40 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S81°59'21"W A DISTANCE OF 139.95 FEET; THENCE N61°14'12"E A DISTANCE OF 56.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.032 ACRES (1,401 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015



EXHIBIT E-2

JEFFERSON PARKWAY SLOPE EASEMENT

SHEET 2 OF 2

CIMARRON PARK MINOR SUBDIVISION BLOCK 4 (REC. 2007042670)

CIMARRON PARK MINOR SUBDIVISION BLOCK 4 (REC. NO. 2007042670)

CIMARRON PARK MINOR SUBDIVISION BLOCK 4 (REC. 2007042670)

CIMARRON PARK MINOR SUBDIVISION BLOCK 4 (REC. 2007042670)

CIMARRON PARK MINOR SUBDIVISION BLOCK 4 (REC. 2007042670)

POINT OF COMMENCEMENT
CENTER 1/4 CORNER SEC. 24
FND. #6 REPAIR W/ 2-1/2"
ALUM. CAP LS #22097

S83°47'02"W 288.44'

S85°04'24"E 89.40'

POINT OF BEGINNING

SOUTH LINE OF NW 1/4 SEC. 24

N61°14'12"E 56.49'

JPPHA SLOPE EASEMENT
1,401 S.F.
0.032 AC.

S81°59'21"W 139.95'

WEST LINE NE 1/4, SEC. 24

R.O.W. VARIES

JEFFERSON PARKWAY

SOUTH LINE OF NE 1/4 SEC. 24

WEST LINE SE 1/4, SEC. 24

50' TEMPORARY CONSTRUCTION EASEMENT (EXPIRES APRIL 1995)
(REC. NO. 94191021 AND F0182498)

30' KINNEAR DITCH REPLACEMENT PIPELINE EASEMENT
(REC. NO. 94191021 AND F0182498)

REV. JANUARY 21, 2015
REV. JUNE 16, 2011
MAY 06, 2011

MARTIN / MARTIN CONSULTING ENGINEERS

12499 WEST COLFAX AVE.
LAKEWOOD, CO 80215
303.431.6100
FAX 303.431.4028

NOTES:
1. THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
2. BASIS OF BEARING AS SHOWN ON CANDELAS FILING NO. 1 PLAT (REC. 2011039877).

SCALE: 1"=200'

EXHIBIT E-3
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement - 0.904 acre)

EXHIBIT 'E-3'
JEFFERSON PARKWAY SLOPE EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE SLOPE EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE SOUTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE S51°35'28"W A DISTANCE OF 81.23 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PROPOSED FUTURE JEFFERSON PARKWAY AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES AND DISTANCES; 1) THENCE S85°04'24"E A DISTANCE OF 644.63 FEET TO A POINT OF CURVATURE; 2) THENCE 80.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 906.00 FEET, A CENTRAL ANGLE OF 05°05'36" AND A CHORD WHICH BEARS S87°37'12"E A DISTANCE OF 80.51 FEET TO A POINT OF TANGENCY; 3) THENCE N89°50'00"E A DISTANCE OF 88.55 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CANDELAS PARKWAY AS RECORDED AT RECEPTION NUMBER 2007042670; THENCE S15°04'22"E AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 82.13 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N88°11'17"W A DISTANCE OF 242.27 FEET; THENCE N70°17'25"W A DISTANCE OF 129.93 FEET; THENCE N82°21'45"W A DISTANCE OF 276.01 FEET; THENCE N75°42'06"W A DISTANCE OF 200.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.904 ACRES (39,373 SQ. FT.), MORE OR LESS.

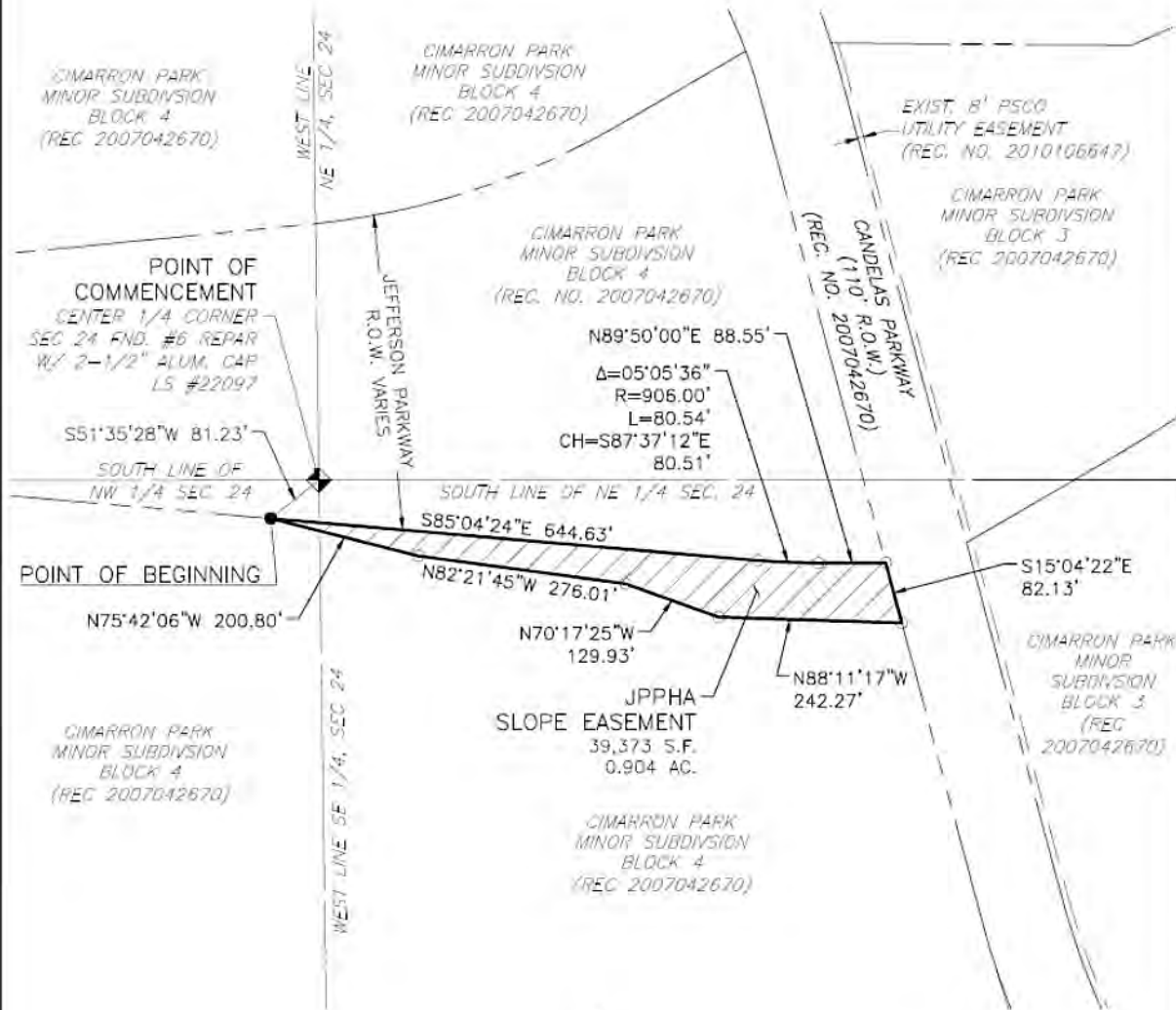
BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015

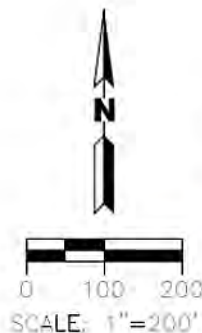


EXHIBIT E-3
JEFFERSON PARKWAY SLOPE EASEMENT
 SHEET 2 OF 2



REV. JANUARY 21, 2015
 REV. JUNE 16, 2011
 MAY 06, 2011

NOTES:
 1. THIS EXHIBIT DOES NOT CONSTITUTE A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 2. BASIS OF BEARING AS SHOWN ON CANDELAS FILING NO. 1 PLAT (REC 2011039877).





MARTIN / MARTIN
 CONSULTING ENGINEERS

12499 WEST COLFAX AVE.
 LAKEWOOD, CO 80215
 303.431.6100
 FAX 303.431.4028

EXHIBIT E-4
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement – 1.909 acre)

EXHIBIT 'E-4'
JEFFERSON PARKWAY SLOPE EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE SLOPE EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE S79°19'28"E A DISTANCE OF 892.14 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CANDELAS PARKWAY AS RECORDED AT RECEPTION NUMBER 2007042670, SAID POINT BEING THE POINT OF BEGINNING; THENCE N15°04'22"W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 85.91 FEET TO POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF PROPOSED FUTURE JEFFERSON PARKWAY; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) CONSECUTIVE COURSES: 1) N59°49'58"E A DISTANCE OF 205.61 FEET TO A POINT OF CURVATURE; 2) THENCE 493.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2356.00 FEET, A CENTRAL ANGLE OF 11°59'38" AND A CHORD WHICH BEARS N53°50'09"E A DISTANCE OF 492.29 FEET TO A POINT OF TANGENCY; 3) THENCE N47°50'20"E A DISTANCE OF 302.24 FEET; 4) THENCE N41°05'06"E A DISTANCE OF 148.08 FEET; 5) THENCE 150.45 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2450.00 FEET, A CENTRAL ANGLE OF 03°31'07" AND A CHORD WHICH BEARS N46°21'41"E A DISTANCE OF 150.43 FEET; THENCE S38°06'37"W A DISTANCE OF 453.96 FEET; THENCE S51°35'12"W A DISTANCE OF 440.18 FEET; THENCE S14°22'55"E A DISTANCE OF 75.21 FEET; THENCE S47°18'14"W A DISTANCE OF 187.62 FEET; THENCE S74°55'38"W A DISTANCE OF 247.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.909 ACRES (83,170 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BASIS OF BEARING ARE BASED ON THE PLATTED BEARING OF N89°58'12"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NO. 2007042669, AND DETERMINED BY THE MONUMENTS BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTH QUARTER CORNER AND BEING A FOUND NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED LS 31169 AT THE NORTHEAST CORNER OF SECTION 22.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
MAY 06, 2011
REVISED JUNE 16, 2011
REVISED JANUARY 21, 2015
REVISED JANUARY 10, 2018

**EXHIBIT E-4
JEFFERSON PARKWAY SLOPE EASEMENT
SHEET 2 OF 2**

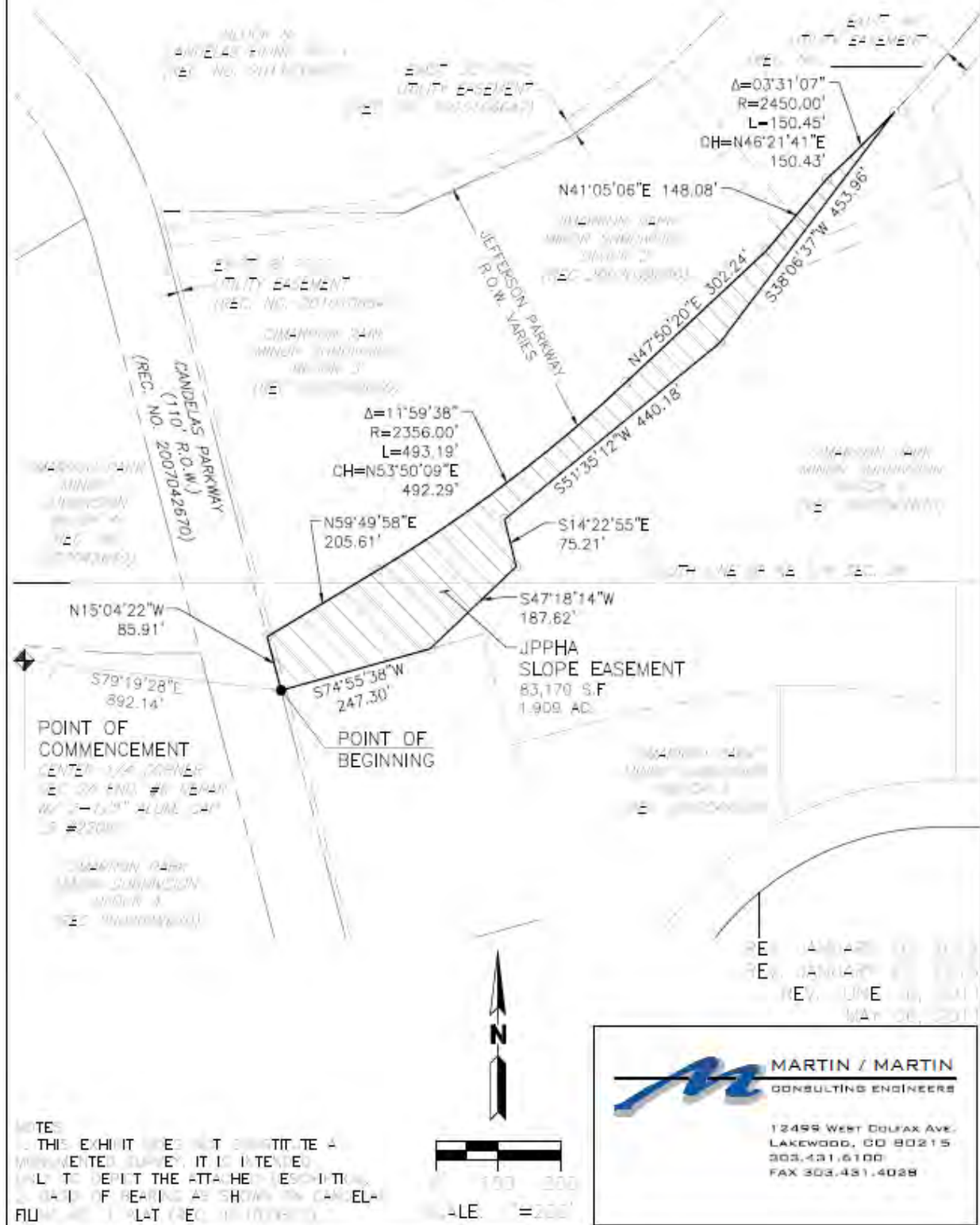


Exhibit E-4, page 2

EXHIBIT E-5
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-6
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-7
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-8
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-9
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-10
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-11
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Intentionally Deleted pursuant to Paragraph 4.1)

EXHIBIT E-12
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement – 1.399 acres)

PARCEL E-12 DESCRIPTION

A PARCEL OF LAND SITUATED IN BLOCK 2, VAUXMONT MINOR SUBDIVISION, RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 61°52'34" W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1778.63 FEET TO THE POINT OF BEGINNING;

THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°25'43", A RADIUS OF 1100.00 FEET, A CHORD BEARING OF S 69°19'49" W A DISTANCE OF 104.18 FEET AND AN ARC DISTANCE OF 104.22 FEET;

THENCE S 72°02'41" W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 186.03 FEET;

THENCE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°30'04", A RADIUS OF 715.00 FEET, A CHORD BEARING S 53°47'39" W A DISTANCE OF 447.84 FEET AND AN ARC DISTANCE OF 455.50 FEET;

THENCE S 35°32'37" W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 406.77 FEET TO THE SOUTHERLY LINE OF A 20 FEET WIDE UTILITY EASEMENT RECORDED AT RECEPTION NUMBER F1169607 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE;

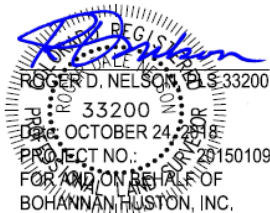
THENCE N 54°25'18" W ALONG THE SAID SOUTHERLY LINE OF A 20 FEET WIDE UTILITY EASEMENT A DISTANCE OF 118.57 FEET;

THENCE N 50°56'20" E A DISTANCE OF 249.13 FEET;

THENCE N 44°32'37" E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 189.34 FEET;

THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING CENTRAL ANGLE OF 46°46'04", A RADIUS OF 600.00 FEET, A CHORD BEARING N 49°50'39" E FOR A DISTANCE OF 476.27 FEET AND AN ARC DISTANCE OF 489.75 FEET;

THENCE S 16°46'19" E RADIAL WITH THE LAST DESCRIBED CURVE A DISTANCE OF 30.41 FEET;



SHEET 1 OF 4

Bohannon  Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA HAS BEEN PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

PARCEL E-12 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

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Wed, 24-Oct-2018 - 3:14 pm, Plotted by: ABRREGUN

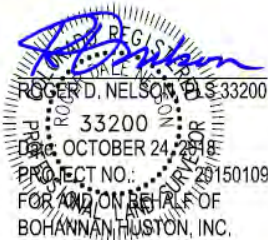
PARCEL E-12 DESCRIPTION

THENCE N 74°09'51" E A DISTANCE OF 156.73 FEET;

THENCE N 86°11'05" E A DISTANCE OF 119.15 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS ± 1.399 ACRES (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE THE NORTHEAST ONE-QUARTER OF SAID SECTION 23 AS BEARING N 01°06'02" W. THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 2 OF 4

Bohannon Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

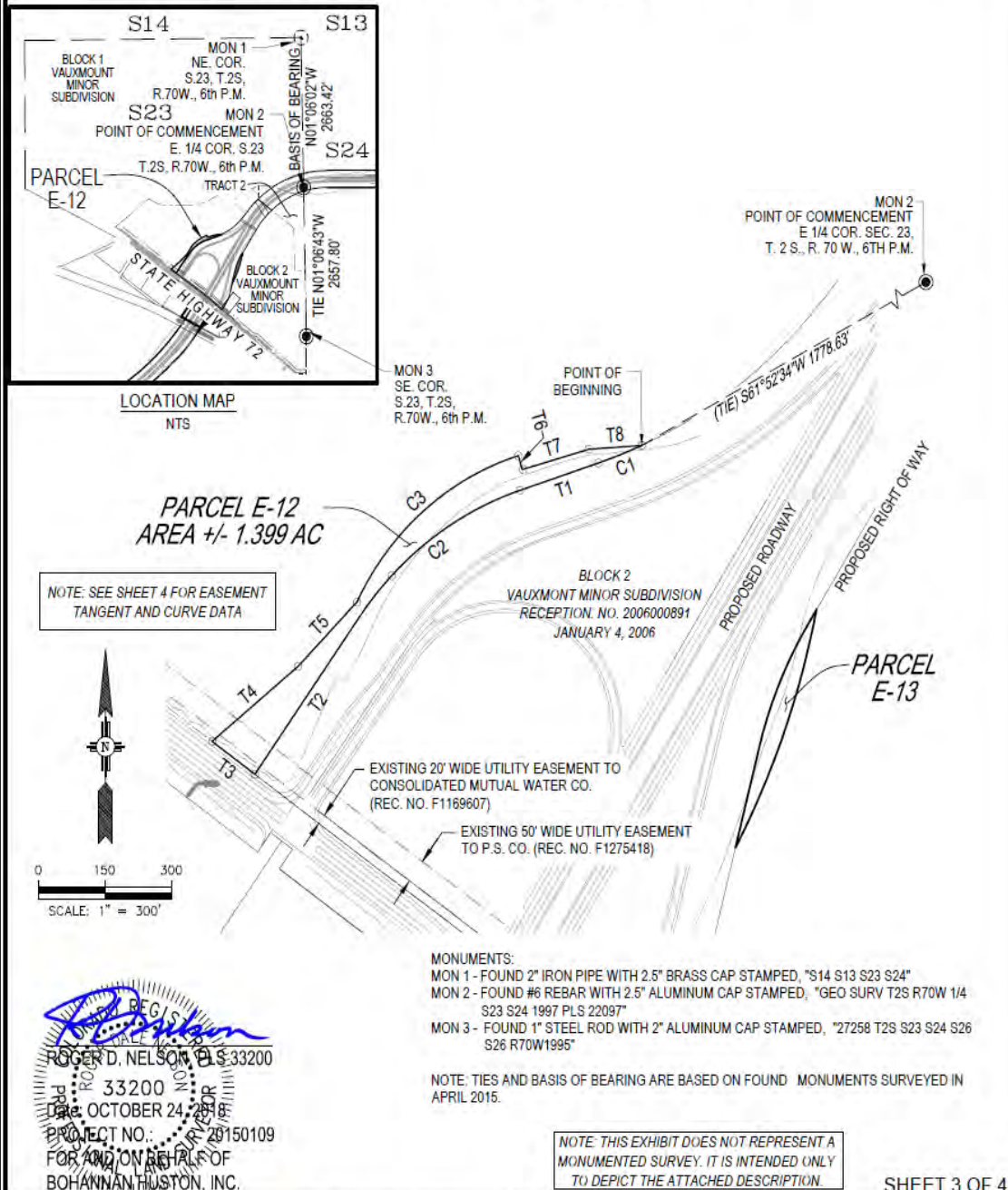
ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

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PARCEL E-12 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

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Wed, 24-Oct-2018 - 3:15 pm, Plotted by: AEREGUN

PARCEL E-12 EXHIBIT



Bohannon & Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA HAS BEEN PREPARED BY BOHANNAN & HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN & HUSTON, INC. SHALL BE AT THE USER'S RISK.

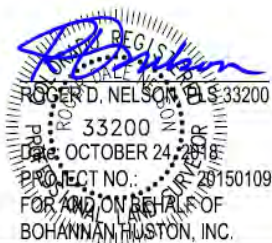
PARCEL E-12 EXHIBIT
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO

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Wed: 24-Oct-2018 - 3:13pm, Plotted by: ABE/EDUH

PARCEL E-12 EXHIBIT

Curve Data						
ID	DELTA	RADIUS	CHORD BRG	CHORD	ARC	TANGENT
C1	05°25'43" RT	1100.00'	S69°19'49"W	104.18'	104.22'	52.15'
C2	36°30'04" LT	715.00'	S53°47'39"W	447.84'	455.50'	235.78'
C3	46°46'04" RT	600.00'	N49°50'39"E	476.27'	489.75'	259.44'

Tangent Data		
ID	BEARING	DISTANCE
T1	S72°02'41"W	186.03'
T2	S35°32'37"W	406.77'
T3	N54°25'18"W	118.57'
T4	N50°56'20"E	249.13'
T5	N44°32'37"E	189.34'
T6	S16°46'19"E	30.41'
T7	N74°09'51"E	156.73'
T8	N86°11'05"E	119.15'



 ROGER D. NELSON, P.E. 33200

 Date: OCTOBER 24, 2018

 PROJECT NO.: 20150109

 FOR AND ON BEHALF OF

 BOHANNAN HUSTON, INC.

SHEET 4 OF 4

Bohannon  Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

THE MATERIAL AND ANY ASSOCIATED ELECTIONS DATA WAS PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE USER'S RISK OF THE USER.

PARCEL E-12 EXHIBIT
 SOUTHEAST ONE-QUARTER OF SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 70 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
 JEFFERSON, STATE OF COLORADO

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 Wed: 24-Oct-2018 - 3:15pm, Plotted by: AERREQUIN

EXHIBIT E-13
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Slope Easement – 0.362 acres)

PARCEL E-13 DESCRIPTION

A PARCEL OF LAND SITUATED IN BLOCK 2, VAUXMONT MINOR SUBDIVISION, RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 44°48'03" W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1666.93 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°10'59", HAVING A RADIUS OF 1780.00 FEET, A CHORD BEARING S 20°06'53" W A DISTANCE OF 531.82 FEET AND AN ARC DISTANCE OF 533.82 FEET;

THENCE N 14°19'08" E NON-TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 220.21 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°41'26", HAVING A RADIUS OF 903.00 FEET, A CHORD BEARING OF N 23°09'51" E A DISTANCE OF 277.70 FEET AND AN ARC DISTANCE OF 278.81 FEET;

THENCE N 32°00'34" E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 36.21 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS ± 0.3620 ACRES (15,769 SQUARE FEET) MORE OR LESS.

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE THE NORTHEAST ONE-QUARTER OF SAID SECTION 23 AS BEARING N 01°06'02" W. THE EAST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 1 OF 2

Bohannon  Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

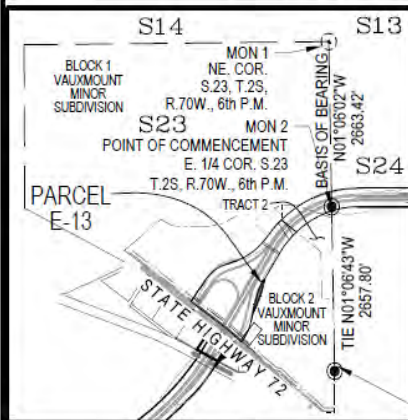
ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

PARCEL E-13 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

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Tue, 2-Oct-2018 3:29 pm, Plotted by: AER@BOHN

PARCEL E-13 EXHIBIT



MONUMENTS:

- MON 1 - FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED, "S14 S13 S23 S24"
- MON 2 - FOUND #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097"
- MON 3 - FOUND 1" STEEL ROD WITH 2" ALUMINUM CAP STAMPED, "27258 T2S S23 S24 S26 S26 R70W1995"

NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.

Curve Data						
ID	DELTA	RADIUS	CHORD BRG	CHORD	ARC	TANGENT
C1	17°10'59" RT	1780.00'	S20°06'53"W	531.82'	533.82'	268.93'
C2	17°41'26" RT	903.00'	N23°09'51"E	277.70'	278.81'	140.52'

LOCATION MAP
NTS

PARCEL E-12

BLOCK 2
VAUXMONT MINOR SUBDIVISION
RECEPTION NO. 2006000891
JANUARY 4, 2006

Tangent Data		
ID	BEARING	DISTANCE
T1	N14°19'08"E	220.21'
T2	N32°00'34"E	36.21'

ROGER D. NELSON, PLS 33200
DATE: OCTOBER 2, 2018
PROJECT NO.: 20150109
FOR AND ON BEHALF OF
BOHANNAN HUSTON, INC.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 2 OF 2

Bohannon & Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA HAS BEEN PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT
INDICATED, AND REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE USER'S
RISK OF THE USER.

PARCEL E-13 EXHIBIT
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
JEFFERSON, STATE OF COLORADO

EXHIBIT F-1
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 1)

EASEMENT 'F-1'
JEFFERSON PARKWAY 30' WIDE UTILITY EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE UTILITY EASEMENT BEING A PORTION OF BLOCK 2 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF SAID BLOCK 2, POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED JEFFERSON PARKWAY FROM WHENCE THE NORTHEAST CORNER OF SECTION 24 BEARS N30°58'18"E A DISTANCE OF 2117.42 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY S39°42'03"E A DISTANCE OF 306.51 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED JEFFERSON PARKWAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY S41°05'06"W A DISTANCE OF 30.39 FEET TO A POINT ON THE EASTERLY LINE OF EXISTING UTILITY EASEMENT RECORDED AT RECEPTION NUMBER 2011072160; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY N39°42'03"W ALONG SAID EASEMENT A DISTANCE OF 310.96 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID BLOCK 2, POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED JEFFERSON PARKWAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY 30.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2150.00 FEET, A CENTRAL ANGLE OF 00°47'58" AND A CHORD WHICH BEARS N49°29'59"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.213 ACRES (9,261 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N89°55'27"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, BEING MONUMENTED BY A FOUND 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 24 AND A FOUND STONE AT THE NORTH QUARTER CORNER OF SECTION 24, AS SHOWN ON CIMARRON PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2007042670.

PREPARED BY DAVID A KUNTZ, PE
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
OCTOBER 27, 2010
REVISED SEPTEMBER 05, 2012
REVISED JANUARY 21, 2015



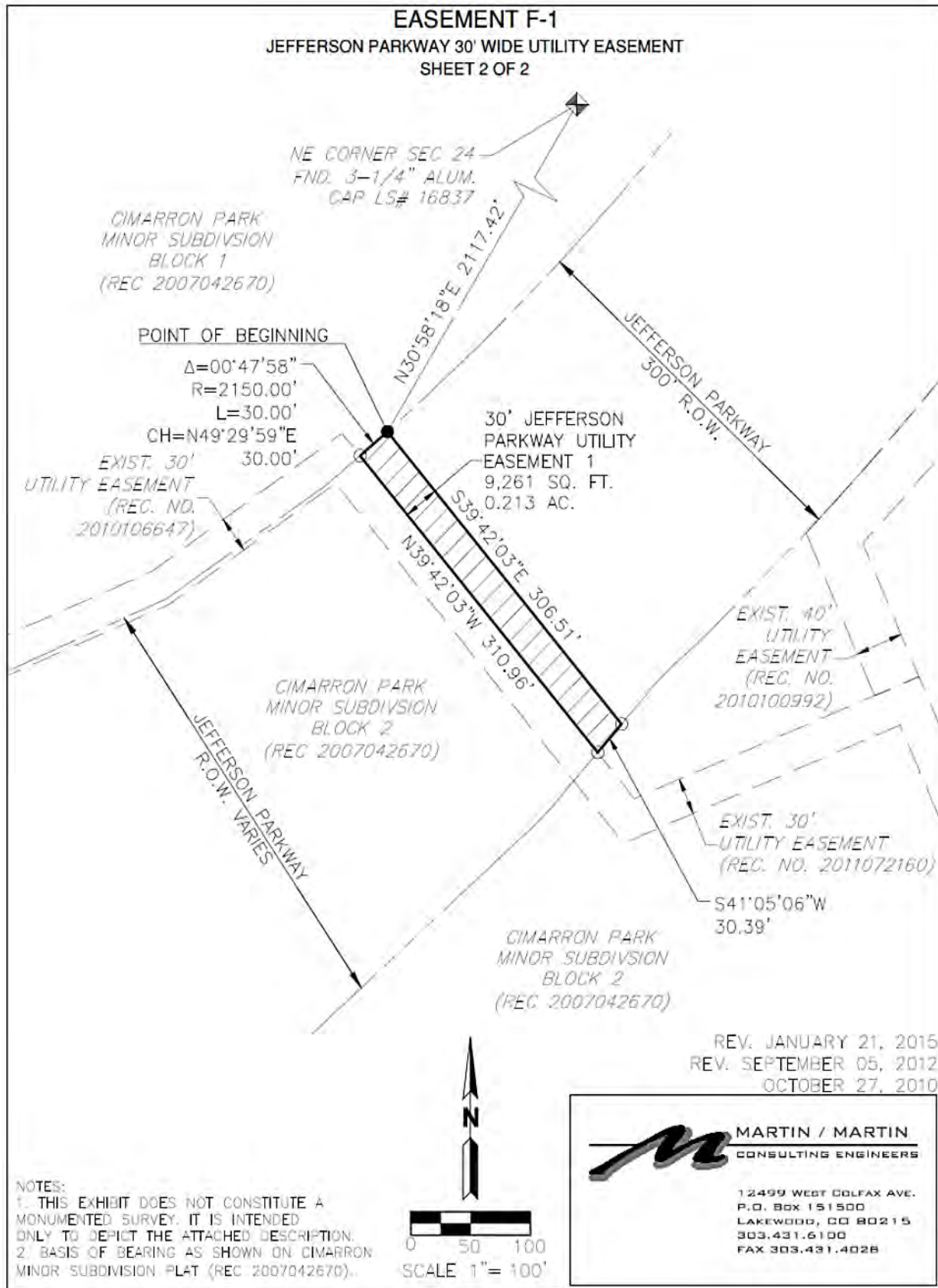


Exhibit F-1, page 2

EXHIBIT F-2
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 2)

EASEMENT 'F-2'
JEFFERSON PARKWAY 22' WIDE UTILITY EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE UTILITY EASEMENT BEING A PORTION OF BLOCK 3 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE EASTERN HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF SAID BLOCK 3, POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED JEFFERSON PARKWAY FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 24 BEARS S49°54'04"W A DISTANCE OF 894.65 FEET; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY S89°34'12"E A DISTANCE OF 23.14 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY 30.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 02°16'25" AND A CHORD WHICH BEARS S16°12'35"E A DISTANCE OF 30.16 FEET; THENCE S15°04'22"E A DISTANCE OF 635.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED JEFFERSON PARKWAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY S59°54'37"W A DISTANCE OF 22.79 FEET TO A POINT ON AN EXISTING EIGHT (8) FOOT PSCO EASEMENT AS RECORDED AT RECEPTION NUMBER 2010083245; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) THENCE N15°04'22"W A DISTANCE OF 641.62 FEET; 2) THENCE 36.35 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 738.00 FEET, A CENTRAL ANGLE OF 02°49'20" AND A CHORD WHICH BEARS N16°29'02"W A DISTANCE OF 36.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.340 ACRES (14,790 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N89°55'27"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, BEING MONUMENTED BY A FOUND 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 24 AND A FOUND STONE AT THE NORTH QUARTER CORNER OF SECTION 24, AS SHOWN ON CIMARRON PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2007042670.

PREPARED BY DAVID A KUNTZ, PE
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
OCTOBER 27, 2010
REVISED SEPTEMBER 05, 2012
REVISED JANUARY 21, 2015



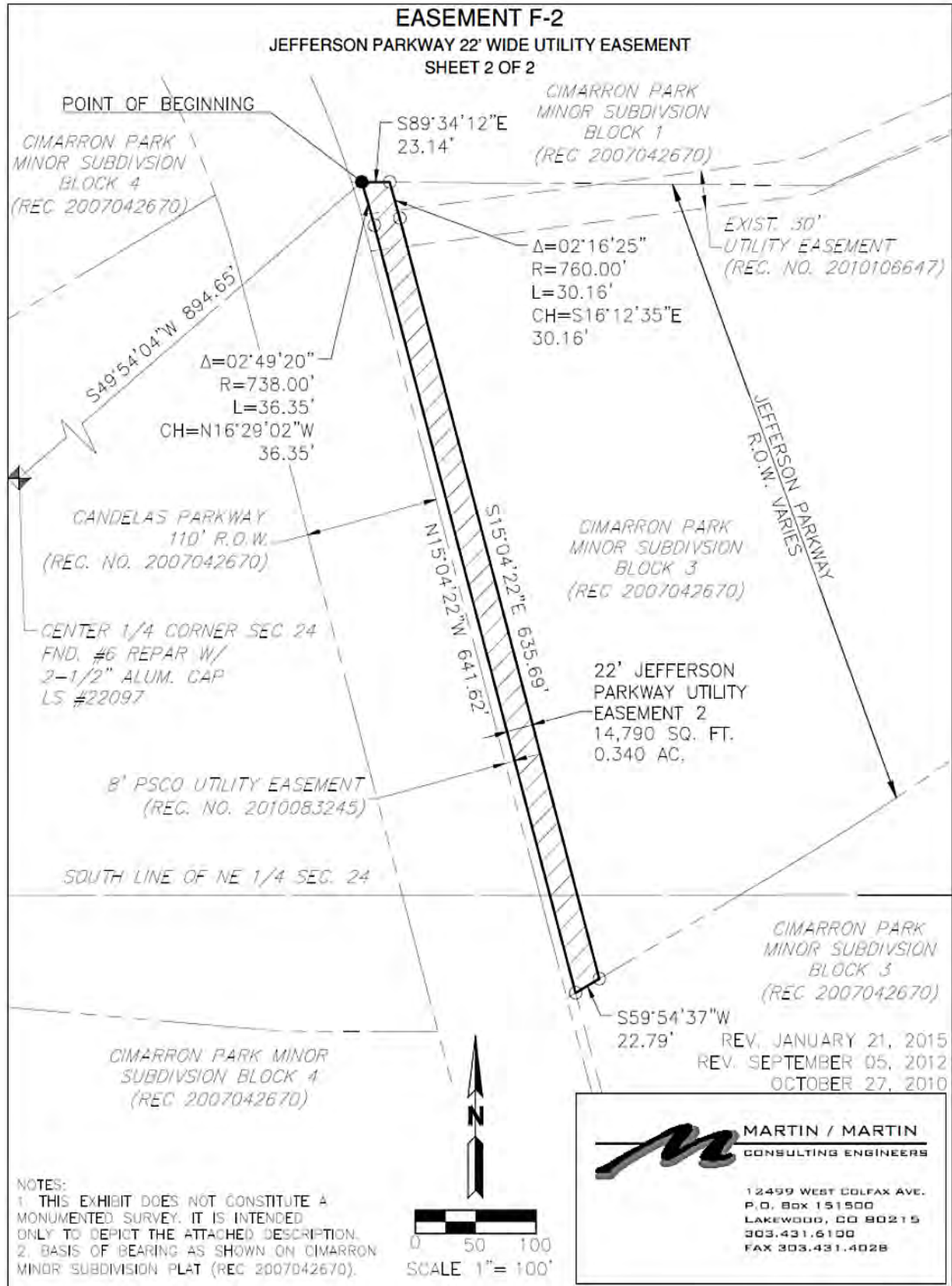


Exhibit F-2, page 2

EXHIBIT F-3
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 3)

EASEMENT 'F-3'
JEFFERSON PARKWAY 30' WIDE UTILITY EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE UTILITY EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED JEFFERSON PARKWAY FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 24 BEARS N77°12'21"E A DISTANCE OF 183.14 FEET; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY, N85°04'24"W A DISTANCE OF 30.11 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY, N00°04'18"W A DISTANCE OF 356.32 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED JEFFERSON PARKWAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY, N84°28'46"E A DISTANCE OF 30.14 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY, S00°04'18"E A DISTANCE OF 361.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.247 ACRES (10,773 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N89°55'27"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, BEING MONUMENTED BY A FOUND 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 24 AND A FOUND STONE AT THE NORTH QUARTER CORNER OF SECTION 24, AS SHOWN ON CIMARRON PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2007042670.

PREPARED BY STEPHEN HUDGENS
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
OCTOBER 27, 2010
REVISED SEPTEMBER 05, 2012
REVISED OCTOBER 17, 2014
REVISED JANUARY 21, 2015
REVISED MAY 06, 2019



EASEMENT F-3
JEFFERSON PARKWAY 30' WIDE UTILITY EASEMENT
SHEET 2 OF 2

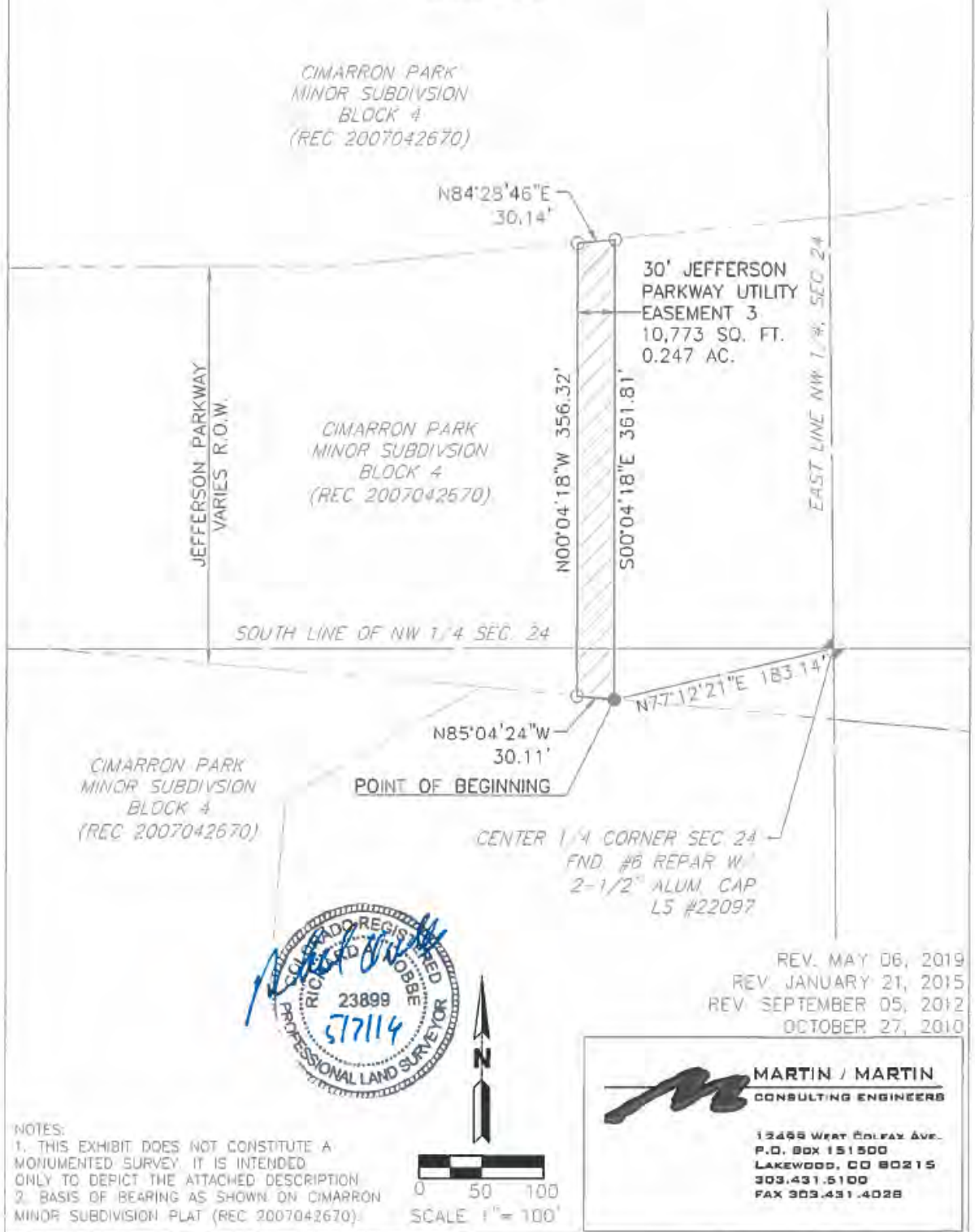


EXHIBIT F-4
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 4)

EASEMENT 'F-4'
JEFFERSON PARKWAY 30' WIDE UTILITY, ROADWAY, AND CONSTRUCTION EASEMENT
SHEET 1 OF 2

A NON-EXCLUSIVE UTILITY, ROADWAY, AND CONSTRUCTION EASEMENT BEING A PORTION OF BLOCK 4 OF CIMARRON PARK MINOR SUBDIVISION AS RECORDED AT RECEPTION NUMBER 2007042670 LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED JEFFERSON PARKWAY FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 24 BEARS N89°55'42"E A DISTANCE OF 1178.60 FEET; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY S89°55'42"W A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY N00°04'18"W A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED JEFFERSON PARKWAY; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY N89°55'42"E A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID PROPOSED RIGHT-OF-WAY S00°04'18"E A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.0207 ACRES (9000 SQ. FT.), MORE OR LESS.

BASIS OF BEARING

BEARINGS ARE BASED ON AN ASSUMED BEARING OF N89°55'27"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, BEING MONUMENTED BY A FOUND 2" IRON PIPE AT THE NORTHWEST CORNER OF SECTION 24 AND A FOUND STONE AT THE NORTH QUARTER CORNER OF SECTION 24, AS SHOWN ON CIMARRON PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2007042670.

PREPARED BY DAVID A KUNTZ, PE
REVIEWED BY RICHARD A NOBBE, PLS NO. 23899
FOR AND ON BEHALF OF
MARTIN/MARTIN INC.
12499 W. COLFAX AVE.
LAKEWOOD, CO. 80215
(303) 431-6100
(303) 431-4028 FAX
OCTOBER 27, 2010
REVISED SEPTEMBER 05, 2012
REVISED OCTOBER 17, 2014
REVISED JANUARY 21, 2015



JEFFERSON PARKWAY 100' WIDE UTILITY, ROADWAY, AND CONSTRUCTION EASEMENT
SHEET 2 OF 2

- N89°55'42"E
30.00'

30' JEFFERSON PARKWAY
UTILITY, ROADWAY, AND
-CONSTRUCTION EASEMENT 4
9000 SQ. FT.
0.207 AC.

CIMARRON PARK
MINOR SUBDIVISION
BLOCK 4
(REC 2007042670)

JEFFERSON PARKWAY
300' R.O.W.

N00°04'18"W 300.00'

POINT OF BEGINNING

N89°55'42"E 1178.60'

CONSOLIDATED
MUTUAL
WATER
COMPANY
(REC. NO.
F0569527)

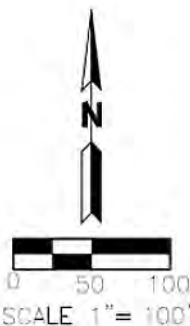
-S89°55'42"W
30.00'

CIMARRON PARK
MINOR SUBDIVISION
BLOCK 4
(REC 2007042670)

CENTER 1/4 CORNER SEC 24
FND. #5 REPAIR W/
2-1/2" ALUM. CAP
LS #22097

REV. JANUARY 21, 2015
REV. SEPTEMBER 05, 2012
OCTOBER 27, 2010

1. THIS EXHIBIT DOES NOT CONSTITUTE A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED DESCRIPTION.
2. BASIS OF BEARING AS SHOWN ON CIMARRON
MINOR SUBDIVISION PLAT (REC 2007042670).



MARTIN / MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVE.
P.O. BOX 151500
LAKEWOOD, CO 80215
303.431.6100
FAX 303.431.4028

EXHIBIT F-5
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 5)

PARCEL F-5 DESCRIPTION

A PORTION OF BLOCK 2, VAUXMONT MINOR SUBDIVISION RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 56°19'59" W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 734.35 FEET TO **THE POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°36'15", A RADIUS OF 1614.00 FEET, A CHORD BEARING S 46°43'26" W A DISTANCE OF 101.51 FEET AND AN ARC DISTANCE OF 101.53 FEET;

THENCE N 53°09'56" W NON-TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 324.56 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°21'26", A RADIUS OF 1926.00 FEET, A CHORD BEARING N 46°01'39" E A DISTANCE OF 112.83 FEET AND AN ARC DISTANCE OF 112.85 FEET TO A NORTHEASTERLY LINE OF SAID BLOCK 2;

THENCE THE FOLLOWING TWO (2) COURSES ALONG NORTHEASTERLY LINES OF SAID BLOCK 2:

1. S 01°06'43" E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 14.44 FEET;
2. THENCE S 53°09'56" E A DISTANCE OF 315.09 FEET TO **THE POINT OF BEGINNING**.

PARCEL CONTAINS 32588 SQUARE FEET, 0.748 ACRE (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 23 AS BEARING N 01°06'02" W. THE WEST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV, T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".


ROGER D. NELSON, PLS 33200
DATE: MAY 07, 2019
PROJECT NO.: 20150109
FOR AND ON BEHALF OF
BOHANNAN-HUSTON, INC.

SHEET 1 OF 2

Bohannon-Huston

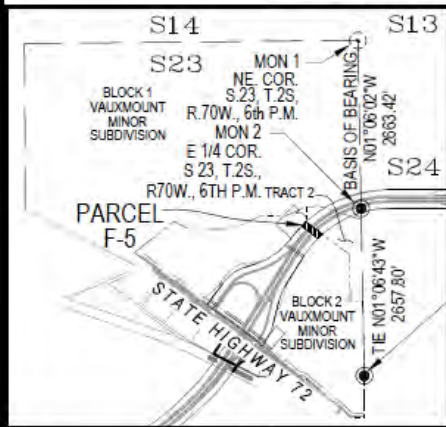
Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY BOHANNAN-HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN-HUSTON, INC. SHALL BE AT THE USER'S RISK OF THE USER.

PARCEL F-5 DESCRIPTION
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

PARCEL F-5 EXHIBIT



LOCATION MAP
NTS

PARCEL F-5 TANGENT DATA		
ID	BEARING	DISTANCE
T1	S01°06'43\"E	14.44'

BLOCK 2
VAUXMONT MINOR SUBDIVISION
RECEPTION. NO. 2006000891
JANUARY 4, 2006

REGISTERED PROFESSIONAL SURVEYOR

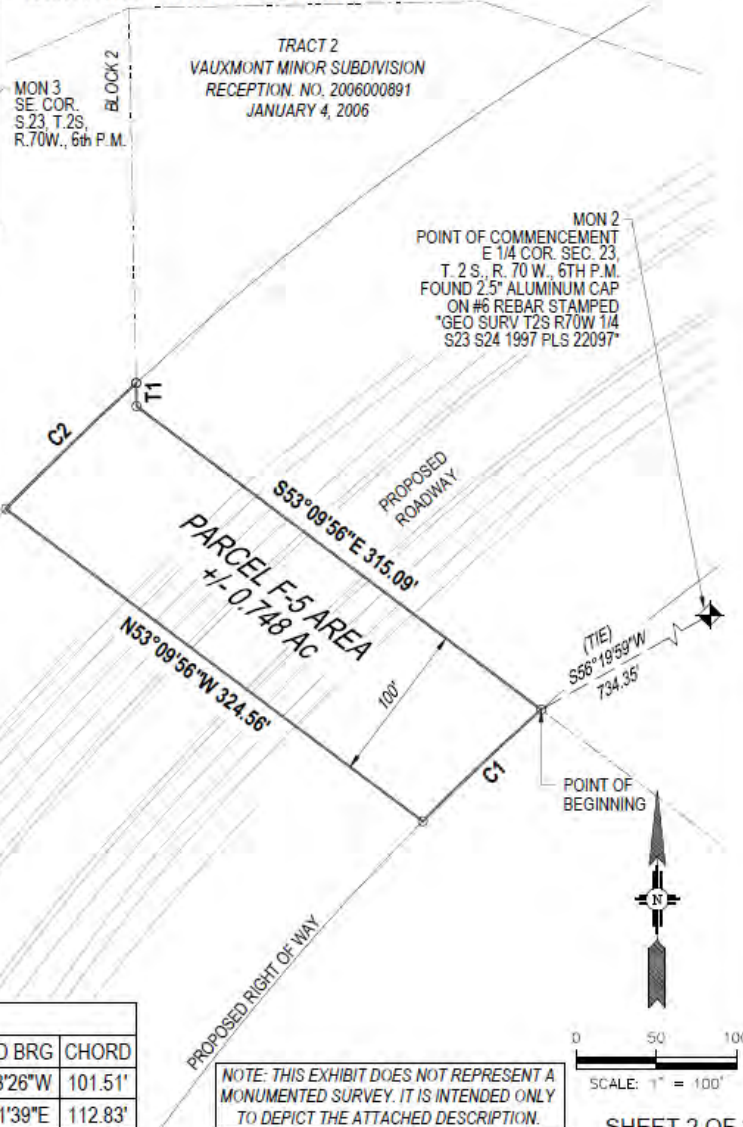
 ROGER D. NELSON, PLS 33200
 Date: MAY 07, 2019
 PROJECT NO.: 20150109
 FOR AND ON BEHALF OF
 BOHANNAN HUSTON, INC.

PARCEL F-5 CURVE DATA					
ID	TANGENT	ARC	RADIUS	DELTA	CHORD BRG
C1	50.78'	101.53'	1614.00'	03°36'15\" LT	S46°43'26\"W 101.51'
C2	56.44'	112.85'	1926.00'	03°21'26\" RT	N46°01'39\"E 112.83'

MONUMENTS:
 MON 1 - FOUND 2\" IRON PIPE WITH 2.5\" BRASS CAP STAMPED, \"S14 S13 S23 S24\"
 MON 2 - FOUND #6 REBAR WITH 2.5\" ALUMINUM CAP STAMPED, \"GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097\"
 MON 3 - FOUND 1\" STEEL ROD WITH 2\" ALUMINUM CAP STAMPED, \"27258 T2S S23 S24 S26 R70W1995\"

NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.

BLOCK 1 - VAUXMONT MINOR SUBDIVISION



SHEET 2 OF 2

Bohannon Huston

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ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

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PARCEL F-5 EXHIBIT
 SOUTHEAST ONE-QUARTER OF SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 70 WEST
 OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
 OF JEFFERSON, STATE OF COLORADO

EXHIBIT F-6
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 6)

PARCEL F-6 DESCRIPTION

A PARCEL OF LAND SITUATED IN BLOCK 2, VAUXMONT MINOR SUBDIVISION, RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, AND A PORTION OF TRACT A, BLOCK A, NORTHWEST INDUSTRIAL, ALSO DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. F0126099 IN SAID JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON OCTOBER 5, 1995 ALL BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 58°44'35" W A DISTANCE OF 2786.79 FEET TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG LINES 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F1275418 RECORDED IN SAID JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE:

1. S 54°16'19" E A DISTANCE OF 320.23 FEET;
2. **THENCE** S 55°00'34" E A DISTANCE OF 204.11 FEET;
3. **THENCE** S 54°06'14" E A DISTANCE OF 155.74 FEET;
4. **THENCE** S 51°02'09" E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 411.30 FEET;

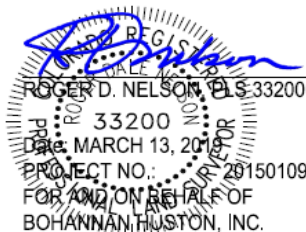
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°00'10", A RADIUS OF 862.00 FEET AND A CHORD BEARING OF S 33°37'20"W, A DISTANCE OF 30.13 FEET AND AN ARC DISTANCE OF 30.13 FEET TO SAID NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F1275418;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY LINES OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER F1275418:

1. N 51°02'09" W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 413.30 FEET;
2. **THENCE** N 54°06'14" W A DISTANCE OF 154.70 FEET;
3. **THENCE** N 55°00'34" W A DISTANCE OF 204.06 FEET;
4. **THENCE** N 54°16'19" W A DISTANCE OF 320.33 FEET;

THENCE N 35°32'37" E A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 32757 SQUARE FEET, 0.752 ACRE (MORE OR LESS)



SHEET 1 OF 2

Bohannan  Huston

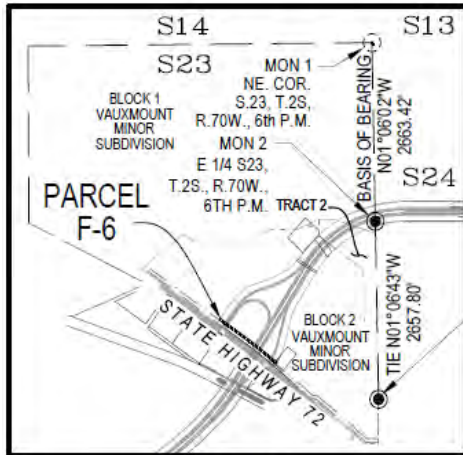
Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY BOHANNAN HUSTON, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF BOHANNAN HUSTON, INC. SHALL BE AT THE SOLE RISK OF THE USER.

PARCEL F-6 DESCRIPTION
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

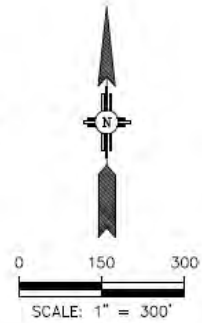
PARCEL F-6 EXHIBIT



MONUMENTS:

- MON 1 - FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED, "S14 S13 S23 S24"
- MON 2 - FOUND #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "GEO SURV T2S R70W 1/4 S23 S24 1997 PLS 22097"
- MON 3 - FOUND 1" STEEL ROD WITH 2" ALUMINUM CAP STAMPED, "27258 T2S S23 S24 S26 S26 R70W1995"
- MON 4 - FOUND REBAR WITH PLASTIC CAP STAMPED, "PLS 33636"
- MON 5 - FOUND REBAR WITH PLASTIC CAP STAMPED, "PLS 31169"

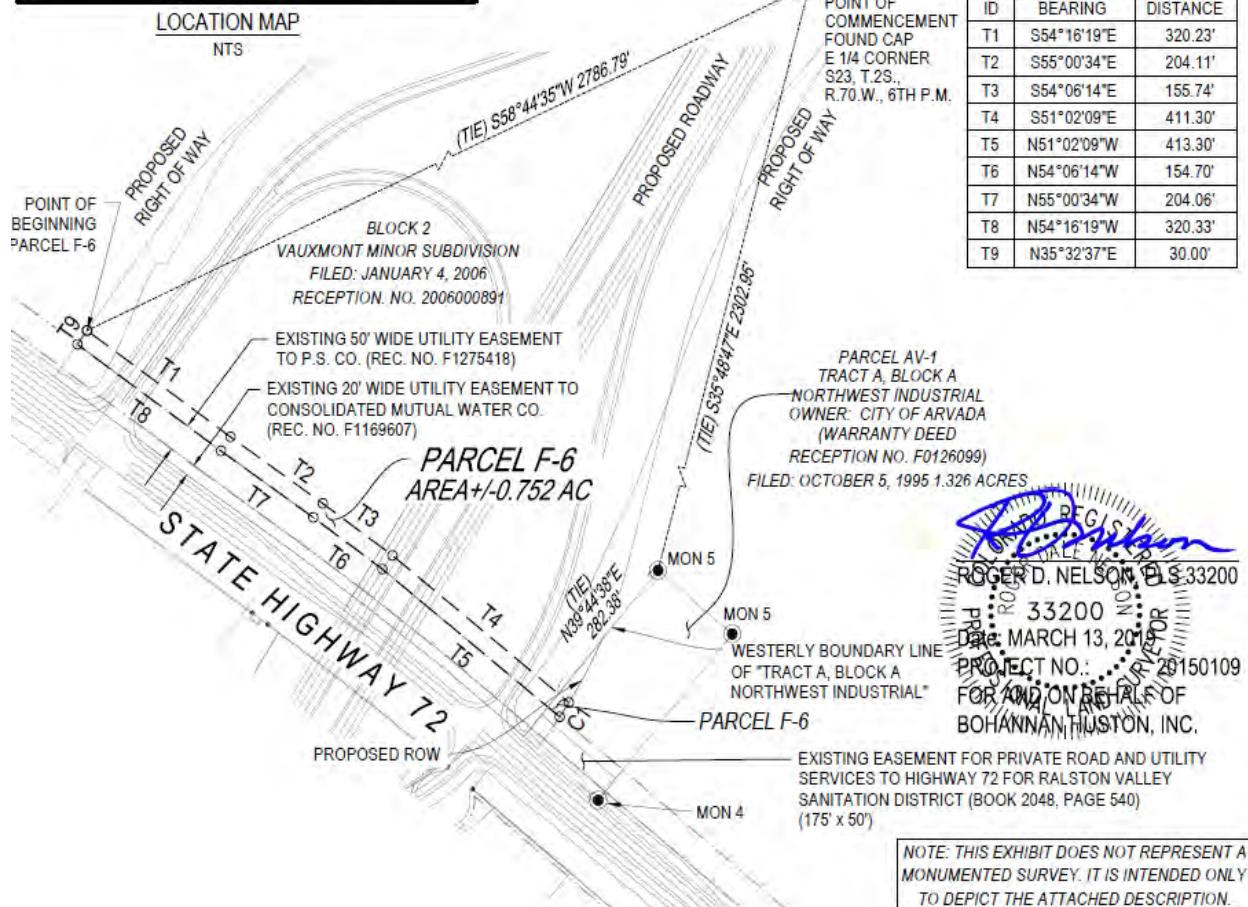
NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.



MON 3
SE. COR.
S.23, T.2S,
R.70W., 6th P.M.

PARCEL F-6 Curve Data						
ID	TANGENT	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	15.07'	30.13'	862.00'	02°00'10" RT	S33°37'20"W	30.13'

PARCEL F-6 Tangent Data		
ID	BEARING	DISTANCE
T1	S54°16'19"E	320.23'
T2	S55°00'34"E	204.11'
T3	S54°06'14"E	155.74'
T4	S51°02'09"E	411.30'
T5	N51°02'09"W	413.30'
T6	N54°06'14"W	154.70'
T7	N55°00'34"W	204.06'
T8	N54°16'19"W	320.33'
T9	N35°32'37"E	30.00'



SHEET 2 OF 2

Bohannon & Huston

Meridian One 9785 Maroon Circle, Suite 140
Englewood, CO 80112 (303) 799-5103

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PARCEL F-6 EXHIBIT
SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

EXHIBIT F-7
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Easement No. 7)

PARCEL F-7 DESCRIPTION

A PORTION OF BLOCK 2, VAUXMONT MINOR SUBDIVISION RECORDED AT RECEPTION NUMBER 2006000891 IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE ON JANUARY 4, 2006, BEING LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 23, WHENCE THE NORTHEAST CORNER OF SAID SECTION 23 BEARS N 01°06'02" W A DISTANCE OF 2663.42 FEET;

THENCE S 50°24'33" A DISTANCE OF 1168.90 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°40'11", A RADIUS OF 1614.00 FEET, A CHORD BEARING S 32°20'40" W A DISTANCE OF 18.86 FEET AND AN ARC DISTANCE OF 18.86 FEET;

THENCE S 32°00'34" W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 11.14 FEET;

THENCE N 57°57'22" W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 344.53 FEET;

THENCE ALONG THE ARC OF CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°35'28", A RADIUS OF 1100.00 FEET AND A CHORD BEARING N 42°49'05" E, A DISTANCE OF 30.55 FEET AND AN ARC DISTANCE OF 30.55 FEET;

THENCE S 57°57'22" E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 338.91 FEET TO THE **POINT OF BEGINNING**;

PARCEL CONTAINS 10251 SQUARE FEET, 0.235 ACRE (MORE OR LESS)

BASIS OF BEARING: THE BEARINGS WITHIN THIS PARCEL DESCRIPTION ARE ASSUMED AND BASED UPON THE EASTERLY LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 23 AS BEARING N 01°06'02" W. THE WEST ONE-QUARTER CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND #6 REBAR WITH 2 1/2 ALUMINUM CAP STAMPED "GEO SURV, T2S R70W 1/4 S23 S24 1997 PLS 22097" AND THE NORTHEAST CORNER OF SAID SECTION 23 BEING MONUMENTED WITH A FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "S14 S13 S23 S24".



SHEET 1 OF 2

Bohannon & Huston

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Englewood, CO 80112 (303) 799-5103

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PARCEL F-7 DESCRIPTION
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

\\20150109\SURVEY\GRAPHICS\TASK ORDER 6\180318\F-7.dwg (qgis) (H) EXHIBITS\20150109_EXHIBIT_09182018.dwg
Tue, 18-Sep-2018 - 1:18pm, Plotted by: AERIEQUIN

The map shows the following details:

- Block 1, Vaughtmount Minor Subdivision:** Located in the upper left, containing parcels F-7 and F-8.
- Block 2, Vaughtmount Minor Subdivision:** Located in the lower right, containing parcels F-9 and F-10.
- Highways:** State Highway 72 runs diagonally from the bottom left towards the top right. Highway 101 runs vertically on the right side of the map.
- Parcel F-7:** A large parcel within Block 1, with a boundary labeled 'R.70W., 6th P.M. TRACT 2'.
- Boundaries and Bearings:**
 - Between Block 1 and Block 2: N01°08'02"W 2653.42' and S23°14'00"W 2657.80'.
 - Along Highway 101: N01°08'02"W 2653.42' and S23°14'00"W 2657.80'.
 - Along Highway 72: R.70W., 6th P.M. TRACT 2.
- Other Labels:** 'MON 1 NE. COR. S.23, T.25.', 'MON 2 E 1/4 COR. S.23, T.25.', 'S14', 'S13', 'S23', 'S24', 'F-7', 'F-8', 'F-9', 'F-10'.

MON 1 - FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED, "514 513 523 524"
MON 2 - FOUND #6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "GEO SURV T25 R70W 1/4
S23 S24 1997 PLS 22097"
MON 3 - FOUND 1" STEEL ROD WITH 2" ALUMINUM CAP STAMPED, "27258 T25 S23 S24 S26
S26 R70W1995"

NOTE: TIES AND BASIS OF BEARING ARE BASED ON FOUND MONUMENTS SURVEYED IN APRIL 2015.

PARCEL F-7 Tangent Data		
ID	BEARING	DISTANCE
T1	S32°00'34"W	11.14'

MON 3
SE. COR.
5.23 T.25
R.70W., 6th P.M.

LOCATION MAP



PROPOSED RIGHT C

PARCEL F-7 AREA
+/- 0.235 Ac

BLOCK 2
VAUXMONT MINOR SUBDIVISION
RECEPTION NO. 2006000891
JANUARY 4, 2006

POINT OF COMMENCEMENT
E 1/4 COR. SEC. 23,
T. 2 S., R. 70 W., 6TH P.M.
FOUND 2.5" ALUMINUM CAP
ON #6 REBAR STAMPED
"GEO SURV T2S R70W 1/4
S23 S24 1997 PLS 22097"

POINT OF
BEGINNING
PARCEL
E-7

ROGER D. NELSON, PLS-33200

33200

Date: SEPTEMBER 18 2018

PROJECT NO.: 20150109

FOR AND ON BEHALF OF
BOHANNAN HUSTON, INC.

PARCEL F-7 Curve Data						
ID	TANGENT	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	9.43'	18.86'	1614.00'	00°40'11" LT	S32°20'40"W	18.86'
C2	15.27'	30.55'	1100.00'	01°35'28" LT	N42°49'05"E	30.55'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 2 OF 2

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Englewood, CO 80112 (303) 799-5103

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PARCEL F-7 EXHIBIT
SOUTHEAST ONE-QUARTER OF SECTION 23
TOWNSHIP 2 SOUTH, RANGE 70 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF JEFFERSON, STATE OF COLORADO

EXHIBIT G
TO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
(Form of 2019 Slope Easement Agreement pursuant to Paragraph 4.3)

**SECOND AMENDMENT TO,
AND ASSIGNMENT OF,
SLOPE EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO, AND ASSIGNMENT OF, SLOPE EASEMENT AGREEMENT (“**Second Amendment**”) is made and entered into as of this [__ day of _____], 2019 (the “**Execution Date**”) by and among CIMARRON COMMERCIAL, LLC, a Colorado limited liability company (“**CCLLC**”), CIMARRON DEVELOPMENT COMPANY, a Colorado corporation (“**CDC**”), JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “**Authority**”), and the CITY OF ARVADA, a political subdivision of the State of Colorado (the “**City**”).

Recitals

This Second Amendment is made with respect to the following facts:

A. The City and CCLLC entered into that certain Slope Easement Agreement dated July 23, 2015, and recorded in the real property records of Jefferson County, Colorado, on July 24, 2015, at Reception Number 2015077185 (the “**2015 Agreement**”).

B. Except as otherwise expressly provided in this Second Amendment, all capitalized terms used in this Second Amendment have the meanings assigned to them in the 2015 Agreement.

C. Pursuant to and subject to the terms and conditions of the 2015 Agreement, CCLLC (as Grantor thereunder) granted and conveyed the Slope Easements (the “**Original Slope Easements**”) to the City (as Grantee thereunder), which Original Slope Easements were located in and encumbered the Easement Areas established pursuant to the 2015 Agreement (the “**Original Easement Areas**”).

D. Subsequent to execution of the 2015 Agreement, CDC acquired fee title to certain property from CCLLC that included certain of the Original Easement Areas and was encumbered by certain of the Original Slope Easements and, as successor landowner of such Original Easement Areas, entered into that certain First Amendment to Slope Easement Agreement dated March 27, 2018, and recorded in the real property records of Jefferson County, Colorado, on March 29, 2018, at Reception Number 2018027812 (the “**First Amendment**” and, together with the 2015 Agreement, the “**Original Agreement**”).

E. The Authority has requested to realign a segment of the ROW (the “**ROW Realignment**”) that abuts certain property and impacts certain of the Original Easement Areas with respect to which, as of the Execution Date, CCLLC is the fee owner.

F. The ROW Realignment does not affect any of the Original Easement Areas (including but not limited to the Original Easement Area addressed in and modified by the First Amendment) with respect to which, as of the Execution Date, CDC is the fee owner.

G. Contemporaneously with the Execution Date, the City, the Authority, CDC and CCLLC (collectively, the “**Parties**”) have executed, delivered and recorded certain deeds and related instruments to implement the ROW Realignment.

H. In connection with implementing the ROW Realignment, and in order to conform to the ROW Realignment as described in and subject to the terms and conditions of this Second Amendment, the Parties wish to:

(1) amend the legal descriptions and graphic depictions of designated ROW parcels within Exhibit A of the Original Agreement;

(2) effect the City’s intent to vacate the Vacated Slope Easements (as defined in Paragraph 2(b) below);

(3) effect CCLLC’s intent to grant and convey to the Authority certain new Slope Easements (the “**2019 Slope Easements**”) that that are needed in connection with the ROW Realignment and will encumber the 2019 Easement Areas (as defined in Paragraph 1(b)(ii) below); and

(4) effect the City’s intent to grant, convey and assign to the Authority all of the City’s rights and obligations as Grantee, and the Authority’s intent to assume all such rights and obligations as successor Grantee, pursuant to the Original Agreement as amended by this Second Amendment with respect to the Original Slope Easements, the Original Easement Areas, the 2019 Slope Easements and the 2019 Easement Areas.

Amendment

Now, therefore, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment. From and after the date on which this Second Amendment is filed in the records of the Jefferson County Clerk and Recorder’s Office (the “**Effective Date**”), the Original Agreement will be further amended as set forth below.

(a) Amendments to Exhibit A. In order to accurately reflect and conform to the ROW Realignment:

(i) Replacement of Exhibit A-4. The ROW parcel legally described and graphically depicted at Exhibit A-4 as attached to the Original Agreement (“**Original A-4**”) is not consistent with the ROW Realignment. Accordingly, Original A-4 is hereby deleted, voided and of no further force or effect, and Exhibit A-4 attached hereto and incorporated herein hereby replaces Original A-4 for all purposes.

(ii) Deletion of Exhibit A-5. The ROW parcel legally described and graphically depicted at Exhibit A-5 as attached to the Original Agreement (“**Original A-5**”) is not consistent with the ROW Realignment, is no longer required, and is hereby deleted, voided and of no further force or effect.

(b) Amendments to Exhibit B. In order to accurately reflect and conform to the ROW Realignment:

(i) Deletion of Exhibits B-5 through B-11. Exhibits B-5, B-6, B-7, B-8, B-9, B-10 and B-11 as attached to the Original Agreement (collectively, the “**Extraneous Exhibits**”) are not consistent with the ROW Realignment, are no longer required, and are hereby deleted, voided and of no further force or effect.

(ii) Insertion of New Exhibits. Exhibits B-12 and B-13 (collectively, the “**2019 Easement Areas**”) attached hereto and incorporated herein are hereby inserted into Exhibit B of the Original Agreement.

2. Effect of Amendments. From and after the Effective Date, the Parties intend the legal effect of the amendments set forth in Paragraph 1 above to be as follows:

(a) Conformance of ROW. The purpose of Exhibit A of the Original Agreement was to describe for reference purposes the ROW that CCLLC had, by separate instrument, previously conveyed to the City. Accordingly, neither Exhibit A of the Original Agreement nor the amendments effected by Paragraph 1(a) of this Second Amendment convey any real property interest in or to the ROW but, instead, describe for reference purposes the ROW (as modified by the ROW Realignment) that CCLLC has, by separate instruments, previously conveyed to the City.

(b) Vacation of Certain Slope Easements. Deletion of the Extraneous Exhibits pursuant to Paragraph 1(b)(i) above eliminates the Original Easement Areas that were legally described and graphically depicted in the Extraneous Exhibits (collectively, the “**Released Easement Areas**”) with the result that the Released Easement Areas are released from the encumbrance of the corresponding Original Slope Easements (collectively, the “**Vacated Slope Easements**”), which Vacated Slope Easements are terminated, vacated and of no further force or effect. Accordingly:

(i) The City hereby quitclaims and conveys to CCLLC all of the City’s right, title and interest in and to the Released Easement Areas and the Vacated Slope Easements.

(ii) Title to the CCLLC property comprising the Released Easement Areas is released from and no longer subject to the encumbrance of the Vacated Slope Easements or the Original Agreement.

(c) Grant of 2019 Slope Easements. Consistent with Paragraph 1 of the Original Agreement and subject to all terms and conditions of the Original Agreement as amended by this Second Amendment, the result of inserting Exhibits B-12 and B-13 pursuant to Paragraph 4.2(b) above is that CCLLC has granted and conveyed to the Authority the two new Slope Easements that encumber the 2019 Easement Areas (collectively, the “**2019 Slope**

Easements”). Accordingly, title to the CCLLC property that comprises the 2019 Easement Areas is subject to and encumbered by the 2019 Slope Easements and the Original Agreement as modified by this Second Amendment.

3. Title. Consistent with Paragraph 2 of the Original Agreement and subject to the terms and conditions the Original Agreement as modified by this Second Amendment and all matters of record as of the Execution Date, CCLLC represents and warrants its title to the 2019 Easement Areas and shall defend the Authority in the exercise of the Authority’s rights hereunder and pursuant to the 2019 Slope Easements against all parties claiming by or through CCLLC.

4. Assignment and Assumption. As contemplated by Paragraph 9 of the Original Agreement, and in connection with and contingent upon the City’s conveyance to the Authority of fee title to the parcels that comprise the ROW, the City (as Grantee under the Original Agreement) hereby quit claims, conveys, and assigns to the Authority, and the Authority (as successor Grantee pursuant to this Paragraph 4) hereby accepts, assumes and will perform, all of the City’s rights and obligations under the Original Agreement (as amended by this Second Amendment) with respect to the Slope Easements (inclusive of the 2019 Slope Easements, but excluding the Vacated Slope Easements) and the Easement Areas (inclusive of the 2019 Easement Areas, but excluding the Released Easement Areas).

5. Ratification. Except as expressly provided in this Second Amendment, the Original Agreement and the Original Slope Easements granted and conveyed thereunder remain unmodified and in full force and effect. In the event of any conflict between this Second Amendment and the Original Agreement, the terms and provisions of this Second Amendment will control.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute one agreement. Executed copies may be delivered by e-mail (pdf) or other electronic means and upon receipt will be deemed originals and binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Execution Date.

CCLLC:

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: CIMARRON HOLDING COMPANY, LLC,
a Colorado limited liability company,
its Managing Member

By: _____
Charles C. McKay, Manager

By: _____
Gregg A. Bradbury, Manager

By: _____
Jeffrey L. Nading, Manager

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Charles C. McKay, Manager of CIMARRON HOLDING COMPANY, LLC, a Colorado limited liability company, Managing Member of CIMARRON COMMERCIAL, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
County of _____) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gregg A. Bradbury, Manager of CIMARRON HOLDING COMPANY, LLC, a Colorado limited liability company, Managing Member of CIMARRON COMMERCIAL, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jeffrey L. Nading, Manager of CIMARRON HOLDING COMPANY, LLC, a Colorado limited liability company, Managing Member of CIMARRON COMMERCIAL, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CDC:

CIMARRON DEVELOPMENT COMPANY, a
Colorado corporation

By: _____
Gregg A. Bradbury, Principal

By: _____
Charles C. McKay, Principal

By: _____
Jeffrey L. Nading, Principal

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Gregg A. Bradbury, as Principal of CIMARRON DEVELOPMENT COMPANY, a
Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Charles C. McKay, as Principal of CIMARRON DEVELOPMENT COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jeffrey L. Nading, as Principal of CIMARRON DEVELOPMENT COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

AUTHORITY:

JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY, a body corporate and political
subdivision of the State of Colorado

David Jones, Chairman

ATTEST:

William A. Ray
Executive Director

APPROVED AS TO FORM:

Tamara K. Seaver
General Counsel

CITY:

CITY OF ARVADA, COLORADO,
a political subdivision of the State of Colorado

By: _____

Name: Marc Williams

Title: Mayor

ATTEST:

APPROVED AS TO FORM:

Kristen Rush, City Clerk

Christopher K. Daly, City Attorney

**[Exhibits to Form of Second Amendment to, and Assignment of, Slope Easement
Agreement Intentionally Omitted]**