

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1

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

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg Bradbury	President	2023/May 2023
Jeff L. Nading	Treasurer	2025/May 2025
Charles Church McKay	Assistant Secretary	2023/May 2023
Steve Nading	Assistant Secretary	2025/May 2025
Brandon Dooling	Assistant Secretary	2023/May 2023
James Ruthven	Secretary	

DATE October 25, 2022 (Tuesday)

TIME: 9:30 A.M.

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

Join Zoom Meeting
<https://us02web.zoom.us/j/84452298812?pwd=aVlrTHBvQ3doMnlUb0NBelp6SVJidz09>
Meeting ID: 844 5229 8812
Passcode: 202540
Dial In: 1-719-359-4580

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 of the September 27, 2022 Regular Meeting (enclosure).

II. PUBLIC COMMENT

A.

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

- Ratify approval of Change Order No. 8 to the Contract between the District and Wagner Construction, Inc., to lower existing sanitary manholes, in the amount of \$3,208.54.
 - Ratify approval of Task Order No. 9 to the Contract between the District and Golden Triangle Construction, Inc., for grade stabilization, in the amount of \$2,331.00.
 - Ratify approval of Task Order No. 18-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas/Indiana intersection modifications Amendment No.1, in the amount of \$644.06.
 - Ratify approval of Task Order No. 6 to the Master Service Agreement between the District and SWCA, Incorporated, d/b/a SWCA Environmental Consultants, for environmental support for the HWY 93 expansion, in the amount of \$55,600.00.
-

IV. FINANCIAL MATTERS

- A. Review and consider approval of the payment of claims through the period ending October 31, 2022, in the amount of \$723,594.50 (enclosure).
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- B. Review and accept cash position statement as of October 18, 2022 (enclosure).
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- C. Review forecast of General Fund Revenues and Expenditures (enclosure).
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- D. Review Expense Tracking Report (to be distributed) and consider approval of District Expenditures Verification Report (to be distributed).
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- E. Discuss Series 2020 Bonds budget for infrastructure.
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- F. Discuss future operation and maintenance obligations, and related budget matters.
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V. MANAGEMENT MATTERS

- A. Discuss status of Water Allocations and Facilities Fees Collections (enclosure).
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- B. Review and consider approval of proposal for 2022-2023 Snow Removal Services from Environmental Designs, Inc. (enclosure).
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1. Review and consider approval of Change Order No. 2 to Service Agreement for Snow Removal Services between the District and Environmental Designs, Inc. (enclosure).
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- C. Review and consider approval of proposal for 2023 Landscape Maintenance Services from Environmental Designs, Inc. (enclosure).
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1. Review and consider approval of Change Order No. 5 to Service Agreement for Landscape Maintenance Services between the District and Environmental Designs, Inc. (enclosure).
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VI. LEGAL MATTERS

- A. Discuss City of Arvada's System Development Charges. **Adjourn to executive session pursuant to Section 24-6-402(4)(6) to receive legal advice regarding the System Development Charges (if necessary).**
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1. Acknowledge Letter regarding the District and Jefferson Center Metropolitan District No. 2's objection to the proposed System Development Charges as transmitted to the City of Arvada by General Counsel (enclosure).
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2. Discuss Amended and Restated Resolution of the District Imposing Facilities Fees and any necessary revisions thereto (enclosure).
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3. Authorize any additional necessary actions.
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- B. Discuss status of retaining wall and slope easements for the benefit of RangeWater Residential, LLC.
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- C. Discuss status of the District's General Obligation Refunding and Improvement Bonds, Series 2023 (the "Refunding Bonds").

- D. Discuss status of the District's conveyance of Lots 1-3, Candelas Commercial Filing No. 3, Amendment No. 2, to Cimarron Development Company ("CDC") and the District's acquisition of Tracts A through E, Candelas Commercial Filing No. 3, Amendment No. 2, from CDC upon recordation of the Final Plat for Candelas Commercial Filing No. 3, Amendment No. 2 ("North Indiana").

- E. Discuss and consider approval of Facilities Acquisition Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., Cimarron Development Company, and Cimarron Commercial, LLC.

- F. Discuss potential agreement between the District and a future homeowners' association relative to the operation and maintenance of Trailstone Improvements.

VII. CONSTRUCTION MATTERS

- A. Review Construction Status Report (to be distributed).

- B. Consider approval of contracts, task orders, work orders and change orders.

- C. **Warranty Issues:**
 - 1. Discuss Premier Earthworks & Infrastructure, Inc. warranty obligations. Authorize any necessary actions in connection therewith.

 - 2. Discuss GH Phipps Construction Companies warranty obligations. Authorize any necessary actions in connection therewith.

 - 3. Discuss SEMA Construction, Inc. warranty obligations.

 - (a) Review and consider approval of Settlement and Release Agreement by and between the District and SEMA Construction, Inc. (to be distributed).

VIII. CAPITAL IMPROVEMENTS

- A. Review and consider approval of Cost Certification Report No. 11 prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements (“Report No. 11”), and accept certified costs (enclosure).
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1. Discuss and consider authorizing reimbursement to Cimarron Commercial, LLC in the amount certified per Report No. 11, pursuant to the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (“CDC”), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.
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IX. OTHER BUSINESS

- A. _____

- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 22, 2022 – BUDGET HEARING.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 HELD SEPTEMBER 27, 2022

A Regular Meeting of the Board of Directors of the Jefferson Center Metropolitan District No. 1 (referred to hereafter as "Board") was convened on Tuesday, September 27, 2022, at 9:30 a.m. This District Board meeting was held by video/telephone conference with all participants attending via video/teleconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Jeff L. Nading
Charles Church McKay
Steven Nading
Brandon Dooling

Following discussion, upon motion duly made by Director McKay, seconded by Director Steven Nading and, upon vote, unanimously carried, the absence of Director Gregg Bradbury was excused, and Director McKay was appointed as Acting President for the meeting.

Also In Attendance Were:

James Ruthven; Special District Management Services, Inc.

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

Joy Tatton; Simmons & Wheeler, P.C.

Wes Back, Brandon Collins and Elesha Carbaugh-Gonzales; 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. Ruthven noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney 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. Ruthven 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 McKay, seconded by Director Steven Nading and, upon vote, unanimously carried, the agenda was approved, as presented.

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

Minutes: The Board reviewed the minutes of the August 23, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the minutes of the August 23, 2022 Regular Meeting were approved, as presented.

Resignation and Appointment of Secretary: The Board acknowledged Mr. Solin's resignation as Secretary to the Board.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board appointed Mr. Ruthven as the Secretary to the Board.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

The Board considered the following actions:

- Ratify approval of Contract for Sanitary Interceptor between the District and Wagner Construction, Inc., in the amount of \$2,231,708.50.

RECORD OF PROCEEDINGS

- Ratify approval of Contract for Highway 72 widening between the District and Wagner Construction, Inc., in the amount of \$1,883,500.00.
- Ratify approval of Change Order No. 6 to the Contract between the District and Wagner Construction, Inc., for concrete increases for CDOT mix on Indiana Street, in the amount of \$3,483.25.
- Ratify approval of Change Order No. 7 to the Contract between the District and Wagner Construction, Inc., for asphalt material escalation, in the amount of \$15,168.48.
- Ratify approval of Task Order No. 2 to the Master Service Agreement for Railroad Consulting Services between the District and 360 Rail Services, LLC, for ongoing PUC coordination and applications, in the amount of \$10,000.00.
- Ratify approval of Task Order No. 21-A2 to the Service Agreement between the District and Martin/Martin, Inc., for Taylor Morrison Roadway grading exhibit, in the amount of \$5,000.00.

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

FINANCIAL MATTERS

Claims: The Board considered ratifying approval of the payment of claims through the period ending September 30, 2022.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board ratified approval of the payment of claims through the period ending September 30, 2022, in the amount of \$980,968.17.

Cash Position Statement: Ms. Tatton reviewed with the Board the cash position statement as of September 21, 2022.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board accepted the cash position statement as of September 21, 2022.

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

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

RECORD OF PROCEEDINGS

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”): Ms. Carbaugh-Gonzales reviewed with the Board IDES’ report entitled “District Expenditures Verification for September 2022,” which summarizes IDES’ review and verification of the expenditures of the District for September 2022 related to certain District construction contracts. The Verification Report identified \$980,968.17 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board accepted the District Eligible Expenses in the amount of \$980,968.17.

Series 2020 Bonds Budget for Infrastructure: There were no updates at this time.

Future Operation and Maintenance Obligations: There were no updates at this time.

MANAGEMENT MATTERS

Water Allocations and Facilities Fees Collections: Mr. Ruthven noted that there were no changes to the Water Allocation Report since the last report.

LEGAL MATTERS

Status of Retaining Wall and Slope Easements for the Benefit of RangeWater Residential, LLC: The Board deferred discussion.

General Obligation Refunding and Improvement Bonds, Series 2023: The Board deferred discussion.

District’s conveyance of Lots 1-3, Candelas Commercial Filing No. 3, Amendment No. 2, to Cimarron Development Company (“CDC”) and the District’s acquisition of Tracts A through E, Candelas Commercial Filing No. 3, Amendment No. 2, from CDC upon recordation of the Final Plat for Candelas Commercial Filing No. 3, Amendment No. 2: Attorney Becher reported to the Board that the conveyances will occur upon recordation of the Candelas Commercial Filing No. 3, Amendment No. 2 Final Plat.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steven Nading and, upon vote, unanimously carried, the Board authorized the District’s conveyance of Lots 1-3, Candelas Commercial Filing No. 3, Amendment No. 2, to CDC and the District’s acquisition of Tracts A through E, Candelas Commercial Filing

RECORD OF PROCEEDINGS

No. 3, Amendment No. 2, from CDC upon recordation of the Final Plat for Candelas Commercial Filing No. 3, Amendment No. 2.

Resolution No. 2022-09-01, Resolution of the Board of Directors of Jefferson Center Metropolitan District No. 1 Authorizing the Sale and Acquisition of Certain Real Property: Attorney Becher reviewed with the Board Resolution No. 2022-09-01, Resolution of the Board of Directors of Jefferson Center Metropolitan District No. 1 Authorizing the Sale and Acquisition of Certain Real Property (“Sale and Acquisition Resolution”).

Following review and discussion, upon motion duly made by Director Jeff Nading, seconded by Director Steven Nading and, upon vote, unanimously carried, the Board adopted the Sale and Acquisition Resolution.

Facilities Acquisition Agreement (Trailstone Development) by and between the District, Taylor Morrison of Colorado, Inc., Cimarron Development Company, and Cimarron Commercial, LLC: The Board deferred discussion.

Potential agreement between the District and a future homeowners’ association relative to the operation and maintenance of Trailstone Improvements: Attorney Becher discussed with the Board a potential agreement between the District and a future homeowners’ association relative to the operation and maintenance of Trailstone Improvements. No action was taken at this time.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed the Project Status Report dated August 23, 2022, with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

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

- Consider approval of Change Order No. 8 to the Contract between the District and Wagner Construction, Inc., to lower existing sanitary manholes, in the amount of \$3,208.54.
- Consider approval of Task Order No. 9 to the Contract between the District and Golden Triangle Construction, Inc. for grade stabilization, in the amount of \$2,331.00.
- Consider approval of Task Order No. 18-A1 to the Service Agreement between the District and Martin/Martin, Inc., for Candelas/Indiana intersection modifications Amendment No. 1, in

RECORD OF PROCEEDINGS

the amount of \$644.06.

- Consider approval of Task Order No. 6 to the Master Service Agreement between the District and SWCA, Incorporated, d/b/a SWCA Environmental Consultants, for environmental support for the HWY 93 expansion, in the amount of \$55,600.00.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director McKay and, upon vote carried, the Board approved (or ratified approval of, as appropriate) the Contracts, Change Orders, Task Orders and Work Orders listed above. It was noted that Director Jeff Nading abstained from the votes on all of the Task Orders.

SEMA Construction Inc. Warranty Obligations: Mr. Back and Attorney Becher reported to the Board on the status of the warranty obligations of SEMA Construction, Inc. (“SEMA”).

Mr. Back presented to the Board the proposal from West Construction Ltd. to complete the warranty work to the extent SEMA does not complete the same. Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board authorized the contract with West Construction Ltd., for completion of concrete repairs, in the amount of \$22,850.00, subject to requisite notices to SEMA and final contract review.

GH Phipps Construction Companies Warranty Obligations: Mr. Back and Attorney Becher reported to the Board on the status of the warranty obligations of GH Phipps Construction Companies (“GH Phipps”).

Mr. Back presented to the Board proposals from West Construction Ltd. and Martin Marietta Materials, Inc. to complete the warranty work to the extent GH Phipps does not complete the same. Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board authorized the contract with West Construction Inc., for completion of concrete repairs, in the amount of \$7,325.00, and the contract with Martin Marietta Materials, Inc., for completion of concrete repairs, in the amount of \$31,029.50, both subject to requisite notices to GH Phipps and final contract review.

Premier Earthworks & Infrastructure, Inc. (“PEI”) Warranty Obligations: Mr. Back and Attorney Becher reported to the Board on the status of the warranty obligations of PEI. No Board action was necessary at this time.

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Engagement of Brownstein Hyatt Farber Schreck, LLP: The Board discussed the engagement of Brownstein Hyatt Farber Schreck, LLP as special counsel for warranty matters.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Dooling and, upon vote, unanimously carried, the Board approved the engagement of Brownstein Hyatt Farber Schreck, LLP as special counsel for warranty matters.

CAPITAL IMPROVEMENTS

District Engineer's Cost Certification Report No. 10, dated September 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements: Mr. Back reviewed the report with the Board.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the District Engineer's Cost Certification Report No. 10, dated September, 2022, prepared by Independent District Engineering Services, LLC, certifying District eligible expenditures relative to Trailstone Filing No. 1 Public Improvements, in the amount of \$59,077.01 ("Report No. 10").

Reimbursement to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements: Attorney Becher and the Board discussed the reimbursement to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements.

Following discussion, upon motion duly made by Director Steven Nading, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board authorized reimbursement in the amount of \$59,077.01 (per Report No. 10), to Cimarron Commercial, LLC under the Facilities Funding and Acquisition Agreement between the District and Cimarron Development Company (CDC), as amended, and pursuant to the Letter from CDC regarding Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, subject to approval by Director Bradbury.

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OTHER BUSINESS

There was no other business.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Vendor	Invoice #	Date	Amount in USD	Expense Account	Account Number	Department
360 Rail Services, LLC		6954 9/22/2022	3,104.99	Capital Outlay	7500	3
CTL Thompson		638372 8/31/2022	7,797.00	Engineering	7840	3
Environmental Designs		157548 9/28/2022	1,366.96	Landscape Maintenance	7100	1
Environmental Designs		157615 9/28/2022	214.70	Landscape Maintenance	7100	1
Environmental Designs		157830 9/30/2022	2,630.92	Landscape Maintenance	7100	1
Golden Triangle Construction Inc		6 8/31/2022	(2,786.05)	Retainage Payable	3311	3
Golden Triangle Construction Inc		6 8/31/2022	55,721.00	Capital Outlay	7500	3
Independent District Engineering Services		8574 9/30/2022	500.00	Project management	7800	1
Independent District Engineering Services		8574 9/30/2022	44,577.73	Project management	7800	3
Leo Landscape, LLC		2 9/25/2022	(162.75)	Retainage Payable	3311	3
Leo Landscape, LLC		2 9/25/2022	3,255.00	Capital Outlay	7500	3
	17.0723,17.0724,17.0725,18.091					
	0,20.0287,20.0532,20.0668,20.0					
Martin Martin Inc	717,21.0512,21.1508,21.1528	9/30/2022	58,885.00	Engineering	7840	3
McGeady Becher P.C.	07312022 599B	7/31/2022	14,822.50	Legal	6750	3
McGeady Becher P.C.	07312022 599B	7/31/2022	6,960.70	Legal	6750	1
McGeady Becher P.C.	05312022 599B	5/31/2022	4,795.00	Legal	6750	3
McGeady Becher P.C.	05312022 599B	5/31/2022	3,974.50	Legal	6750	1
McGeady Becher P.C.	09302022 599B	9/30/2022	9,780.50	Legal	6750	3
McGeady Becher P.C.	09302022 599B	9/30/2022	4,842.50	Legal	6750	1
Mountain Shadows Metropolitan Distr	2022 Patio Home	9/30/2022	11,365.42	Mtn Shadow expenses	7910	1
Norris Design, Inc	01-75392	8/31/2022	418.50	Engineering	7840	3
Papillon LLC		1504 9/29/2022	39,238.73	Project management	7800	3
RLI		936252 9/30/2022	250.00	Prepaid insurance	1380	1
Special District Management Services, Inc.	09302022 JCMD1	9/30/2022	1,411.40	Management fees	6100	1
Storm Water Asset Protection, LLC	SWAP0539	9/30/2022	4,438.30	Capital Outlay	7500	1
TIMCO Blasting and Coating, Inc.		7 9/25/2022	(3,957.51)	Retainage Payable	3311	3
TIMCO Blasting and Coating, Inc.		7 9/25/2022	79,150.25	Capital Outlay	7500	3
Triax Engineering, LLC	D22T103-04	9/26/2022	3,505.40	Capital Outlay	7500	3
Wagner Construction, Inc.		9 9/25/2022	(19,341.78)	Retainage Payable	3311	3
Wagner Construction, Inc.		9 9/25/2022	386,835.59	Capital Outlay	7500	3
			<u>723,594.50</u>			
			37,955.40	General		
			<u>685,639.10</u>	Capital		
			<u>723,594.50</u>			

Jefferson Center Metropolitan District No. 1
Cash Position
October 18, 2022

	First Bank General Fund	First Bank Capital Fund	First Bank Debt	Colotrust General Fund	Colotrust Debt Service Fund	Colotrust Capital	UMB Subordinate Project Fund	Total
Balance at 9/21/2022	4,047.26	124,733.86	0.00	410,791.74	261,187.35	494,175.54	34,096,604.95	35,391,540.70
September bill.com payments	(28,027.59)	(947,440.58)	(5,500.00)					(980,968.17)
Xcel Payments	(106.01)							(106.01)
City of Arvada Payments	(2,980.79)							(2,980.79)
Bank Charge	(55.00)							(55.00)
9/30/2022 Interest Income				2,512.22			67,892.94	70,405.16
Transfer between funds	31,169.39	(31,169.39)		(31,169.39)		31,169.39		0.00
Transfer between funds		(5,500.00)	5,500.00		(5,500.00)	5,500.00		0.00
Project Fund Requisition #19		947,440.58					(947,440.58)	0.00
Balance at 10/18/2022	4,047.26	88,064.47	0.00	382,134.57	255,687.35	530,844.93	33,217,057.31	34,477,835.89

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
2022 FORECAST OF GENERAL FUND REVENUES AND EXPENDITURES
AS of 9/30/2022

	Acutal Paid/Received in																	
	2022 Budget	January	February	March	April	May	June	July	August	September	October	November	December	December 2022 received/paid in January 2023	Total Actual	Total Estimated	Total year to date & estimate	Difference to original budget
Revenues:																		
Property taxes (net of AURA increment)	82,683		267	56,487	13,041	9,007		14,479							93,279	-	93,279	10,596
Specific ownership taxes	18,030		1,634	1,449	1,543	1,328		1,234			2,516	2,516	2,516	2,516	7,187	10,062	17,250	(780)
AURA tax increment - District's mill levy	174,887			41,187			16,477		30,335		3,828				87,999	3,828	91,827	(83,060)
Interest Income	9,984	56	68	309	602	1,015	924	1,520	2,167	2,512	1,019	1,019	1,019		9,173	3,058	12,231	2,247
Total Revenues	285,584	56	1,969	99,431	15,186	11,349	17,401	17,232	32,502	2,512	7,363	3,535	3,535	2,516	197,639	16,948	214,587	(70,997)
Expenses:																		
Legal	55,000			13,968	6,522		8,492	-	7,539	10,056	11,644	11,644	11,644	11,644	46,577	46,577	93,154	(38,154)
Accounting	6,000				6,043		3,561	1,100	1,253	1,854	1,726	1,726	1,726	1,726	13,811	6,906	20,717	(14,717)
Audit	5,500									5,900					5,900	-	5,900	(400)
Landscape Maintenance															-	-	-	-
Monthly Ground Services	31,600	2,506	2,506	-	2,506	2,631	5,137	2,631	2,631	2,631	2,631	2,631	2,631		23,179	7,893	31,072	528
Snow removal	3,000	380	903		95		380						459	459	1,758	1,378	3,136	(136)
Repairs	15,000						4,535	3,312		539	2,795				8,386	2,795	11,181	3,819
Management fees	32,000		2,634	1,705	1,693	1,397	1,115	1,422	1,219	1,487	1,584	1,584	1,584	1,584	12,672	6,336	19,008	12,992
Project Management	3,500		312	438	596	596		500	375	754	510	510	510	510	3,571	2,041	5,612	(2,112)
Elections	2,000				222	104	246	30	29						631	-	631	1,369
Insurance	6,300	5,225						419							5,644	-	5,644	656
Miscellaneous	2,000	30	20	51	74	30	10	20	32	55	36	36	36		322	107	429	1,571
Office Supplies	1,000														-	-	-	1,000
Repairs & maintenance								6,333	4,172	4,357	4,954	4,954	4,954	4,954	14,862	19,816	34,678	(34,678)
Utilities	10,000														-	-	-	10,000
Xcel Energy		85	99	95	93	88	87	93	121	106	96	96	96		867	289	1,156	(1,156)
City of Arvada		798		517		73		360		2,981		946			4,729	946	5,675	(5,675)
Treasurer's fees	3,864		4	847	196	135		217		-				-	1,399	-	1,399	2,465
Transfer to #2 General Fund	53,978			7,904				2,672			21,701			21,701	10,576	43,402	53,978	-
Transfer to Mt Shadows for O&M	11,283										11,283				-	11,283	11,283	-
Total Expenses (less contingency & reserve)	242,025	9,024	6,478	25,525	18,040	5,054	23,563	19,109	17,371	30,720	58,961	24,587	23,641	42,579	154,884	149,769	304,653	(62,628)
Funds Remaining	43,559	(8,968)	(4,509)	73,906	(2,854)	6,295	(6,162)	(1,877)	15,131	(28,208)	(51,598)	(21,052)	(20,106)	(40,064)	42,755	(132,820)	(90,066)	(133,625)

CONDENSED SOURCES & USES
As of 10/20/22

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

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

Reconciliation to Post 12/2/19 - JCMD2

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

Reconciliation to Post 12/2/19 - CCLLC

CCLLC Held Balance 363.05

Post - 12/2/2019 Allocations																								
SOURCES		RESIDENTIAL USES					COMERCIAL USES															BALANCE		
Sources	Unrestricted Including CCLLC	Whisper Village	Taylor Morrison	Rangewater	Allocated	Unrestricted Available	IGA Restricted Balance	Kentro Retail 1	Kentro Retail 2	SCL - Candelas Medical	Whisper Village	Arvada Fire	Freedom Street Restaurant	Z&N Retail	Rangewater Clubhouse	Rangewater Rec Center	Brakes Plus	Taco Bell	Total Commercial	Not Allocated	Combined Allocations	CCLLC Available	Restricted Commercial Available	
Allocations JCMD2	119.15	33.00	86.15	-	119.15	-	150.00	2.50	2.50	2.50	15.00	2.50	2.50	2.50	2.50	2.50	0.75	2.50	38.25	111.75	157.40	-	111.75	
Allocations CCLLC	363.05	-	226.85	113.70	340.55	22.50	-	-	-	-	-	-	-	-					-	-	340.55	22.50	-	

COMMERCIAL WATER ALLOCATION COMMITMENTS
As of 10/20/22

User	Final Tap Size	Final Allocation	Final Letter Date	Preliminary Tap Size	Preliminary Allocation	Preliminary Letter Date	Available Balance (AF)
Pre-12/2/19 Allocations							
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
King Soopers Retail Center	2.00	4.00	3/20/2019				578.98
Sautter Arvada School	1.00	1.25	3/20/2019				577.73
7-11	1.00	1.25	3/20/2019				576.48
Starbucks	1.00	1.25	3/20/2019				575.23
Three Creeks Elementary	3.00	7.50	3/20/2019				567.73
Whisper Creek Station - Arvada PD	1.00	1.25	3/20/2019				566.48
Candelas Point Retail (Block 1, Lot 3)	1.50	2.50	3/29/2019				563.98
Candelas Point Retail (Block 1, Lot 4)	1.50	2.50	3/29/2019				561.48
Chase Bank	1.00	1.25	4/5/2019				560.23
First Bank	1.00	1.25	7/30/2019				558.98
Wendy's	1.00	1.25	7/30/2019				557.73
Wild Grass Lot 3 (Bldg. A)				1.50	2.50	4/11/2019	555.23
Wild Grass Lot 3 (Bldg. B)				1.50	2.50	4/11/2019	552.73
Wild Grass Lot 3 (Bldg. C)				2.00	4.00	4/11/2019	548.73
Wild Grass Lot 3 (Bldg. D)			226.85	2.00	4.00	4/11/2019	544.73
Indiana Plaza				1.00	1.25	4/19/2019	543.48
Primrose School				1.50	2.50	4/25/2019	540.98
Les Schwab				1.00	1.25	8/16/2019	539.73
Total		<u>36.50</u>			<u>18.00</u>		
Initial Allocation Not Included							
Cimarron Commercial LLC					363.05		176.68
Post-12/2/19 Allocations							
Beginning Balance							150.00
Kentro Retail 1				1.50	2.50	10/7/2009	147.50
Kentro Retail 2				1.50	2.50	10/7/2019	145.00
Candelas Medical - SCL				1.50	2.50	10/7/2019	142.50
Whisper Village Commercial (TBD)					15.00		127.50
Arvada Fire				1.50	2.50	3/19/2021	125.00
Freedom Street Restaurant				1.50	2.50	6/3/2021	122.50
Z&N Retail				1.50	2.50	1/1/2022	120.00
Rangewater Club House				1.50	2.50	6/22/2022	117.50
Rangewater Rec Center				1.50	2.50	6/22/2022	115.00
Brakes Plus				0.75	0.75	6/22/2022	114.25
Taco Bell				1.50	2.50	6/22/2022	111.75
Total					<u>38.25</u>		
Total Acre Feet Remaining Unallocated							111.75

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 10/20/22

User	Acre Feet	Available Balance (AF)
Pre-12/2/19		
		1275.01
Canyon Pines	36.00	1239.01
Mountain Shadows	200.00	1039.01
Arvada Residential Partners	1039.01	0.00
Total	<u>1275.01</u>	
Post-12/2/19		
		482.20
Whisper Village	33.00	449.20
Taylor Morrison	308.00	141.20
Taylor Morrison	3.00	138.20
Rangewater	113.70	24.50
Taylor Morrison	2.00	22.50
Total	<u>459.70</u>	

226.85

**PRIOR AGREEMENT
CONDENSED SOURCES & USES
As of 12/2/19**

WATER SOURCES		ALLOCATED RESIDENTIAL					ALLOCATED COMMERCIAL																								TOTAL				
Project Water	Acres Feet	CPMD	MSMD	ARP	Not Allocated	Total Residential	CCLLC	Yorlar	Plains End	Candelas Irrigation	King Scoopers	King Scoopers Gas	King Scoopers Retail	Sautter	7-11	Starbucks	Three Creeks	Anavda Police	Candelas Point Retail I (Block 1, Lot 3)	Candelas Point Retail II (Block 1, Lot 4)	Chase Bank	Wild Grass Lot 3 Strip A (Retail E. of Starbucks)	Wild Grass Lot 3 Strip B (Retail E. of Starbucks)	Wild Grass Lot 3 Strip C (Retail E. of Starbucks)	Wild Grass Lot 3 Strip D (Retail E. of Starbucks)	Indiana Plaza at Candelas	Pinnrose School	First Bank	Wendy's	Les Schwab	Not Allocated	Total Commercial	Acres Feet		
12/6/89 Annex Agmt w/ Anavda	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/ Anavda (20% Water)	4.60	-	-	4.60	-	4.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.60	-
1991 IGA W/ Anavda (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/ Anavda (20% Water)	0.38	-	-	0.09	-	0.09	0.29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.29	0.38	-
2005 IGA W/ Anavda, Section 3.2b	50.60	-	-	50.60	-	50.60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50.60	-
2005 IGA W/ Anavda (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/ Anavda (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 Anavda	300.00	-	-	75.00	-	75.00	-	-	-	0.32	4.00	0.75	4.00	1.25	1.25	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	1.25	176.68	48.32	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	4.00	1.25	1.25	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	1.25	176.68	417.55	1,869.24	-



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SNOW SERVICES AGREEMENT

EDI Contact: Matthew Ward

Project Name: Jefferson Center Metro District

Project Address Candelas, Arvada, CO 80005

Proposal #: 102383

Effective Date: October 1, 2022

Termination Date: May 31, 2023

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 10/1/2022 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client"), and shall remain in full effect until 5/31/2023 (the "Termination Date") subject to the terms and conditions herein. The Client and the Contractor agree as follows:

1. GENERAL PROVISIONS

- A. The Client agrees that the Client shall provide a Map of where they desire for snow to be piled from the snow plowing/shoveling services in this Agreement. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.
- B. The Contractor and the Client agree that snow plowing/shoveling services shall begin when a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement and that the Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents. All parties agree that Environmental Designs, Inc. is not responsible for slippery and/or icy conditions during the days following a storm. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor.
- C. The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. It is the responsibility of the Client to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the Client to mitigate the risk.
- D. Although the Contractor shall use its best effort to minimize damages, the Client agrees that Environmental Designs, Inc. shall not be responsible for any curb or other property damage that was existing prior to services being rendered or as a result of performing services, this includes but is not limited to curbs, walks, speed bumps, etc.
- E. The Client acknowledges that the Contractor is not a 24-hour monitoring service. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement.
- F. The Client and the Contractor agree that a Site Inspection Fee will be charged when a physical visit to the site is required to determine if services are needed. If services are rendered as detailed in this Agreement, then no Site Inspections shall be invoiced. However, in the occurrence of snow events where accumulation must be verified on site to determine if snow depths have met the tolerances to trigger services as outlined within this Agreement and no services are rendered, then a Site Inspection will be billed to the Client as detailed in this Agreement.
- G. If the average fuel price index for Denver, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon ("Benchmark Price"), a fuel surcharge of 3% will be applied to all invoices associated with this Agreement until fuel prices drop below the Benchmark Price, said surcharge shall increase 3% for every \$0.50 increase above the Benchmark Price of \$4.00 per gallon.
- H. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of the Contractor. Any obligation in this Agreement that, by its terms, is intended to be performed after completion shall survive the same.
- I. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this agreement, and bill accordingly.
- J. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

2. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

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A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.

C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

A. Snow Plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATV's, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing Services shall commence when accumulation reaches the depth as outlined herein.

<p>Client Approves Snow Plowing Services</p> <p>_____ Client Initials</p> <p>Snow plowing shall begin when on site snow depth reaches: <input type="checkbox"/> Trace of Snowfall <input type="checkbox"/> 1" of Accumulation <input type="checkbox"/> 2" of Accumulation</p>	<p>Client declines Snow Plowing Services</p> <p>_____ Client Initials</p>
--	---

B. Ice Slicer Services can only be performed after Snow Plowing Services have been performed, therefore, the Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the Client, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

<p>Client Approves Ice Slicer Services</p> <p>_____ Client Initials</p>	<p>Client declines Ice Slicer services</p> <p>_____ Client Initials</p>
---	---

C. Snow Shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATV's, Snow Blowers, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.

<p>Client Approves Snow Shoveling Services</p> <p>_____ Client Initials</p> <p>Snow shoveling shall begin when on site snow depth reaches: <input type="checkbox"/> Trace of Snowfall <input type="checkbox"/> 1" of Accumulation <input type="checkbox"/> 2" of Accumulation</p>	<p>Client declines Snow Shoveling Services</p> <p>_____ Client Initials</p>
--	---

D. Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, the Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the Client, as indicated below, the Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products as well as damage to hardscape due to application. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

<p>Client Approves Ice Melt Services.</p> <p>_____ Client Initials</p>	<p>Client declines Ice Melt Services.</p> <p>_____ Client Initials</p>
--	--

A.	4X4 Pickup Truck with Wings	\$150.00/hour	1 Hour Minimum per trip
B.	4X4 ATV with 48" Blade	\$110.00/hour	1 Hour Minimum per trip
C.	Front End Loader, 2-1/2 yard bucket or larger	\$295.00/hour	2 Hour Minimum per trip
D.	Skid Steer Tractor	\$195.00/hour	2 Hour Minimum per trip
E.	Dump Truck	\$225.00/hour	2 Hour Minimum per trip
F.	Snow Blower	\$95.00/hour	1 Hour Minimum per trip
G.	Mini-Skid Steer with Broom/Plow/Blower/Bucket	\$160.00/hour	1 Hour Minimum per trip
H.	Ride On Broom or UTV with Blade	\$195.00/hour	1 Hour Minimum per trip
I.	Hand Shovel	\$75.00/hour	1 Hour Minimum per trip
J.	Ice Slicer Truck (Parking Lots)	\$105.00/trip charge	
K.	Site Inspections	\$75.00/Each Visit	
L.	Snow Stakes and Site Protection	\$75.00/hour	Plus Materials
M.	Ice Slicer	\$0.45/pound	250 Pound Minimum
N.	Ice Melt	\$1.40/pound	50 Pound Minimum

In the event that Client declines services during the holidays listed above, Client agrees to hold EDI harmless from any and all snow/ice related incidents as a result of not performing services.

A. Billing will be processed in a timely manner following the services performed and all invoices shall be due NET 30 from date of invoice. Contractor reserves the right to discontinue services due to nonpayment and in such case shall be held harmless from any and all snow/ice related incidents.

Jefferson Center Metro District

Client

CHANGE ORDER

Change Order No: 2	Date Issued: October 25, 2022
Name of Agreement: Service Agreement for 2020-2021 Snow Removal Services	
Date of Agreement: October 9, 2020	District(s): Jefferson Center Metropolitan District No. 1
Other Party/Parties: Environmental Designs Inc.	

CHANGE IN SCOPE OF SERVICES (describe): Fees shown in Exhibit B are revised for 2022-2023 as per Section 5 of the attached proposal dated October 1, 2022.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ _____	Original Term: Expires _____, 20____
Increase of this Change Order: \$ _____	New Term: Expires _____, 20____
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By: _____	By: _____
District	Consultant



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LANDSCAPE MAINTENANCE AGREEMENT

EDI Contact: Matthew Ward
Project Name: Jefferson Center Metro District
Project Address: Candelas, Arvada, CO 80005

Proposal #: 104829
Effective Date: May 1, 2023
Termination Date: April 29, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 5/1/2023 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Jefferson Center Metro District (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.
- C. In the event that Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 environmentaldesigns.com

5. ADDITIONAL SERVICES AVAILABLE

A. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, deckscape, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

6. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per annum). ENVIRONMENTAL DESIGNS, INC. or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

12 Monthly Installments of:	\$2,867.02
Starting:	May 2023
Ending:	April 2024
Total Contract Price:	\$34,404.27

D. In the event that the average fuel price index, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Snow Services Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

7. ACCEPTANCE

ENVIRONMENTAL DESIGNS, INC.
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113

Jefferson Center Metro District
Candelas
Arvada, CO 80005
303-987-0835 x 237

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name

Printed Name

EXHIBIT A

Scope of Services (the "Work")

Weekly Services	Frequency included in this Agreement	26
Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-weekly from April to October.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Aeration - Spring	Frequency included in this Agreement	1
A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.		
Aeration - Fall	Frequency included in this Agreement	1
A core aeration of all turf areas shall be performed in the Fall to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.		
Fertilization - Spring Turf	Frequency included in this Agreement	1
Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.		
Fertilization - Summer Turf	Frequency included in this Agreement	1
Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.		
Fertilization - Fall Turf	Frequency included in this Agreement	1
Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.		
Prune Trees & Shrubs	Frequency included in this Agreement	1
This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.		

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.		
Irrigation Activation	Frequency included in this Agreement	1
This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.		
Irrigation Checks - Bi-Weekly	Frequency included in this Agreement	14
This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.		
Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.		
Irrigation Winterization	Frequency included in this Agreement	1
This service includes a fully system shutdown and Winterization.		
Backflow Wrap	Frequency included in this Agreement	1
This service includes the insulating and wrapping of backflow devices in order to prolong the watering season into the fall.		
Pre-Emergent Application-Beds/Parking	Frequency included in this Agreement	1
This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Broadleaf Application Round 1	Frequency included in this Agreement	1
This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Broadleaf Application Round 2	Frequency included in this Agreement	1
This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Winter Services	Frequency included in this Agreement	24
Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.		

EXHIBIT A

Scope of Services (the "Work")

PHC-Fall Deep Root Feeding	Frequency included in this Agreement	0
<p>This proposal is for Deep Root Fertilization of all trees throughout the property. Fertilization promotes growth, and overall health</p> <p>Please note- the injection consists of three fertilizer components; beneficial mycorrhizal spores, Coron fertilizer, and chelated micronutrients.</p>		

Native Mowing Round 1	Frequency included in this Agreement	1
<p>This service includes one round of mowing of the Native Areas associated with this agreement.</p>		

Native Mowing Round 2	Frequency included in this Agreement	1
<p>This service includes one round of mowing of the Native Areas associated with this agreement.</p>		

Native Mowing Round 3	Frequency included in this Agreement	1
<p>This service includes one round of mowing of the Native Areas associated with this agreement.</p>		

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

CHANGE ORDER

Change Order No: 5	Date Issued: October 25, 2022
Name of Agreement: Service Agreement for Landscape Maintenance Services	
Date of Agreement: November 26, 2019	District(s): Jefferson Center Metropolitan District No. 1
Other Party/Parties: Environmental Designs Inc.	

CHANGE IN SCOPE OF SERVICES (describe): <p style="text-align: center;">Fees for 2023 Landscape Maintenance Services are updated in Exhibit A, as per attached proposal dated September 15, 2022.</p>	
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$27,096.82	Original Term: Expires _____, 20__
Increase of this Change Order: \$34,404.27	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$130,005.72 (+ CO#2 up to \$2,095.11)	Agreement Time with all Approved Change Orders:

APPROVED:	APPROVED:
By: _____	By: _____
District	Consultant



October 17, 2022

VIA EMAIL - RMORRIS@ARVADA.ORG AND JMORALES@ARVADA.ORG

Rachel Morris, City Attorney
Jessica Morales, Assistant City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Re: Jefferson Center Metropolitan District Nos. 1 and 2
Objection to Council Bill No. 22-071, an Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges

Dear Ms. Morris and Ms. Morales:

We serve as general counsel for Jefferson Center Metropolitan District No. 1 (“**JCMD1**”) and Jefferson Center Metropolitan District No. 2 (“**JCMD2**” and with JCMD1, the “**Districts**”). It has come to the Districts’ attention that the City of Arvada (the “**City**”) is proposing to substantially increase its water system development charges, previously known as water tap fees, and its sewer system development charges, previously known as sewer tap fees (collectively, the “**System Development Charges**”). To affect such increases, Council Bill No. 22-071, an Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges (the “**Proposed Ordinance**”) was introduced and read on first reading to the City Council for the City (“**City Council**”) at the October 3, 2022 City Council meeting. We understand the Proposed Ordinance will be considered for approval by City Council at the October 17, 2022 City Council meeting.

The Districts hereby make a formal objection to the Proposed Ordinance in advance of the City Council’s consideration of the same at the October 17, 2022 City Council meeting. The City and JCMD2 are parties to that certain Intergovernmental Agreement dated April 4, 2005, as amended January 11, 2010, April 7, 2014, June 29, 2015, February 6, 2017, and December 2, 2019 (collectively, the “**2005 IGA**”). The method of calculating the System Development Fees, including the proposed discounts thereto, does not take into consideration the contractual requirements under the 2005 IGA. Specifically, Section 3.5 of the 2005 IGA requires the City’s calculation methodology to take into account the initial capital costs of water rights and other facilities conveyed at no cost to the City by the Districts. Further, the City is not, through tap or

Rachel Morris, City Attorney
Jessica Morales, Assistant City Attorney
October 17, 2022
Page 2

other fees, to charge the Districts the initial capital costs of water rights or facilities conveyed at no cost to the City by the Districts.

Since 2005, the City has calculated sewer tap fees and water tap fees and discounts for the same for the property within the service area of the Districts using the methodology established in the 2005 IGA and as further delineated in that January 8, 2008 memorandum from Jim Sullivan, in his capacity as the Utilities Manager for the City. This established methodology recognized the substantial capital infrastructure and water rights provided by the Districts to the City at no cost to the City. The City's proposed System Development Charges and discounts do not take into account this established methodology.

The Districts reserve the rights and remedies available to them under the 2005 IGA and law. **To the extent the City does not address the Districts' concerns relative to the proposed System Development Charges, the Districts will utilize all rights and remedies available to them under the 2005 IGA and law.**

Very truly yours,

MCGEADY BECHER P.C.

Megan Becher

Megan Becher

Cc: Lori Gillis, City Manager, City of Arvada
City Council, City of Arvada
Boards of Directors, Jefferson Center Metropolitan District Nos. 1 and 2

599.0003 F
.0003 R
signed

RESOLUTION NO. 2011-05-01

**AMENDED AND RESTATED RESOLUTION OF THE
JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
IMPOSING FACILITIES FEES**

WHEREAS, Jefferson Center Metropolitan District No. 1 is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), organized in 1989 to serve certain commercial properties located within the Jefferson Center Development Area, as more particularly set forth on **Exhibit A** (as such description may change from time to time by the inclusion of property into, or exclusion of property from the boundaries of the District, the “**Property**”); and

WHEREAS, the District operates pursuant to an Amended and Restated Service Plan approved by the City of Arvada, Colorado (the “**City**”) on March 4, 2005 (the “**Service Plan**”); and

WHEREAS, pursuant to its Service Plan, the District is authorized to finance, acquire, construct and install certain public infrastructure improvements, including but not limited to water, sanitation, streets, safety protection, parks and recreation, transportation, television relay and translation, limited fire protection, and mosquito control facilities and improvements (collectively, the “**Facilities**”); and

WHEREAS, the District is authorized, pursuant to Section 32-1-1001(1)(j)(I), C.R.S., and pursuant to its Service Plan, to fix fees and charges for the Facilities provided by the District; and

VR

WHEREAS, the District has determined that, to meet the costs of providing the Facilities, it is necessary and in the best interests of the District and its taxpayers, to impose a Facilities Fee to provide for funding for the provision of the Facilities; and

WHEREAS, on March 12, 2006, the District adopted Resolution No. 2006-03-02, Resolution of the Jefferson Center Metropolitan District No. 1 Imposing Facilities Fees (the “**Original Resolution**”); and

WHEREAS, pursuant to the Original Resolution, the District imposed a Facilities Fee on all Property within the boundaries of the District at a rate based upon a percentage of the Water, Sewer and Wastewater Tap Fee rates established and imposed by the City; and

WHEREAS, the District does not intend on providing sanitary sewer or wastewater services to the Property and therefore desires to amend the Original Resolution to eliminate that portion of the Facilities Fee based upon a percentage of the Sewer and Wastewater Tap Fee rates established by the City; and

WHEREAS, in order to induce long-term relationships with developers and/or homebuilders within the District, the District desires to set forth a process by which the District may consider an exemption from the Facilities Fees, in certain circumstances; and

WHEREAS, this Resolution shall be recorded on the Property to put the property owners on notice of this imposition of Facilities Fees; and

WHEREAS, the District desires to amend and restate the Original Resolution; and

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

1. **Definitions:** The following words and phrases used herein shall have the following meaning:

(a) Board: The duly elected or appointed Board of Directors of the District, as constituted from time to time.

(b) CIP: The then current Capital Improvement Program, as such term is defined in the FFCO, as such may be amended from time-to-time in the District's sole discretion.

(c) Commercial Fee Rate: An amount that is equivalent to twenty-five percent (25%) of the then-current Water Tap Fee rates of the City which, as such, may be increased or decreased from time to time in the discretion of the District based upon the then-current Water Tap Fee rates of the City.

(d) Commercial Unit: A commercial building located on the Property, intended for commercial, office, retail or warehouse uses, as reasonably determined by the District.

(e) Credit: The amount of Facilities Fee(s) waived by the District for the Developer's construction of Site-Specific Improvements, as determined by the District in accordance with Section 3 of this Resolution.

(f) Developer: Any owner or developer of Property within the District.

(g) District Service System: The system of water, sanitation, streets, safety protection, parks and recreation, transportation, television relay and translation, fire protection, and mosquito control facilities constructed by the District.

(h) Equivalent Unit(s): The number of Commercial Units located on the Property, as identified on the building permit issued by the City for any Commercial Unit.

(i) Exempt Properties: Those portions of the Property which the Board has, in the exercise of its sole discretion, exempted from payment of the Facilities Fee(s) upon satisfaction of the conditions set forth in Section 3 of this Resolution.

(j) Facilities Fee(s): The payment made or to be made by the owner(s) of the Property to the District as consideration for the applicable Equivalent Unit(s).

(k) FFCO: That certain Facilities Funding, Construction and Operations Agreement dated July 26, 2005 by and between the District, Jefferson Center Metropolitan District No. 2, Cimarron Metropolitan District, Vauxmont Metropolitan District, Canyon Pines Metropolitan District and Mountain Shadows Metropolitan District, as it has been and may be amended from time to time.

(l) MIP: The then current Master Infrastructure Plan, as such term is defined in the FFCO, as such may be amended from time-to-time in the District's sole discretion.

(m) Request: That certain request submitted by a Developer in accordance with Section 3(a) of this Resolution.

(n) Site-Specific Improvements: Those public improvements identified in the District's MIP and CIP as necessary to provide service to the Property which have been identified and proposed to be constructed by a Developer, at the Developer's sole cost and expense in lieu of payment of the applicable Facilities Fee(s).

2. Imposition of Fee. The Board of Directors hereby imposes a Facilities Fee on the Property. The Facilities Fee is hereby imposed at the Commercial Fee Rate. Revenues from collection of the Facilities Fees shall be utilized to pay debt service obligations of the District, in

the District's discretion. The Facilities Fee shall be due upon the earlier of either (a) the City's issuance of a building permit for any portion of the applicable Property, or (b) upon an alternate payment schedule agreed to in writing by the District and a Developer.

3. **Exemption from Fee.** The Board may, in the exercise of its sole discretion, exempt certain Property from payment of the Facilities Fees upon satisfaction of the following conditions:

(a) The Developer submits to the District a request to construct, at its sole cost and expense, certain Site-Specific Improvements in lieu of payment of the Facilities Fees. Such Request shall be in substantially the form set forth on **Exhibit B**, attached hereto and incorporated herein by this reference, and shall include the following information: (1) a list of the Site-Specific Improvements; (2) drawings of the Site-Specific Improvements; (3) the estimated costs to construct the Site-Specific Improvements; (4) design and construction schedules for the Site-Specific Improvements, when available; (5) a drawing and legal descriptions of the easements to be conveyed to the District or applicable entity for ownership, operation and maintenance of the Site-Specific Improvements, when available; and (6) the amount of the Facilities Fee(s) the Developer is requesting the District waive;

(b) Within forty-five (45) days of receipt of the Request, the District shall review the Site-Specific Improvements and determine to accept in whole or in part the Request or to deny the Request. In making its decision, the District shall determine if the Site-Specific Improvements are consistent with the then-current MIP and the then-current CIP. If the District accepts the Request, the District shall place a line through any Site-Specific Improvements which are not consistent with the MIP and CIP, shall specify the amount of the Facilities Fee(s) for

which a Credit is granted and shall sign and return the Request to the owner(s). If the District denies the Request, the District shall write "Denied" on the Request, and without signing the Request, shall return it to the owner(s);

(c) At the request of the District, and in the District's sole and absolute discretion, the Developer enters into a Facilities Fee Agreement with the District regarding the construction of the Site-Specific Improvements which have been approved by the District which shall address the need for the Developer to convey or cause to be conveyed to the District or another applicable approving/accepting governmental entity, fee simple title and/or easements to such property or properties as may reasonably be required to own, operate and maintain, and/or have access to the Site-Specific Improvements;

(d) At the request of the District, and in the District's sole and absolute discretion, the Developer shall provide collateral or security to assure timely performance in accordance with the design and construction schedules provided as part of the Request;

4. Construction of Site-Specific Improvements. The Developer shall, at its sole cost and expense, construct or cause to have constructed the Site-Specific Improvements in accordance with standards and specification of the City or other appropriate jurisdictions and in accordance with other applicable local, state or federal rules and regulations, within the time provided in the design and construction schedules, as the same may be extended by the District in its sole and absolute discretion, and subject to the following:

(a) The Developer shall, prior to awarding a construction contract, obtain a minimum of three (3) written bids, which shall be provided to the District;

(b) Upon completion of the Site-Specific Improvements and subject to the Developer being granted a Credit, the Developer shall provide the following to the District:

- (i) As-built drawings for the Site-Specific Improvements;
- (ii) Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full in a form acceptable to the District, and a Certificate of Lien Waivers from the Developer, in substantially the form attached hereto as **Exhibit C** and incorporated herein by this reference;
- (iii) An assignment from the Developer to the District of any warranties associated with the Site-Specific Improvements, in a form acceptable to the District;
- (iv) An executed Bill of Sale conveying the Site-Specific Improvements to the District, in substantially the form attached hereto as **Exhibit D** and incorporated herein by this reference.

5. Termination of Credit. Any Credit against payment of the Facilities Fee(s) shall terminate and become void, without notice or demand, upon any default by the Developer under or with respect to a Facilities Fee Agreement or by failure of the owner(s) to comply with the terms of this Resolution.

6. Statutory Lien. Facilities Fees shall constitute a statutory and perpetual lien upon and against the Property pursuant to Section 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of the services and facilities to the Property. This Resolution shall be recorded in the Jefferson County real property records against those properties contained within

the legal description set forth on **Exhibit A**, attached hereto and incorporated herein by this reference. The lien shall be perpetual in nature as defined by the laws of the State of Colorado and shall run with and burden the Property. The lien shall be released upon payment of the Facilities Fees and/or completion and preliminary acceptance of the Site-Specific Improvements by the appropriate jurisdiction.

7. Default. Failure to make timely payment of the Facilities Fees due hereunder shall be a default hereunder and upon such default, interest shall be imposed and shall accrue on the total amount of Facilities Fees due at the rate of 12% per annum. Upon any such default, the District shall be entitled to pursue such remedies as may be authorized by law, including but not limited to foreclosure of its lien. In the event the District pursues any such remedies, the defaulting property owner shall pay all costs suffered or incurred by the District in connection with the pursuit of its remedies, including attorneys' fees.

8. Exempt Properties. The Facilities Fees shall not be imposed on real properties conveyed to and/or owned by non-profit owners' associations, governmental entities or utility providers.

9. Inquiries. Any inquiries pertaining to the Facilities Fees may be directed to the District's manager at 141 Union Boulevard, Suite 150, Lakewood, CO 80228, 303-987-0835.

10. Judicial Invalidation. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, clause or portion hereof, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution.

Approved and adopted this 24th day of May, 2011.

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

By: 

President

Attest:



Secretary

EXHIBIT A

(Property)

**JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN SECTIONS 19 AND 30, T2S, R69W, SECTIONS 17 THROUGH 26, 28, 29 AND 30, T2S, R70W AND IN SECTIONS 11, 13, 14, 23, 24, AND 25, T2S, R71W, AND IN SECTION 12, T3S, R70W OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 21, R70W;
THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21, 22, 23, AND 24 AND THE NORTH LINE OF SAID SECTION 19, R69W TO THE EAST RIGHT-OF-WAY LINE OF INDIANA STREET;
THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID SECTION 19;
THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 24;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 24 TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF LOT 6 OF WESTMINSTER GARDENS;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6 AND THE NORTHERLY PROJECTION THEREOF TO THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 10 AND 9 AND THE EASTERLY PROJECTION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF INDIANA STREET;
THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 24 OF WESTMINSTER GARDENS;
THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF SAID LOT 24 AND THE EASTERLY PROJECTION THEREOF TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 24;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 23 TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 72;
THENCE WEST ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID LOT 22;
THENCE NORTH ALONG SAID WEST LINE AND ITS PROJECTION TO THE SOUTH LINE OF SAID LOT 11;
THENCE EAST ALONG SAID SOUTH LINE TO A LINE LYING 2 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 11 AND 6;
THENCE NORTH ALONG SAID PARALLEL LINE AND ITS PROJECTION TO THE SOUTH LINE OF SAID SECTION 24;
THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 1;

THENCE SOUTH ALONG SAID PROJECTION AND THE EAST LINE OF SAID LOTS 1,
 16, AND 17 TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 72;
 THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST LINE OF
 SAID SECTION 26;
 THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH RIGHT-OF-WAY LINE OF
 THE DENVER & RIO GRANDE WESTERN RAILROAD;
 THENCE NORTHWEST ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH LINE OF
 SAID SECTION 26;
 THENCE EAST ALONG SAID NORTH LINE TO THE SOUTH RIGHT-OF-WAY LINE OF
 COLORADO HIGHWAY 72;
 THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE
 INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE SOUTHERLY PROJECTION
 OF THE WEST LINE OF THAT PARCEL DESCRIBED IN THE BOUNDARY SURVEY
 LOCATED IN SAID SECTION 22, RANGE 70 WEST, RECORDED IN BOOK 88 AT PAGE
 38, RECEPTION NUMBER 86040743;
 THENCE NORTH ALONG SAID WEST LINE AND ITS SOUTHERLY PROJECTION TO
 THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID
 SECTION 22;
 THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID
 SECTION 21;
 THENCE ALONG THE EAST LINE OF SAID SECTION 21 TO THE SOUTHEAST
 CORNER OF SAID SECTION 21;
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 21 TO THE SOUTHWEST
 CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21;
 THENCE ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST
 CORNER OF SAID EAST HALF;
 THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST
 QUARTER OF SAID SECTION 21 TO THE SOUTH LINE OF THE NORTH HALF OF THE
 NORTHEAST QUARTER OF SAID SECTION 21;
 THENCE ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THE NORTH
 HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
 THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE EAST LINE OF
 THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
 THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF
 SAID WEST HALF;
 THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST
 QUARTER OF SAID SECTION 21 TO THE NORTHWEST CORNER OF THE SOUTHEAST
 QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
 THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE EAST
 RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 93;
 THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH
 LINE OF SAID SECTION 21;
 THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID
 WEST HALF OF THE SOUTHWEST QUARTER;
 THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST
 QUARTER OF SAID SECTION 28 TO THE SOUTHEAST CORNER OF SAID WEST HALF;

THENCE WEST ALONG THE SOUTH LINE OF SAID WEST HALF TO THE EAST
 QUARTER CORNER OF SAID SECTION 29;
 THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION
 29 TO THE WEST QUARTER CORNER OF SAID SECTION 29;
 THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID
 SECTION 30 TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
 THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE
 SOUTHEAST QUARTER OF SAID SECTION 30 TO THE SOUTHWEST CORNER OF
 SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
 THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE
 SOUTHEAST QUARTER OF SAID SECTION 30 TO THE SOUTHEAST CORNER OF SAID
 NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
 THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE
 SOUTHEAST QUARTER OF SAID SECTION 30 TO THE SOUTHEAST CORNER OF SAID
 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
 THENCE ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE SOUTHWEST
 CORNER OF SAID SECTION 30;
 THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 30 TO A POINT AT
 WHICH SAID WEST LINE INTERSECTS THAT LINE WHICH APPROXIMATELY
 REPRESENTS THE 7,400 FOOT CONTOUR LINE SHOWN ON THAT SURVEY BY
 MEURER SERAFINI MEURER, FILE NO. 40835, DATED FEBRUARY 14, 1972;
 THENCE DEPARTING SAID WEST LINE, NORTHWESTERLY ALONG THAT LINE
 THAT APPROXIMATELY REPRESENTS SAID 7,400-FOOT CONTOUR TO THE NORTH
 LINE OF SECTION 25, RANGE 71 WEST;
 THENCE ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID
 SECTION 25;
 THENCE ALONG THE EAST LINE OF SAID SECTION 25 TO THE SOUTHWEST
 CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1901, PAGE 535 IN THE
 OFFICE OF THE JEFFERSON COUNTY CLERK AND RECORDER;
 THENCE ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHEAST CORNER
 OF SAID PARCEL;
 THENCE ALONG THE EAST LINE OF SAID PARCEL TO THE NORTH LINE OF SAID
 SECTION 30, RANGE 70 WEST;
 THENCE ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF THE EAST
 HALF OF SAID SECTION 19;
 THENCE ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST
 CORNER OF SAID EAST HALF;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 19 TO THE NORTHWEST
 CORNER OF SAID SECTION 19;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 24, RANGE 71 WEST, TO THE
 NORTH QUARTER CORNER OF SAID SECTION 24 AND THE NORTHEAST CORNER
 OF THAT PARCEL OF LAND DESCRIBED IN THE OFFICE OF THE JEFFERSON
 COUNTY CLERK AND RECORDER AT RECEPTION NO. 86125392, DATED OCTOBER
 15, 1986;
 THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION
 24 TO THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF THAT EXISTING ROAD REFERRED TO IN SAID DOCUMENT;
THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE WESTERLY BOUNDARY OF SAID PARCEL;
THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE SOUTHWEST CORNER OF SAID SECTION 13;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13 TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 72;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO HIGHWAY 72 AND THE WESTERLY RIGHT-OF-WAY OF COLORADO HIGHWAY 93;
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID SECTION 20, TOWNSHIP 2 SOUTH;
THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION, EXCEPTING THERE FROM THOSE PROPERTIES CONTAINED IN THE WARRANTY DEED RECORDED AT RECEPTION NUMBER 88026433 ON MARCH 22, 1988, AND ALSO EXCEPTING THAT PARCEL DESCRIBED IN THAT DEED RECORDED IN BOOK 2052 AT PAGE 21.

AND ALSO: THE FOLLOWING FIVE (5) PARCELS AS SHOWN IN THE ORDER OF INCLUSION RECORDED OCTOBER 31, 1997 AT RECEPTION NO. F0501383.

PARCEL A:

A TRACT OF LAND LOCATED IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W $\frac{1}{4}$ CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 21 BEARS N 00°, 03 MIN. 10 SEC. W,
THENCE N 89° 34 MIN 32 SEC E, 3968.04 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING;
THENCE S00° 23 MIN. 21 SEC. E, 518.56 FEET ALONG THE EAST LINE OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 21 TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;
THE FOLLOWING COURSES AND DISTANCES ARE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DENVER & RIO GRANDE RAILROAD;
THENCE SOUTHWESTERLY, 1819.39 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID ARC HAVING A RADIUS 2962.65 FEET, A CENTRAL

ANGLE OF 35° 11 MIN. 09 SEC. AND BEING SUBTENDED BY A CHORD THAT BEARS
 S 74° 22 MIN. 15 SEC. W, 1790.94 FEET;
 THENCE S 55° 15 MIN. 10 SEC. W, 263.77 FEET;
 THENCE S 54° 37 MIN. 08 SEC. W, 88.20 FEET;
 THENCE S 56° 54 MIN. 26 SEC. W 192.22 FEET;
 THENCE SOUTHWESTERLY, 62.85 FEET ALONG THE ARC OF A CURVE CONCAVE
 TO THE NORTHWEST TO THE SOUTH LINE OF THE NE ¼ OF THE SW ¼ OF SAID
 SECTION 21, THE ARC OF SAID CURVE HAVING A RADIUS 855.00 FEET, A CENTRAL
 ANGLE OF 4° 12 MIN. 43 SEC. AND BEING SUBTENDED BY A CHORD THAT BEARS
 S61° 11 MIN. 10 SEC. W, 62.84 FEET;
 THENCE S 89° 27 MIN. 09 SEC. W, 9.54 FEET ALONG THE SOUTH LINE OF THE NE ¼
 OF THE SW ¼ OF SAID SECTION 21 TO THE NORTHEASTERLY LINE OF THAT
 EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN BOOK 902 AT PAGE 290 OF THE
 RECORDS OF JEFFERSON COUNTY, COLORADO;
 THENCE N 33° 17MIN.00 SEC. W, 437.97 FEET ALONG THE NORTHEASTERLY LINE
 OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 902 AT
 PAGE 290;
 THENCE N 34° 12 MIN. 00 SEC. W, 261.85 FEET ALONG THE NORTHEASTERLY LINE
 OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 902 AT
 PAGE 290 TO THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS
 DESCRIBED IN BOOK 374 AT PAGE 433 OF THE RECORDS OF JEFFERSON COUNTY,
 COLORADO;
 THENCE N 30° 24 MIN. 00 SEC. E, 619.35 FEET ALONG THE SOUTHEASTERLY LINE
 OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO A
 POINT OF CURVE TO THE LEFT;
 THENCE NORTHEASTERLY, 203.47 FEET ALONG THE ARC OF SAID CURVE AND
 ALONG THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN
 SAID BOOK 374 AT PAGE 433 TO A POINT TANGENT, SAID ARC HAVING A RADIUS
 OF 633.00 FEET, A CENTRAL ANGLE 18° 25 MIN. 00 SEC. AND BEING SUBTENDED
 BY A CHORD THAT BEARS N 21° 11 MIN. 30 SEC. E, 202.59 FEET;
 THENCE N 11° 59 MIN. 00 SEC. E, 693.57 FEET ALONG THE SOUTHEASTERLY LINE
 OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO THE
 SOUTHERLY LINE OF PARCEL PE-1 AS DESCRIBED IN AGREEMENT RECORDED AT
 RECEPTION NO. 86158538 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;
 THENCE N 48° 19 MIN. 34 SEC. E, 37.24 FEET ALONG THE SOUTHERLY LINE OF
 PARCEL PE-1 AS DESCRIBED AT SAID RECEPTION NO. 86158538;
 THENCE S 83° 45 MIN. 20 SEC. E, 177.50 FEET ALONG THE SOUTHERLY LINE OF
 PARCEL PE-1 AS DESCRIBED AT SAID RECEPTION NO 86158538 TO THE
 SOUTHEAST CORNER OF PARCEL PE-1 AS DESCRIBED AT SAID RECEPTION NO.
 86158538;
 THENCE N 06° 14 MIN. 40 SEC. E, 60.80 FEET ALONG THE EASTERLY LINE OF
 PARCEL PE-1 AS DESCRIBED AT SAID RECEPTION NO. 86158538 TO THE
 SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 421 AT PAGE 86
 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO.

THENCE S 83° 45 MIN. 20 SEC. E, 1889.23 FEET ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 421 AT PAGE 86 TO THE EAST LINE OF THE SW ¼ OF THE NE¼ OF SAID SECTION 21;
THENCE S 00° 23 MIN. 25 SEC. E, 506.87 FEET ALONG THE EAST LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21 TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND LOCATED IN THE SE ¼ OF THE NW ¼ AND IN THE NE ¼ OF THE SW ¼ OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE W ¼ CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 21 BEARS N 00° 03 MIN. 10 SEC. W, THENCE N 89° 34 MIN. 32 SEC. E, 1322.84 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 21 AND THE TRUE POINT OF BEGINNING;
THENCE N 00° 10 MIN. 06 SEC. W, 815.76 FEET ALONG THE WEST LINE OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN BOOK 421 AT PAGE 86 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;
THENCE S 83° 45 MIN. 20 SEC. E, 476.54 FEET ALONG THE SOUTHERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 421 AT PAGE 86 TO THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 374 AT PAGE 433 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;
THENCE S11° 59 MIN. 00 SEC. W, 772.40 FEET ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO A POINT OF CURVE TO THE RIGHT;
THENCE SOUTHWESTERLY, 171.32 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 18° 25 MIN. 00 SEC. AND BEING SUBTENDED BY A CHORD THAT BEARS S 21° 11 MIN. 30 SEC. W, 170.59 FEET;
THENCE S 30° 24 MIN. 00 SEC. W, 488.14 FEET ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO THE WEST LINE OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 21;
THENCE N 00° 13 MIN 39 SEC. W, 571.72 FEET ALONG THE WEST LINE OF THE NE ¼ OF THE SW1/4 OF SAID SECTION 21 TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND LOCATED IN THE NE ¼ OF THE SW 1/4 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W $\frac{1}{4}$ CORNER OF SAID SECTION 21 BEARS N 00° 03 MIN. 10 SEC. W,
 THENCE N 89° 34 MIN. 32 SEC. E, 1322.84 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21;
 THENCE S 00° 13 MIN. 39 SEC. E, 886.03 FEET ALONG THE WEST LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 21 TO THE SOUTHWESTERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN BOOK 902 AT PAGE 290 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING;
 THENCE S 34° 12 MIN. 00 SEC. E, 147.01 FEET ALONG THE SOUTHWESTERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 902 AT PAGE 290;
 THENCE S 33° 17 MIN. 00 SEC. E, 372.88 FEET ALONG THE SOUTHWESTERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 902 AT PAGE 290 TO THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 21;
 THENCE S 89° 27 MIN. 09 SEC. W, 285.54 FEET ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 21;
 THENCE N 00° 13 MIN. 39 SEC. W, 436.04 FEET ALONG THE WEST LINE OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 21 TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL D:

A TRACT OF LAND LOCATED IN THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE W $\frac{1}{4}$ CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 21 BEARS N 00° 03 MIN. 10 SEC. W,
 THENCE N 89° 34 MIN. 32 SEC. E, 1322.84 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21;
 THENCE N 00° 10 MIN. 06 SEC. W, 916.39 FEET ALONG THE WEST LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21 TO THE NORTH LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN BOOK 421 AT PAGE 86 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING N 00° 10 MIN. 06 SEC. W, 409.69 FEET ALONG THE WEST LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21 TO THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21;
 THENCE N 89° 40 MIN. 01 SEC. E, 595.28 FEET ALONG THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 21 TO THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 374 AT PAGE 433 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;

THENCE S 11° 59 MIN. 00 SEC. W, 477.70 FEET ALONG THE NORTHWESTERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO THE NORTHERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 421 AT PAGE 86;

THENCE N 83° 45 MIN. 20 SEC. W, 497.83 FEET ALONG THE NORTHERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 421 AT PAGE 86 TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL E:

A TRACT OF LAND LOCATED IN THE SE ¼ OF THE NW ¼ AND IN THE SW ¼ OF THE NE ¼ OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE W ¼ CORNER OF SAID SECTION 21, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 21 BEARS N 00° 03 MIN. 10 SEC. W,

THENCE N 89° 34 MIN. 32 SEC. E, 1322.84 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 21 TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 21;

THENCE N 00° 10 MIN. 06 SEC. W, 1326.08 FEET ALONG THE WEST LINE OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 21 TO THE NORTHWEST CORNER OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 21;

THENCE N 89° 40 MIN. 01 SEC. E, 697.64 FEET ALONG THE NORTH LINE OF THE SE ¼ OF THE NW¼ OF SAID SECTION 21 TO THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN BOOK 374 AT PAGE 433 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N 89° 40 MIN. 01 SEC. E, 1942.43 FEET ALONG THE NORTH LINE OF THE S ½ OF THE N ½ OF SAID SECTION 21 TO THE NORTHEAST CORNER OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21;

THENCE S 00° 23 MIN. 25 SEC. E, 714.32 FEET ALONG THE EAST LINE OF THE SW ¼ OF THE NE ¼ OF SAID SECTION 21 TO THE NORTHERLY LINE OF THAT EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN BOOK 421 AT PAGE 86 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;

THENCE N 83° 45 MIN. 20 SEC. W, 1876.82 FEET ALONG THE NORTHERLY LINE OF THE EASEMENT FOR RIGHT-OF-WAY AS DESCRIBED IN SAID BOOK 421 AT PAGE 86 TO THE EASTERLY LINE OF PARCEL PE-1A AS DESCRIBED IN AGREEMENT RECORDED AT RECEPTION NO. 86158538 OF THE RECORDS OF JEFFERSON COUNTY, COLORADO;

THENCE N 06° 14 MIN. 40 SEC. E, 64.96 FEET ALONG THE EASTERLY LINE OF PARCEL PE-1A AS DESCRIBED AT SAID RECEPTION NO. 86158538 TO THE NORTHERLY LINE THEREOF;

THENCE N 83° 45 MIN. 20 SEC. W, 113.86 FEET ALONG THE NORTHERLY LINE OF PARCEL PE-1A AS DESCRIBED AT SAID RECEPTION NO. 86158538;

THENCE N 61° 19 MIN. 16 SEC. W., 40.60 FEET ALONG THE NORTHEASTERLY LINE OF PARCEL PE-1A AS DESCRIBED AT SAID RECEPTION NO. 86158538;

THENCE N 29° 20 MIN. 57 SEC. W, 37.40 FEET ALONG THE NORTHEASTERLY LINE OF PARCEL PE-1A AS DESCRIBED AT SAID RECEPTION NO. 86158538 TO THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433;

THENCE N 11° 59 MIN. 00 SEC. E, 378.06 FEET ALONG THE SOUTHEASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 374 AT PAGE 433 TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND ALSO: THE FOLLOWING FIVE (5) PARCELS AS DESCRIBED IN THE AMENDED ORDER FOR INCLUSION RECORDED NOVEMBER 2, 1999 AT RECEPTION NO. F0970878:

PARCEL A:

THAT PART OF THE NE ¼ OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, WHICH IS 30.00 FEET EAST AND 30.00 FEET SOUTH OF THE NORTH ¼ CORNER OF THE SAID SECTION 12;

THENCE S 89° 06 MIN. 44 SEC. E PARALLEL TO THE NORTH LINE OF THE SAID NE ¼ SECTION 12, 592.31 FEET;

THENCE S 0° 29 MIN. 49 SEC. W PARALLEL TO THE WEST LINE OF THE SAID NE ¼ SECTION 12, 1175.86 FEET;

THENCE S 56° 13 MIN. 47 SEC. W, 192.85 FEET;

THENCE ALONG THE ARC OF A 945.00-FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 19° 36 MIN. 13 SEC.) AN ARC DISTANCE OF 323.33 FEET AND WHOSE CHORD BEARS S 46° 25 MIN. 40 SEC. W, 321.75 FEET;

THENCE N 89° 06 MIN. 44 SEC. W, 132.04 FEET;

THENCE ALONG THE ARC OF A NON-TANGENTIAL 1055.00-FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 23° 47 MIN. 45 SEC.) AN ARC DISTANCE OF 438.16 FEET AND WHOSE CHORD BEARS N 44° 19 MIN. 54 SEC. E, 435.02 FEET;

THENCE N 56° 13 MIN. 47 SEC. E, 205.17 FEET;

THENCE ALONG THE ARC OF A NON-TANGENTIAL 25.00-FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 90° 00 MIN. 00 SEC.) AN ARC DISTANCE OF 39.27 FEET AND WHOSE CHORD BEARS N 78° 46 MIN. 13 SEC. W, 35.36 FEET;

THENCE N 33° 46 MIN. 13 SEC. W, 9.24 FEET;

THENCE ALONG THE ARC OF A 261.41 RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 35° 00 MIN.) AN ARC DISTANCE OF 159.69 FEET AND WHOSE CHORD BEARS N 51° 16 MIN. 13 SEC. W, 157.22 FEET;

THENCE N 68° 46 MIN. 13 SEC. W 63.86 FEET;

THENCE ALONG THE ARC OF A 475.00-FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 18° 53 MIN. 02 SEC.) AN ARC DISTANCE OF 156.55 FEET WHOSE CHORD BEARS N 59° 19 MIN. 42 SEC. W, 155.85 FEET;

THENCE N 49° 53 MIN. 11 SEC. W, 99.16 FEET;

THENCE ALONG THE ARC OF A 258.00 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 26° 34 MIN. 14 SEC.) AN ARC DISTANCE OF 119.65 FEET AND

WHOSE CHORD BEARS N 63° 10 MIN. 18 SEC. W, 118.58 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF THE SAID NE ¼ SECTION 12;
THENCE N 0° 29 MIN. 49 SEC. E, PARALLEL TO THE SAID WEST LINE OF THE NE ¼, 753.78 FEET TO THE POINT OF BEGINNING, CONTAINING 14.13 ACRES MORE OR LESS.

PARCEL B:

THAT PART OF THE NW ¼ NE ¼ OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, WHICH IS 30.00 FEET EAST AND 30.00 FEET SOUTH OF THE NORTH ¼ CORNER OF THE SAID SECTION 12;
THENCE S 89° 06 MIN. 44 SEC. E PARALLEL TO THE NORTH LINE OF THE SAID NW ¼ NE ¼ SECTION 12, 592.31 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING S 89° 06 MIN. 44 SEC. E, 216.26 FEET;
THENCE S 85° 32 MIN. 09 SEC. E, 160.31 FEET;
THENCE S 89° 06 MIN. 44 SEC. E, 240.00 FEET;
THENCE ALONG THE ARC OF A 90.00-FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 52° 22 MIN. 41 SEC.) AN ARC DISTANCE OF 82.28 FEET AND WHOSE CHORD BEARS S 62° 55 MIN. 21 SEC. E, 79.44 FEET TO A POINT ON THE EAST LINE OF THE SAID NW ¼ NE ¼ SECTION 12;
THENCE S 0° 22 MIN. 58 SEC. W ALONG THE SAID EAST LINE, 775.97 FEET;
THENCE N 53° 17 MIN. 53 SEC. W, 157.67 FEET;
THENCE S 42° 29 MIN. 23 SEC. W, 96.08 FEET;
THENCE ALONG THE ARC OF A 955.00-FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 13° 44 MIN. 24 SEC.) AN ARC DISTANCE OF 229.02 FEET AND WHOSE CHORD BEARS S 49° 21 MIN. 35 SEC. W, 228.47 FEET;
THENCE S 56° 13 MIN. 47 SEC. W, 393.50 FEET;
THENCE N 0° 29 MIN. 49 SEC. E, 1175.86 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 14.70 ACRES MORE OR LESS.

PARCEL C:

THAT PART OF THE SW ¼ NE ¼ OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT, WHICH IS 30.00 FEET EAST AND 352.12 FEET SOUTH OF THE NW CORNER OF THE SAID SW ¼ NE ¼ SECTION 12;
THENCE ALONG AN ARC ON A 1055.00-FOOT RADIUS NON-TANGENTIAL CURVE TO THE RIGHT (CENTRAL ANGLE OF 8° 05 MIN. 56 SEC.) AN ARC DISTANCE OF 149.13 FEET AND WHOSE CHORD BEARS N 28° 23 MIN. 04 SEC. E, 149.00 FEET;
THENCE S 89° 06 MIN. 44 SEC. E, 132.04 FEET;

THENCE ALONG THE ARC OF A 945.00-FOOT RADIUS NON-TANGENTIAL CURVE TO THE LEFT (CENTRAL ANGLE OF 36° 12 MIN. 14 SEC.) AN ARC DISTANCE OF 597.12 FEET AND WHOSE CHORD BEARS S 18° 31 MIN. 27 SEC. W, 587.24 FEET;
THENCE S 0° 29 MIN. 49 SEC. E, PARALLEL TO THE WEST LINE OF THE SAID SW ¼ NE ¼ SECTION 12, 97.56 FEET;
THENCE N 89° 10 MIN 40 SEC. W, 20.00 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF THE SAID SW ¼ NE ¼ SECTION 12;
THENCE N 0° 29 MIN. 49 SEC. E, PARALLEL TO THE SAID WEST LINE, 525.06 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.95 ACRE MORE OR LESS.

PARCEL D:

BLOCK 4 AND BLOCK 5, ARVADA TECHNOLOGICAL CENTER, THE PLAT OF WHICH IS RECORDED IN BOOK 51 AT PAGES 58 AND 59, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL E:

TRACT D, WESTWOODS RIDGE, FILING NO. 1. THE PLAT OF WHICH IS RECORDED IN BOOK 131 AT PAGE 52, WITH RECEPTION NO. F0497417, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND EXCLUDING THE FOLLOWING TEN (10) PROPERTIES AS DESCRIBED IN THE ORDER OF EXCLUSION OF REAL PROPERTY AS RECORDED APRIL 21, 2000 AT RECEPTION NO. F1045549:

1. LOT 1, FILING 1, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
ALSO KNOWN AND NUMBERED AS 25441 WESTRIDGE ROAD, GOLDEN, CO 80403
TOD W ANDERSON AND K. KELLY ANDERSON

2. LOT 5, FILING 2, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
ALSO KNOWN AND NUMBERED AS 25411 WESTRIDGE ROAD, GOLDEN, CO 80403
AINSLIE M BELL AND DARLENE D. BELL

3. LOT 8, FILING 2, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
ALSO KNOWN AND NUMBERED AS 25462 WESTRIDGE ROAD, GOLDEN, CO 80403
LACY FAMILY LLLP

4. LOT 4, FILING 1, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
ALSO KNOWN AND NUMBERED AS 8785 BLUE MOUNTAIN DRIVE, GOLDEN, CO 80403

CHRISTOPHER M. BIETY AND MONNIE M. BIETY

5. LOT 3, FILING 1, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
LACY FAMILY, LLLP

6. LOT 6, FILING 2, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
LACY FAMILY, LLLP

7. LOT 7, FILING 2, JEFFERSON CENTER HIGHLANDS
COUNTY OF JEFFERSON, STATE OF COLORADO
LACY FAMILY, LLLP

8. A PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 30, TOWNSHIP 2
SOUTH, RANGE 70 WEST,
AND A PARCEL OF LAND LOCATED IN THE NE ¼ OF SECTION 25, TOWNSHIP 2
SOUTH, RANGE 71 WEST, BOTH OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SECTION 30, SAID POINT ALSO BEING
THE NE CORNER OF SAID SECTION 25 AND CONSIDERING THE NORTH LINE OF
THE SAID NW ¼ SECTION 30 TO BEAR S 89° 45 MIN. 47 SEC. E AND ALL BEARINGS
CONTAINED HEREIN RELATIVE THERETO:

THENCE S 89° 45 MIN. 47 SEC. E ALONG THE NORTH LINE OF SAID NW 1/4, 660.00
FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTH LINE, S 89° 45 MIN. 47 SEC. E,
306.33 FEET;

THENCE LEAVING THE SAID NORTH LINE, S 25° 44 MIN. 08 SEC. W, 611.94 FEET;

THENCE S 0° 00 MIN. 00 SEC. E, 55.48 FEET;

THENCE S 44° 55MIN. 00 SEC. W, 73.32 FEET;

THENCE N 00° 00 MIN. 00 SEC. W, 660.00 FEET TO THE TRUE POINT OF BEGINNING

AND

COMMENCING AT THE NW CORNER OF SAID SECTION 30, SAID POINT ALSO BEING
THE NE CORNER OF SAID SECTION 25 AND CONSIDERING THE NORTH LINE OF
THE SAID NW ¼ SECTION 30 TO BEAR S 89° 45 MIN. 47 SEC. E AND ALL BEARINGS
CONTAINED HEREIN RELATIVE THERETO:

THENCE S 89° 45 MIN. 47 SEC. E, ALONG THE NORTH LINE OF SAID NW 1/4, 1252.81
FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTH LINE, S 89° 45 MIN. 47 SEC. E,
440.00 FEET;

THENCE LEAVING THE SAID NORTH LINE, S 0° 58 MIN. 08 SEC. W, 447.95 FEET;

THENCE N 59° 52 MIN. 25 SEC. W, 49.85 FEET;

THENCE N 63° 35 MIN. 09 SEC. W, 174.87 FEET;

THENCE N 73° 15 MIN. 53 SEC. W, 75.66 FEET;
THENCE N 86° 06 MIN. 18 SEC. W, 204.27 FEET;
THENCE S 84° 40 MIN. 15 SEC. W, 146.54 FEET;
THENCE N 86° 37 MIN. 57 SEC. W, 31.09 FEET
THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 111° 58 MIN. 46 SEC.
A RADIUS OF 35.00 FEET, AND A LENGTH OF 68.40 FEET;
THENCE N 25° 20 MIN., 49 SEC. E, 106.71 FEET;
THENCE N 48° 28 MIN. 48 SEC. E, 143.32 FEET;
THENCE N 41° 09 MIN. 14 SEC. E, 148.29 FEET TO THE TRUE POINT OF BEGINNING.

AND

COMMENCING AT THE NE CORNER OF SAID SECTION 25, SAID POINT ALSO BEING
THE NW CORNER OF SAID SECTION 30;
THENCE S 87° 07 MIN. 05 SEC. W, ALONG THE NORTH LINE OF SAID NE ¼ SECTION
25, 1865.48 FEET;
THENCE S 60° 18 MIN. 27 SEC. E, 500.57 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE SAID LINE S 60° 18 MIN. 27 SEC. E, 22.86 FEET;
THENCE S 28° 04 MIN. 42 SEC. E, 172.36 FEET;
THENCE S 33° 50 MIN. 52 SEC. W, 452.99 FEET;
THENCE N 44° 26 MIN. 02 SEC. W, 59.53 FEET;
THENCE N 22° 05 MIN. 45 SEC. W, 96.69 FEET;
THENCE N 9° 51 MIN. 26 SEC. W, 117.36 FEET;
THENCE N 39° 40 MIN. 12 SEC. E, 389.53 FEET TO THE TRUE POINT OF BEGINNING,
TO BE KNOWN AS JEFFERSON CENTER HIGHLANDS FILING NO. 3, MINOR PLAT,
COUNTY OF JEFFERSON, STATE OF COLORADO.

9. A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2
SOUTH, RANGE 70 WEST AND A PORTION OF THE NORTH EAST QUARTER OF
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 71 WEST, BOTH OF THE 6TH P.M.,
JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO THE SAID SECTIONS 30 AND
25;
THENCE N00°58'07" E ALONG THE EAST LINE OF SAID SECTION 25, 376.68 FEET;
THENCE LEAVING THE SAID EAST LINE N74°39'24"W, 127.92 FEET;
THENCE N19°55'32"W, 107.98 FEET;
THENCE N39°34'00"W, 1423.88 FEET;
THENCE N71°02'41"W, 521.26 FEET;
THENCE N44°26'02"W, 59.53 FEET;
THENCE N22°05'45"W, 96.69 FEET;
THENCE N9°51'26"W, 0.64 FEET;
THENCE N87°07'05"E, 280.39 FEET;
THENCE N11°48'58"E, 242.47 FEET;
THENCE S42°12'13"E, 109.82 FEET;

THENCE S70°27'11"E, 109.82 FEET;
 THENCE S77°14'38"E, 15.01 FEET;
 THENCE N41°44'01"E, 34.29 FEET;
 THENCE S77°14'38"E, 210.55 FEET;
 THENCE S59°13'49"E, 237.52 FEET;
 THENCE S33°52'10"E, 301.67 FEET;
 THENCE S46°40'13"E, 277.24 FEET;
 THENCE S38°00'46"E, 218.20 FEET;
 THENCE S35°13'37"E, 331.28 FEET TO A POINT ON THE SAID EAST LINE OF SECTION 25;
 THENCE N00°58'07"E ALONG THE SAID EAST LINE, 520.09 FEET;
 THENCE LEAVING THE SAID EAST LINE, S89°45'47"E, 392.11 FEET;
 THENCE S00°58'07"W, 252.09 FEET;
 THENCE S06°00'00"E, 500.00 FEET;
 THENCE S15°00'00"E, 812.76 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 30;
 THENCE S89°59'44"W ALONG THE SAID SOUTH LINE, 676.44 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 25 AND 30 AND THE TRUE POINT OF BEGINNING, CONTAINING 38.12 ACRES MORE OR LESS.

10. THAT PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SAID SECTION 30;
 THENCE N00°19'48"E, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 30, 375.00 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE LEAVING SAID CENTERLINE S89°59'44"W, 851.56 FEET;
 THENCE N00°00'16"W, 1103.00 FEET;
 THENCE N89°59'44"E, 600.00 FEET;
 THENCE S00°00'16"E, 782.24 FEET;
 THENCE S82°56'57"E, 43.30 FEET;
 THENCE N83°03'59"E, 172.21 FEET;
 THENCE N00°00'16"W, 50.54 FEET;
 THENCE N89°59'44"E, 386.42 FEET;
 THENCE S00°00'16"E, 386.76 FEET;
 THENCE S89°59'44"W, 350.01 FEET TO THE TRUE POINT OF BEGINNING,
 CONTAINING 20.23 ACRES MORE OR LESS.

AND INCLUDING THE FOLLOWING PROPERTY DESCRIBED IN THE ORDER OF INCLUSION OF LANDS RECORDED JUNE 28, 2001 AT RECEPTION NO. F1264840; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 3, EXCEPT TRACT B, BEING THE NORTHEASTERLY ONE-FOOT OF SAID LOT, ROCKY FLATS INDUSTRIAL DISTRICT FILING NO. 1.

AND EXCLUDING THE FOLLOWING PROPERTY DESCRIBED IN THE ORDER OF EXCLUSION OF LANDS RECORDED FEBRUARY 25, 2004 AT RECEPTION NO. F1969534; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A: LOTS OR BLOCKS 9 AND 10, WESTMINSTER GARDENS, EXCEPT THAT PART OF BLOCK 9 PLATTED AS PET MEMORIAL PARK, COUNTY OF JEFFERSON, STATE OF COLORADO;

PARCEL B: ALL OF PET MEMORIAL PARK, COUNTY OF JEFFERSON, STATE OF COLORADO.

AND INCLUDING THE FOLLOWING PROPERTY DESCRIBED IN THE ORDER OF INCLUSION OF LANDS RECORDED DECEMBER 16, 2005 AT RECEPTION NO. 2005128710; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 19 AND THE NORTH HALF OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30 BEARS N 88°02'31" E AND MONUMENTED AS FOLLOWS:

-THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF WHICH BEING 2.5" ALUM. CAP L.S.20683.

-THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF WHICH BEING A 3.25"ALUM. CAP LS 16837.

COMMENCING AT SAID SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30;

THENCE N 00°16'39" W, ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30 A DISTANCE OF 1322.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE N 00°07'39" E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 58.09 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING N 00°07'39" E ALONG SAID WEST LINE, A DISTANCE OF 409.15 FEET;

THENCE N 88°28'48" E, A DISTANCE OF 35.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STREET;

THENCE CONTINUING N 88°28'48" E, ALONG THE SOUTHERLY LINE OF THE TWO PARCELS OF LAND RECORDED AT RECEPTION NO. 79024504 AND F0665155, JEFFERSON COUNTY PUBLIC RECORDS, A DISTANCE OF 683.98 FEET;

THENCE S 02°16'39" E A DISTANCE OF 776.01 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°04'16", A RADIUS OF 548.00 FEET, AN ARC LENGTH OF 325.87 FEET AND A CHORD BEARING N 62°15'32" W A DISTANCE OF 321.09 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°14'07", A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 80.59 FEET AND A CHORD BEARING N 40°36'21" W A DISTANCE OF 80.51 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°44'54", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 119.11 FEET AND A CHORD BEARING N 47°21'44" W A DISTANCE OF 118.33 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 31°27'08", A RADIUS OF 395.00 FEET, AN ARC LENGTH OF 216.83 FEET AND A CHORD BEARING N 74°27'45" W A DISTANCE OF 214.12 FEET;

THENCE S 89°48'41" W A DISTANCE OF 58.48 FEET TO THE A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF INDIANA STREET;

THENCE CONTINUING S 89°48'41" W, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING AN AREA OF 9.2888 ACRES, MORE OR LESS.

AND ALSO,

PARCEL B

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30 BEARS N 88°02'31" E AND MONUMENTED AS FOLLOWS:

-THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF WHICH BEING 2.5" ALUM. CAP L.S.20683.

-THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF WHICH BEING A 3.25"ALUM. CAP LS 16837.

BEGINNING AT SAID SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30;

THENCE N 00°16'39" W, ALONG THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, A DISTANCE OF 1034.54 FEET;

THENCE N 89°43'21" E, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STREET, RECORDED AT RECEPTION NO. F0327915, JEFFERSON COUNTY PUBLIC RECORDS;

THENCE CONTINUING N 89°43'21" E, A DISTANCE OF 35.00 FEET;

THENCE S 82°52'48" E, A DISTANCE OF 149.55 FEET;

THENCE S 67°31'59" E, A DISTANCE OF 339.62 FEET;

THENCE S 55°29'24" E, A DISTANCE OF 179.03 FEET;

THENCE S 00°16'39" E, A DISTANCE OF 762.08 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 30;

THENCE S 88°02'31" W ALONG SAID SOUTH LINE A DISTANCE OF 643.83 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF INDIANA STREET;

THENCE CONTINUING S 88°02'31" W, A DISTANCE OF 30.01 FEET TO THE **POINT OF BEGINNING**. CONTAINING AN AREA OF 14.5201 ACRES, MORE OR LESS.

AND EXCLUDING THE FOLLOWING PARCEL AS DESCRIBED IN THE ORDER OF EXCLUSION OF LANDS RECORDED FEBRUARY 14, 2006 AT RECEPTION NO. 2006018418; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PSM PROPERTIES, INC.:

A TRACT OF LAND SITUATE IN THE NORTH HALF OF SECTION 22 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST, OF THE 6TH P.M.; CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23 TO BEAR N89°36'33"E, (ENDS OF SAID LINES MONUMENTED AS SHOWN ON THE PLAT OF PSM PROPERTIES, INC. LOCATED IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. F0967966) WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, S00°57'09"E, 1,311.84 FEET TO A POINT ON THE CENTERLINE OF PROPOSED FOOTHILLS BOULEVARD;
 THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR COURSES:
 N62°19'15"W, 210.11 FEET;
 N54°57'58"W, 862.22 FEET;
 684.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,145.65 FEET, A CENTRAL ANGLE OF 34°14'28", AND A CHORD WHICH BEARS N71°01'40"W, 674.52 FEET;
 1,043.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,077.98 FEET, A CENTRAL ANGLE OF 55°29'01", AND A CHORD WHICH BEARS S62°45'44"W, 1,003.57 FEET;
 THENCE N59°41'44"W, 236.92 FEET;
 THENCE N58°01'02"W, 108.61 FEET;
 THENCE N56°11'57"W, 23.25 FEET;
 THENCE S74°36'28"W, 5,473.60 FEET;
 THENCE S02°38'06"W, 274.24 FEET;
 THENCE S03°13'59"W, 50.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:
 N83°39'16"W, 1,289.94 FEET;
 N83°39'14"W, 113.45 FEET;
 THENCE 1,303.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 972.79 FEET, A CENTRAL ANGLE OF 76°48'07", AND A CHORD WHICH BEARS N28°29'19"W, 1,208.52 FEET;
 THENCE N26°08'39"E, 641.48 FEET;
 THENCE N00°00'00"W, 691.77 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22;
 THENCE ALONG SAID NORTH LINE, N89°04'03"E, 1,733.25 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 22;
 THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, S89°52'58"E, 2,678.86 FEET TO THE NORTHEAST CORNER OF SECTION 22;
 THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, N89°33'43"E, 2,640.45 FEET TO THE NORTH QUARTER CORNER OF SECTION 23;
 THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, N89°36'33"E, 2,645.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 317.07 ACRES (13,811,388 SQUARE FEET) MORE OR LESS.

AND EXCLUDING THE FOLLOWING PROPERTY AS DESCRIBED IN THE ORDER OF INCLUSION OF LANDS INTO THE VAUXMONT METROPOLITAN DISTRICT (F/K/A JEFFERSON CENTER METROPOLITAN DISTRICT NO. 3) RECORDED JUNE 22, 2007 AT RECEPTION NO. 2007072733; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATE IN THE NORTH HALF OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.; CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24, AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 TO HAVE A BEARING OF S00°57'09"E, (NORTHWEST CORNER IS MARKED BY A 2" PIPE WITH 2" STEEL CAP, NO LS NUMBER, AND THE WEST QUARTER CORNER IS MARKED BY A FOUND 3"X12"X10" STONE) AS DESCRIBED ON THE LAND SURVEY PLAT OF PSM PROPERTIES, INC. RECORDED AT THE JEFFERSON COUNTY CLERK AND RECORDERS OFFICE, RECEPTION NO. F0967966, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, S89°46'30"E, 50.01 FEET, TO THE POINT OF BEGINNING;

THENCE S89°46'30"E, 2,607.51 FEET TO THE NORTH QUARTER CORNER OF SECTION 24;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, S89°31'08"E, 1,484.57 FEET;

THENCE S00°28'52"W, 116.17 FEET;

THENCE S63°32'43"W, 274.61 FEET;

THENCE S48°46'05"W, 375.56 FEET;

THENCE S24°51'42"W, 157.92 FEET;

THENCE S55°04'41"E, 64.84 FEET;

THENCE S34°42'11"W, 150.32 FEET;

THENCE 62.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 429.00 FEET, A CENTRAL ANGLE OF 08°18'03", AND A CHORD WHICH BEARS S51°08'48"E, 62.10 FEET;

THENCE S46°59'47"E, 30.77 FEET;

THENCE S43°00'13"W, 58.00 FEET;

THENCE CONTINUING ALONG SAID LINE, S43°00'13"W, 110.00 FEET;

THENCE N51°21'19"W, 90.59 FEET;

THENCE N63°39'44"W, 31.65 FEET;

THENCE N79°33'58"W, 113.75 FEET;

THENCE S26°26'40"W, 72.30 FEET;

THENCE S22°53'24"W, 148.71 FEET;

THENCE 6.07 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 454.00 FEET, A CENTRAL ANGLE OF 00°46'00", AND A CHORD WHICH BEARS N67°29'36"W, 6.07 FEET;

THENCE S22°07'24"W, 58.00 FEET;

THENCE 4.15 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 396.00 FEET, A CENTRAL ANGLE OF 00°36'02", AND A CHORD WHICH BEARS N68°10'37"W, 4.15 FEET;

THENCE S16°33'06"W, 289.22 FEET;

THENCE S48°31'19"W, 188.39 FEET;
THENCE S17°55'35"W, 67.56 FEET TO A POINT ON THE PROPOSED NORTHERLY
RIGHT-OF-WAY LINE OF CIMARRON PARKWAY;
THENCE ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE THE
FOLLOWING FOUR (4) COURSES:

1. 472.72 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT,
HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 37°06'10", AND A
CHORD WHICH BEARS S89°22'30"W, 464.51 FEET;
2. S70°49'24"W, 433.02 FEET;
3. THENCE 929.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING
A RADIUS OF 1,245.00 FEET, A CENTRAL ANGLE OF 42°47'46", AND A CHORD
WHICH BEARS N87°46'43"W, 908.47 FEET;
4. N66°22'50"W, 1,191.18 FEET TO A POINT ON THE WEST LINE OF THE
NORTHWEST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID WEST LINE, N00°57'09"W, 821.64 FEET;
THENCE S89°50'37"E, 50.01 FEET;
THENCE N00°57'09"W, 435.72 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 128.84 ACRES (5,612,169 SQUARE FEET) MORE OR LESS.
THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY
EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE
SURFACE INCLUDING SAND AND GRAVEL AND ANY RELATED RIGHTS OF
SURFACE USE.

**AND EXCLUDING A PARCEL OF LAND 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 THE NORTHWEST CORNER OF SAID SECTION 24;
THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION
24, S89°50'37"E, 50.01 FEET;
THENCE S00°57'09"E, 435.72 FEET;
THENCE N89°50'37"W, 50.01 FEET TO A POINT ON THE WEST LINE OF SAID
NORTHWEST QUARTER OF SECTION 24;
THENCE ALONG SAID WEST LINE, N00°57'09"W, 435.72 FEET TO THE POINT OF
BEGINNING.

SAID PARCEL CONTAINS 0.50 ACRES (21,786 SQUARE FEET) MORE OR LESS.
THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY
EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE
SURFACE INCLUDING SAND AND GRAVEL AND ANY RELATED RIGHTS OF
SURFACE USE.

AND EXCLUDING THE FOLLOWING PARCEL AS DESCRIBED IN THE ORDER OF

EXCLUSION OF REAL PROPERTY AS RECORDED JUNE 22, 2007 AT RECEPTION NO. 2007072735; A PARCEL OF LAND BEING A PORTION OF THAT LAND DESCRIBED IN BOOK 1412 AT PAGE 214 IN THE RECORDS OF JEFFERSON COUNTY, SAID PARCEL BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, A FOUND ALUMINUM CAP, THENCE S89°33'57"W ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE S89°33'57"W, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE 2231.25 FEET;

THENCE N00°17'11"W, DEPARTING SAID SOUTH LINE, A DISTANCE OF 1378.55 FEET;

THENCE N89°35'07"E, 50.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 24, A DISTANCE OF 2227.78 FEET TO A POINT ON THE WEST RIGHT OF WAY OF INDIANA STREET;

THENCE S00°25'51"E, ALONG SAID WEST RIGHT OF WAY LINE AND 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1377.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 70 ACRES MORE OR LESS.

AND EXCLUDING THE FOLLOWING PROPERTY AS DESCRIBED IN THE ORDER OF EXCLUSION OF LANDS RECORDED JUNE 22, 2007 AT RECEPTION NO. 2007072736; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS OF LAND SITUATE IN SECTIONS 21, 22, 23, THE NORTHEAST QUARTER OF SECTION 24, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.; CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND CONSIDERING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21 TO HAVE AN ASSUMED BEARING OF S00°11'02"E (NORTHWEST SIXTEENTH CORNER IS MARKED BY A 2 1/2" ALUMINUM CAP ATOP 1" PIPE SET IN CONCRETE L.S. 28285, AND THE WEST SIXTEENTH CORNER OF SECTION 21 IS MARKED BY A 2 1/2" ALUMINUM CAP ATOP 1" PIPE SET IN CONCRETE L.S. 28285), WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S14°24'30"W, 420.81 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72 AND THE BOUNDARY OF TAXI OPERATIONS PARCEL DESCRIBED IN THE INSTRUMENT RECORDED AT RECEPTION NO. 2006017543, ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SAID EASTERLY BOUNDARY, N03°58'12"E, 1,737.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;
THENCE ALONG SAID NORTH LINE, N89°45'29"E, 585.91 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE SOUTH BOULDER DIVERSION DITCH PARCEL DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 389 PAGE 544;
THENCE ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING FIVE (5) COURSES:

1. S46°12'18"E, 30.01 FEET;
2. 102.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 532.96 FEET, A CENTRAL ANGLE OF 11°00'00", AND A CHORD WHICH BEARS S40°42'18"E, 102.16 FEET;
3. S35°12'18"E, 111.84 FEET;
4. 203.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 246.48 FEET, A CENTRAL ANGLE OF 47°12'00", AND A CHORD WHICH BEARS S11°36'18"E, 197.36 FEET;
5. S11°56'47"W, 1,440.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°45'36"W, 497.38 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE, S00°11'02"E, 9.25 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°49'47"W, 106.67 FEET TO THE POINT OF BEGINNING.

TRACT 2:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 22 SAID POINT BEING MARKED BY A NO. 6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED PLS 28285; AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 TO HAVE A BEARING OF N89°04'03"E, AS SHOWN ON THE VAUXMONT MINOR SUBDIVISION PLAT RECORDED JANUARY 4, 2006 AT RECEPTION NO. 200600089 (NORTH QUARTER CORNER IS MARKED BY A 2 1/2" ALUMINUM CAP STAMPED L.S. 31169) WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG SAID NORTH LINE, N89°04'03"E, 922.09 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN THE ORDER FOR INCLUSION TO METROPOLITAN DISTRICT NO. 3 RECORDED AT RECEPTION NO. 2005128712;

THENCE ALONG SAID WESTERLY BOUNDARY S00°00'02"W, 691.68 FEET;
THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY S26°08'41"W, 641.48 FEET;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY 1,298.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 972.79 FEET, A CENTRAL ANGLE OF 76°30'23", AND A CHORD WHICH BEARS S28°38'09"E, 1,204.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°39'14"W, 570.31 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE HERBERT MARUYAMA PROPERTY;

THENCE ALONG THE EASTERLY, NORTHERLY, AND WESTERLY BOUNDARY LINES OF SAID HERBERT MARUYAMA PROPERTY THE FOLLOWING THREE (3) COURSES:

1. N00°37'52"W, 931.91 FEET;
2. S89°34'47"W, 628.01 FEET;
3. S00°29'55"E, 857.12 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°57'13"W, 1,330.04 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE, S00°22'32"E, 5.06 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°45'36"W, 1,877.28 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN THE INSTRUMENT RECORDED AT RECEPTION NO. 86158538;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARIES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

1. N06°14'24"E, 64.20 FEET;
2. N83°45'36"W, 114.00 FEET;
3. N61°19'32"W, 40.60 FEET;
4. N29°49'04"W, 36.68 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE SOUTH BOULDER DIVERSION DITCH PARCEL AS DESCRIBED IN THE INSTRUMENT RECORDED AT BOOK 389, PAGE 544;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1. N11°56'47"E, 1320.75 FEET;
2. 285.43 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 346.48 FEET, A CENTRAL ANGLE OF 47°12'00", AND A CHORD WHICH BEARS N11°36'17"W, 277.43 FEET;
3. N35°12'18"W, 111.84 FEET;
4. 51.92 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 632.96 FEET, A CENTRAL ANGLE OF 04°42'00", AND A CHORD WHICH BEARS N37°33'18"W, 51.91 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID NORTH LINE, N89°45'29"E, 292.19 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF TRACT 1 VAUXMONT MINOR SUBDIVISION

RECORDED AT RECEPTION NO. 2006000891;
THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY BOUNDARY LINE
OF SAID TRACT 1 THE FOLLOWING NINE (9) COURSES:

1. S05°45'28"W, 219.57 FEET;
2. S10°41'54"W, 332.43 FEET;
3. S08°28'45"W, 501.70 FEET;
4. S24°40'53"E, 105.07 FEET;
5. S71°59'16"E, 93.95 FEET;
6. N89°39'45"E, 433.23 FEET;
7. N38°10'20"E, 511.55 FEET;
8. N10°16'10"W, 283.25 FEET;
9. N31°28'07"E, 570.43 FEET TO A POINT ON THE NORTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 21;

THENCE ALONG SAID NORTH LINE, N89°45'29"E, 1,944.19 FEET TO THE POINT OF
BEGINNING.

TRACT 3:

BLOCK 2, VAUXMONT MINOR SUBDIVISION; BLOCKS 1C, 1D, AND TRACT E
VAUXMONT MINOR SUBDIVISION NO. 2; AND THAT REAL PROPERTY DESCRIBED
IN THE DEED RECORDED IN BOOK 2048, PAGE 540 IN THE RECORDS OF THE
JEFFERSON COUNTY CLERK AND RECORDER, ALL OF THE ABOVE MENTIONED
PROPERTY ALSO BEING DESCRIBED AS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 23 SAID POINT
BEING MARKED BY A 3"X12"X10" STONE MARKED "1/4"; AND CONSIDERING THE
EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 TO HAVE A
BEARING OF S00°57'45"E, AS SHOWN ON THE VAUXMONT MINOR SUBDIVISION
PLAT RECORDED JANUARY 4, 2006 AT RECEPTION NO. 200600089 (SOUTH
SIXTEENTH CORNER OF SECTIONS 23 AND 24 IS MARKED BY A 2 1/2" ALUMINUM
CAP STAMPED L.S. 22097) WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG SAID EAST LINE, S00°57'45"E, 2,658.08 FEET TO THE SOUTHEAST
CORNER OF SAID SECTION 23;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION
26, S00°17'58"W, 653.52 FEET;

THENCE ALONG THE NORTH LINE OF LOT 16, WHEAT RIDGE GARDENS 2ND FILING
AND ITS EXTENSION, S89°50'42"W, 204.17 FEET TO A POINT ON THE EXISTING
NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE THE
FOLLOWING NINE (9) COURSES:

1. N49°34'44"W, 991.22 FEET;
2. N78°17'43"W, 88.09 FEET;
3. N50°06'02"W, 597.27 FEET;
4. N50°05'52"W, 354.16 FEET;
5. N52°13'52"W, 202.99 FEET;

6. N53°56'49"W, 153.10 FEET;
7. N54°51'09"W, 203.96 FEET;
8. N54°16'19"W, 1,624.78 FEET;
9. 116.19 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,409.10 FEET, A CENTRAL ANGLE OF 01°57'10", AND A CHORD WHICH BEARS N55°15'51"W, 116.19 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BLOCK 1, VAUXMONT MINOR SUBDIVISION;

THENCE ALONG SAID SOUTHERLY BOUNDARY N51°58'40"E, 5.26 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72, AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 2;

THENCE ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. 191.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,293.33 FEET, A CENTRAL ANGLE OF 03°19'40", AND A CHORD WHICH BEARS N57°54'57"W, 191.25 FEET;
2. N63°20'46"W, 202.04 FEET;
3. N62°00'02"W, 101.93 FEET;
4. 815.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,920.00 FEET, A CENTRAL ANGLE OF 16°00'18", AND A CHORD WHICH BEARS N74°22'57"W, 813.02 FEET;
5. N83°12'54"W, 513.61 FEET;
6. N83°55'22"W, 2,213.00 FEET;
7. N83°39'14"W, 535.19 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN THE ORDER FOR INCLUSION TO JEFFERSON CENTER METROPOLITAN DISTRICT NO. 3 RECORDED AT RECEPTION NO. 2005128712;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARIES OF SAID PARCEL THE FOLLOWING TEN (10) COURSES:

1. N03°14'01"E, 45.06 FEET;
2. N02°38'08"E, 274.24 FEET;
3. N74°36'30"E, 5,473.60 FEET;
4. S56°11'55"E, 23.25 FEET;
5. S58°01'00"E, 108.61 FEET;
6. S59°41'42"E, 236.92 FEET;
7. 1,043.88 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,077.97 FEET, A CENTRAL ANGLE OF 55°29'02", AND A CHORD WHICH BEARS N62°45'44"E, 1,003.57 FEET;
8. 684.66 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,145.65 FEET, A CENTRAL ANGLE OF 34°14'28", AND A CHORD WHICH BEARS S71°01'38"E, 674.52 FEET;
9. S54°57'56"E, 862.29 FEET;
10. S62°19'13"E, 210.06 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE ALONG SAID EAST LINE, S00°57'09"E, 1351.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM TRACT 2 VAUXMONT MINOR SUBDIVISION PLAT
RECORDED AT RECEPTION NO. 200600089;

AND EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED
PARCEL LYING WITHIN TRACT D OF VAUXMONT MINOR SUBDIVISION NO. 2, SAID
TRACT D BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23 SAID POINT
BEING MARKED BY A 2" PIPE WITH 2" STEEL CAP, NO L.S. NUMBER; AND
CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23
TO HAVE A BEARING OF S00°57'09"E, AS SHOWN ON THE VAUXMONT MINOR
SUBDIVISION PLAT RECORDED JANUARY 4, 2006 AT RECEPTION NO. 200600089
(EAST QUARTER CORNER IS MARKED BY A 3"X12"X10" STONE MARKED "1/4")
WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG SAID EAST LINE, S00°57'09"E, 1,257.36 FEET TO THE POINT OF
BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, S00°57'09"E, 120.95 FEET TO A
POINT ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF CIMARRON
PARKWAY;

THENCE ALONG SAID PROPOSED SOUTHERLY AND EASTERLY RIGHT-OF-WAY
LINE OF CIMARRON PARKWAY THE FOLLOWING FIFTEEN (15) COURSES:

1. N66°22'50"W, 389.25 FEET;
2. 544.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS
OF 745.00 FEET, A CENTRAL ANGLE OF 41°51'17", AND A CHORD WHICH
BEARS N87°18'29"W, 532.20 FEET;
3. S71°45'53"W, 676.89 FEET;
4. 350.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 21°02'43", AND A CHORD
WHICH BEARS S82°17'14"W, 348.81 FEET;
5. N87°11'24"W, 266.21 FEET;
6. 242.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS
OF 845.00 FEET, A CENTRAL ANGLE OF 16°26'50", AND A CHORD WHICH
BEARS S84°35'11"W, 241.73 FEET;
7. S76°21'46"W, 883.95 FEET;
8. THENCE 159.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING
A RADIUS OF 1,055.00 FEET, A CENTRAL ANGLE OF 08°39'30", AND A CHORD
WHICH BEARS S80°41'31"W, 159.28 FEET;
9. S85°01'16"W, 643.44 FEET;
10. S84°52'25"W, 675.90 FEET;
11. 109.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS
OF 1,945.00 FEET, A CENTRAL ANGLE OF 03°14'24", AND A CHORD WHICH
BEARS S83°15'13"W, 109.97 FEET;
12. S81°38'01"W, 587.72 FEET;
13. T979.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A

RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 75°21'39", AND A CHORD WHICH BEARS S43°57'12"W, 910.77 FEET;

14. S06°16'22"W, 142.11 FEET;

15. S32°21'46"E, 60.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 72;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N83°55'22"W, 186.26 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED CIMARRON PARKWAY;

THENCE ALONG SAID WESTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED CIMARRON PARKWAY THE FOLLOWING FIFTEEN (15) COURSES:

1. N44°54'30"E, 61.48 FEET;
2. N06°16'22"E, 142.11 FEET;
3. 1,124.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 75°21'39", AND A CHORD WHICH BEARS N43°57'11"E, 1,045.25 FEET;
4. N81°38'01"E, 587.72 FEET;
5. 116.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,055.00 FEET, A CENTRAL ANGLE OF 03°14'24", AND A CHORD WHICH BEARS N83°15'13"E, 116.19 FEET;
6. N84°52'25"E, 676.05 FEET;
7. N85°01'16"E, 643.59 FEET;
8. 142.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 08°39'30", AND A CHORD WHICH BEARS N80°41'31"E, 142.67 FEET;
9. N76°21'46"E, 883.95 FEET;
10. 274.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 16°26'50", AND A CHORD WHICH BEARS N84°35'11"E, 273.20 FEET;
11. S87°11'24"E, 266.21 FEET;
12. 310.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 845.00 FEET, A CENTRAL ANGLE OF 21°02'43", AND A CHORD WHICH BEARS N82°17'15"E, 308.63 FEET;
13. N71°45'53"E, 676.89 FEET;
14. 624.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 41°51'17", AND A CHORD WHICH BEARS S87°18'28"E, 610.79 FEET;
15. S66°22'50"E, 338.95 FEET TO THE POINT OF BEGINNING.

TRACT 4:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24 SAID POINT BEING MARKED BY A 2" PIPE WITH 2" STEEL CAP, NO L.S. NUMBER; AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 TO HAVE A BEARING OF S00°57'09"E, AS SHOWN ON THE VAUXMONT MINOR SUBDIVISION PLAT RECORDED JANUARY 4, 2006 AT RECEPTION NO. 200600089

(WEST QUARTER CORNER IS MARKED BY A 3"X12"X10" STONE MARKED "1/4") WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S00°57'09"E, 1,378.32 FEET TO THE POINT OF BEGINNING;

THENCE S66°22'46"E, 54.96 FEET;

THENCE S00°57'05"E, 425.61 FEET;

THENCE N88°08'16"W, 50.03 FEET TO A POINT ON SAID WEST LINE;

THENCE ALONG SAID WEST LINE, N00°57'09"W, 446.00 FEET TO THE POINT OF BEGINNING.

TRACT 5:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO HAVE AN ASSUMED BEARING OF N89°31'08"W (NORTHEAST CORNER IS MARKED BY A 3 1/4" ALUMINUM CAP IN RANGE BOX STAMPED L.S. 16837, AND THE NORTH QUARTER CORNER OF SECTION 24 IS MARKED BY A FOUND STONE), WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE S29°13'50"W, 1,969.21 FEET TO THE POINT OF BEGINNING;

THENCE 208.77 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,150.00 FEET, A CENTRAL ANGLE OF 05°33'49", AND A CHORD WHICH BEARS S48°18'35"W, 208.69 FEET;

THENCE S55°43'14"W, 159.67 FEET;

THENCE S66°25'29"W, 204.68 FEET;

THENCE CONTINUING ALONG SAID LINE, S66°25'29"W, 86.14 FEET;

THENCE N89°25'19"W, 396.20 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF CIMARRON PARKWAY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 625.31 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 730.02 FEET, A CENTRAL ANGLE OF 49°04'41", AND A CHORD WHICH BEARS N42°29'40"W, 606.37 FEET;

THENCE N20°24'59"E, 664.02 FEET;

THENCE 552.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,400.00 FEET, A CENTRAL ANGLE OF 22°35'42", AND A CHORD WHICH BEARS S63°52'10"E, 548.53 FEET;

THENCE S52°34'19"E, 800.92 FEET TO THE POINT OF BEGINNING.

SAID TRACTS CONTAIN A TOTAL OF 624.28 ACRES (27,193,730 SQUARE FEET) MORE OR LESS. THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE SURFACE INCLUDING SAND AND GRAVEL AND ANY RELATED RIGHTS OF SURFACE USE.

LESS AND EXCEPT A PARCEL OF LAND 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:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST, AND CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO HAVE AN ASSUMED BEARING OF N89°31'04"W (NORTHEAST CORNER IS MARKED BY A 3 1/4" ALUMINUM CAP STAMPED L.S. 16837, AND THE NORTH QUARTER CORNER OF SAID SECTION 24 IS MARKED BY A FOUND STONE, WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 24, N89°31'04"W, 350.07 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE PROPERTY AS DESCRIBED IN THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 INCLUSION AS RECORDED ON JUNE 22, 2007 AT RECEPTION NO. 2007072732, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S00°44'21"E, 159.16 FEET;
2. 1,736.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,150.00 FEET, A CENTRAL ANGLE OF 46°16'05", AND A CHORD WHICH BEARS S22°23'42"W, 1,689.40 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF TRACT 5 OF THE PROPERTY AS DESCRIBED IN THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 EXCLUSION AS RECORDED ON JUNE 22, 2007 AT RECEPTION NO. 2007072736;

THENCE ALONG SAID NORTHERLY BOUNDARY LINE, N52°34'14"W, 800.91 FEET; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE, 534.25 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,400.00 FEET, A CENTRAL ANGLE OF 21°51'52", AND A CHORD WHICH BEARS N63°30'14"W, 531.01 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE PROPERTY AS DESCRIBED IN THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 3 INCLUSION AS RECORDED ON JUNE 22, 2007 AT RECEPTION NO. 2007072733; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING FOURTEEN (14) COURSES:

1. THENCE N22°53'28"E, 62.91 FEET;
2. THENCE N26°26'44"E, 72.30 FEET;
3. THENCE S79°33'54"E, 113.75 FEET;
4. THENCE S63°39'40"E, 31.65 FEET;
5. THENCE S51°21'15"E, 90.59 FEET;
6. THENCE N43°00'17"E, 168.00 FEET;
7. THENCE N46°59'43"W, 30.77 FEET;
8. THENCE 62.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 429.00 FEET, A CENTRAL ANGLE OF 08°18'03", AND A CHORD

WHICH BEARS N51°08'44"W, 62.10 FEET;
9. THENCE N34°42'15"E, 150.32 FEET;
10. THENCE N55°04'37"W, 64.84 FEET;
11. THENCE N24°51'46"E, 157.92 FEET;
12. THENCE N48°46'09"E, 375.56 FEET;
13. THENCE N63°32'47"E, 274.61 FEET;
14. THENCE N00°28'56"E, 116.17 FEET TO A POINT ON THE NORTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 24;
THENCE ALONG SAID NORTH LINE, S89°31'04"E, 813.40 FEET TO THE POINT OF
BEGINNING.

SAID TRACT CONTAINS 40.60 ACRES (1,768,642 SQUARE FEET) MORE OR LESS.

**AND INCLUDING THE FOLLOWING TWO (2) TRACTS AS DESCRIBED IN THE
ORDER OF INCLUSION OF REAL PROPERTY AS RECORDED JUNE 22, 2007 AT
RECEPTION NO. 2007072732; TRACTS OF LAND SITUATE IN SECTION 24, AND
THE EAST HALF OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE
6TH P.M.; CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

TRACT 1:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, AND
CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24 TO
HAVE AN ASSUMED BEARING OF N89°31'08"W, (NORTHEAST CORNER IS MARKED
BY 3 1/4" ALUMINUM CAP STAMPED L.S. 16837, AND THE NORTH QUARTER
CORNER IS MARKED BY A FOUND STONE) WITH ALL OTHER BEARINGS
CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID
SECTION 24, N89°31'08"W, 30.01 FEET TO THE POINT OF BEGINNING;
THENCE ALONG A LINE PARALLEL TO AND 30 FEET WESTERLY (AS MEASURED
AT RIGHT ANGLES) OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID
SECTION 24, S00°44'25"E, 2,638.34 FEET;
THENCE ALONG A LINE PARALLEL TO AND 30 FEET WESTERLY (AS MEASURED
AT RIGHT ANGLES) OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID
SECTION 24, S00°03'05"W, 282.26 FEET;
THENCE N89°48'18"W, 465.00 FEET;
THENCE 863.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 58°54'35", AND A CHORD WHICH
BEARS N60°21'01"W, 826.12 FEET;
THENCE N30°53'43"W, 373.83 FEET;
THENCE ALONG SAID PROPOSED CENTERLINE 629.04 FEET ALONG THE ARC OF A
NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,300.00 FEET, A
CENTRAL ANGLE OF 15°40'12", AND A CHORD WHICH BEARS N52°49'54"E, 627.08
FEET;
THENCE N52°34'19"W, 151.41 FEET;

THENCE 1,736.19 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,150.00 FEET, A CENTRAL ANGLE OF 46°16'05", AND A CHORD WHICH BEARS N22°23'38"E, 1,689.39 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, N00°44'25"W, 159.16 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID NORTH LINE, S89°31'08"E, 320.07 FEET TO THE POINT OF BEGINNING.

TRACT 2:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24 (NORTHWEST CORNER IS MARKED BY A 2" PIPE WITH 2" STEEL CAP, NO L.S. NUMBER).

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, S00°57'09"E, 1,257.36 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF CIMARRON PARKWAY, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. S66°22'50"E, 1,191.18 FEET;
2. 929.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,245.00 FEET, A CENTRAL ANGLE OF 42°47'46", AND A CHORD WHICH BEARS S87°46'43"E, 908.47 FEET;
3. N70°49'24"E, 433.02 FEET;
4. 536.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 42°08'34", AND A CHORD WHICH BEARS S88°06'19"E, 524.91 FEET;

THENCE S20°24'59"W, 55.05 FEET TO A POINT ON THE PROPOSED CENTERLINE OF CIMARRON PARKWAY;

THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

1. 498.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, A CENTRAL ANGLE OF 42°21'02", AND A CHORD WHICH BEARS N88°00'07"W, 487.65 FEET;
2. S70°49'24"W, 433.02 FEET;
3. 971.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 42°47'46", AND A CHORD WHICH BEARS N87°46'43"W, 948.60 FEET;
4. N66°22'50"W, 1,166.03 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24;

THENCE ALONG SAID WEST LINE, N00°57'09"W, 5.99 FEET;

THENCE N62°19'13"W, 210.13 FEET;

THENCE N54°57'56"W, 174.17 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF CIMARRON PARKWAY;

THENCE ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, 18.72 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 01°15'15", AND A CHORD WHICH BEARS

S67°00'27"E, 18.71 FEET;
THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE,
S66°22'50"E, 338.95 FEET TO THE POINT OF BEGINNING.

SAID TRACTS CONTAIN 54.16 ACRES (2,359,191 SQUARE FEET) MORE OR LESS.
THE ABOVE AND FOREGOING DESCRIBES A SURFACE ESTATE ONLY. EXPRESSLY
EXCLUDED FROM THIS LEGAL DESCRIPTION ARE ANY ESTATES BELOW THE
SURFACE INCLUDING SAND AND GRAVEL AND ANY RELATED RIGHTS OF
SURFACE USE.

SAID TOTAL DESCRIBED LANDS CONTAIN APPROXIMATELY 3,735 ACRES MORE
OR LESS.

THE BOUNDARIES USED TO CALCULATE THE AREA ARE BASED ON SECTION
LINES TAKEN FROM 7.5 MINUTE U.S.G.S. QUADS AND LEGAL DESCRIPTIONS
PROVIDED TO THE SURVEYOR BY THE DISTRICT. TO DETERMINE WHETHER AN
INDIVIDUAL PROPERTY LIES WITHIN THE DISTRICT, THE DISTRICT'S
DOCUMENTS SHOULD BE EXAMINED, AND A BOUNDARY SURVEY MAY BE
NECESSARY.

**AND INCLUDING THE FOLLOWING PARCEL AS DESCRIBED IN THE ORDER
FOR INCLUSION RECORDED OCTOBER 29, 2010 AT RECEPTION NO. 2010096854L
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

TRACT A,
WHISPER CREEK II AT WILD GRASS,
COUNTY OF JEFFERSON,
STATE OF COLORADO,

ACCORDING TO THE PLAT RECORDED IN THE RECORDS OF THE JEFFERSON
COUNTY CLERK AND RECORDER ON MARCH 18, 2010 AT RECEPTION NO.
2010023617.

EXHIBIT B

(Request)

_____ (Developer (name, address, contact)) hereby requests authorization from the District to construct the following Site-Specific Improvements and receive a credit against the Facilities Fees owed by the Developer.

Infrastructure Improvements

Attached hereto are drawings of the Site-Specific Improvements, estimated costs to construct the Site-Specific Improvements, and design and construction schedules.

DEVELOPER

By: _____

The District hereby consents to the construction of the Site-Specific Improvements contained above, except for those which have not been struck out, and a Credit against the Facilities Fees owed by the Developer in the amount of _____ Dollars (\$_____) subject to the following:

(a) The Developer is hereby required to provide collateral or security in the amount of _____ Dollars (\$_____).

(b) The Developer is hereby required to provide [fee simple title/easements] for the following property(ies) within ____ () days of receipt of this Request.

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1

By: _____
Its: President

Certificate of Lien Waivers

[DEVELOPER NAME], a [STATE AND TYPE OF ENTITY] (“Developer”), hereby warrants and represents to **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1** (“District”) that all laborers and suppliers supplying labor or materials to the undersigned in connection with the Improvements, as such have been constructed by Developer and are being conveyed to the District, have been paid in full. Developer further represents that with respect to the property within the District’s boundaries and the Improvements, there are no outstanding liens from contractors, subcontractors, material providers or suppliers on such property or Improvements and that if any such liens are filed, Developer agrees to indemnify the District with regard to such liens, agrees to have such liens removed and/or agrees to pay any and all of the District’s costs associated with the removal of such liens. A list of contractors for the Improvements are set forth on **Exhibit 2** attached hereto and incorporated herein by this reference.

[DEVELOPER NAME]

STATE OF COLORADO)
) ss.
COUNTY OF)

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 1
TO CERTIFICATE OF LIEN WAIVERS
Improvements

EXHIBIT 2
TO CERTIFICATE OF LIEN WAIVERS
List of Contractors

Bill of Sale

D-1

**EXHIBIT 1
TO BILL OF SALE**

Improvements

Jefferson Center Metropolitan District No. 1 Cost Certification



**Report #11
October 2022**

Jefferson Center Metropolitan District No. 1 Cost Certification

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October 20, 2022

Jefferson Center Metropolitan District No. 1
McGeady Becher, P.C.
450 E 17th Avenue, Suite 400
Denver, CO 80203-1254

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 COST CERTIFICATION REPORT #11

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Jefferson Center Metropolitan District No.1 (District) to provide review of public expenditures paid by Taylor Morrison of Colorado, Inc. (Developer). Pursuant to the Waiver of Rights to Reimbursement agreement and the Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements agreement, Cimarron Commercial, LLC should receive the reimbursement from district-eligible improvements. This is to summarize and report the expenditures for the Trailstone development located in the City of Arvada, Colorado (Project). This Cost Certification report summarizes the Engineer's approach and findings for the Project.

The expenditures for public improvements discussed in this report were paid for by the Developer and are being certified as District eligible in the amount of **\$752,422.34**.

This report generally covers the areas shown on Attachment A and includes expenditures related to planning, design, and grading.

GOVERNING DOCUMENTS

The following governing documents were used in determining recommendations for District eligible expenses:

- Amended and Restated Service Plan for Jefferson Center Metropolitan District No.1 Prepared by McGeady Sisneros. Dated February 20, 2004.
- Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated February 27, 2018.
- First Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company. Dated June 15, 2021.
- Second Amendment to Facilities Funding and Acquisition Agreement, between Jefferson Center Metropolitan District No.1 and Cimarron Development Company, entered July 27, 2022.
- Purchase and Sale Agreement, Between Taylor Morrison of Colorado, Inc. and Cimarron Commercial, LLC. Dated January 30, 2020.
- Waiver of Rights to Reimbursement, by Taylor Morrison of Colorado Inc., dated April 18th 2022
- Payment Directive Pertaining to Certified Costs for Trailstone Filing No. 1 Public Improvements, By Cimarron Development Company, dated April 25, 2022.

The Engineer used the above governing documents only as a general guideline for eligibility in certification of costs.

ACTIVITIES CONDUCTED

For this report, the following activities were performed:

- Governing documents provided by the District and the Developer were reviewed as the basis for recommendation for this report.
- Invoices provided by the Developer were reviewed. A summary was created and is attached as Attachment C.

- Contact was made with Developer to verify knowledge of the work or services performed.
- Some contract unit items were compared to other projects in Colorado.

ASSUMPTIONS

Due to the specific scope authorized for this report, the following assumptions were made.

- It is our understanding that the Developer will be responsible for all Storm Water Management Practice (SWMP) activities until the conditions of State and Local permits are met. No SWMP inspections or recommendations were conducted as part of this report.
- It is assumed that the contractors have obtained all SWMP permitting in the name of the Developer.
- It is our understanding that all local jurisdiction acceptances will be completed by the Developer as required by applicable Facilities Funding and Acquisition Agreements. The District shall have no obligations for local jurisdiction acceptance of infrastructure acquired by the District.
- It is assumed that the Developer has obtained or will obtain final unconditional lien waivers from all contractors performing work or consultants providing services for the Project. It is our recommendation these lien waivers be provided to the District.
- Costs presented do not represent the entire contract value, but rather a portion of the costs that are attributable to public improvements as defined in the Service Plan. Expenditures that pertain to both District land and private lots are based on land percentage area for the project area. See Attachment C for the percentages. These percentages were used for work such as earthwork, SWMP activities, and planning.
- Expenditures that did not have enough information to be verified with this report may be verified in a future report.
- Nothing in this report shall be construed as acceptance of any public infrastructure by any governmental entity, including but not limited to the District. The Developer remains responsible for completing public improvements according to plan and obtaining the proper acceptance by any applicable governmental entity.
- This report was prepared with a specific scope and an elaborate analysis was not performed, but rather a realistic and reasonable analysis to estimate the public expenditures for the invoices provided. A more detailed analysis or submission of additional expenditures may result in adjustments to our cost certification.

DISCUSSION

This report consists of expenditures provided between June of 2022 and September of 2022. The improvements reviewed are generally represented in Attachments A and C.

Vendor Participation

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their participation on the Project and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

Review of Invoices and Summary of Expenditures

To provide a cost certification of District improvements, invoices provided by the Developer were reviewed. Invoice costs were allocated as District or Non-District and a summary is included as Attachment C. Invoices provided were reviewed to determine that the work and cost value were appropriated correctly, and that proof of payment was provided.

SUMMARY OF EXPENDITURES BY CATEGORY AND SERVICE PLAN DIVISION

The table below provides a summary of expenditures by category and Service Plan division. The major elements of the improvements were allocated across these specific categories.

Eligible Amounts by Category		
Category	District Eligible Expenses	Percentage
Street Improvements	\$422,547.91	56.16%
Water Improvements	\$326,584.27	43.40%
Sanitation Improvements (Sanitary Sewer)	\$1,531.14	0.20%
Sanitation Improvements (Storm Sewer)	\$1,759.02	0.23%
Parks and Recreation Improvements	\$0.00	0.00%
Traffic and Safety Controls	\$0.00	0.00%
TOTAL	\$752,422.34	100.00%

FIELD INVESTIGATION RESULTS

A field investigation was conducted in October 2022. Photos were taken of the Project to memorialize the status of the site at the time of this report and are included in Attachment D.

RECOMMENDATION

In our professional opinion the expenditures for the improvements were reviewed and found to be reasonable. The costs of improvements are comparable to other similar projects in Colorado. At this time and based on the information provided, the Engineer certifies the expenditures provided by the Developer as District eligible expenditures as shown in Attachment C and subject to the level of review presented in this report. These expenditures are certified in the amount of **\$752,422.34**.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, P.E.

Attachments

Attachment A

Site Map

Attachment A: JCMD - Trailstone Development Site Vicinity Map



Legend

- Trailstone Development Area
- Filing 1 Area
- Phase 2 Area

Note: Areas shown are approximate and for visual representation only

Attachment B

Vendor Participation

Attachment B

Vendor Participation

Following is a summary of the contractors, consultants and vendor participation in work and services for the report.

A.G. Wassenaar, Inc. Geotechnical engineering firm who provided soil compaction testing for the Project. Costs were determined to be both public and private in nature and eligible for public financing at the District site percent.

Aztec Consultants, Inc. Engineering firm responsible for the on-site survey required to construct the improvements. Costs related to survey for grading, erosion control, and potholing were considered eligible for public financing at the District site percent. Survey for wet utility mainlines was considered eligible for public financing.

CMS Environmental Solutions, LLC. Provided storm water inspections for the Project. Expenditures were for the benefit of both public and private improvements and determined to be eligible for public financing at the District site percent.

Kelly Trucking Inc. Earthwork contractor responsible for the grading, erosion sediment control, and KDPL improvements on site. The KDPL expenditures were considered eligible for public financing at the District site percent. Earthwork and erosion control was considered eligible for public financing at the District site percent.

Martin & Martin, Inc. Provided civil engineering services for the project including development plans, construction documents, and reports. Line items were evaluated to determine the public portion of the expenditures. Generally, construction documents were considered eligible at the design site percent. Costs related to tract improvements were not considered eligible for public financing and cost related to the Projects overall planning were considered eligible at the District site percent.

Attachment C

Expenditure Data

Attachment C

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1
Engineer's Summary for Cost Certification Report #11

Invoice ID	Invoice Date	Invoice Provided	Check Date	Check No.	Description	Invoiced Amount	District Eligible Expenses	Non-Eligible Expenses	Notes
A.G.Wassenaar, Inc.									
353111	6/30/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$20,555.00	\$4,014.28	\$16,540.72	Compaction testing at site percent
354329	7/29/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$22,585.00	\$4,410.73	\$18,174.27	Compaction testing at site percent
354330	7/29/22	Yes	9/19/22	60000-ET051628	Geotechnical Engineering Services	\$4,535.00	\$885.66	\$3,649.34	Compaction testing at site percent
Subtotal A.G.Wassenaar, Inc.						\$47,675.00	\$9,310.67	\$38,364.33	
Aztec Consultants, Inc.									
133422	7/25/22	Yes	9/19/22	60000-ET051629	Surveying Services	\$6,238.00	\$2,375.82	\$3,862.18	Sub excavation survey at site percent
135288	8/24/22	Yes	9/19/22	60000-ET051629	Surveying Services	\$6,171.00	\$3,559.73	\$2,611.27	Sub excavation survey at site percent
Subtotal Aztec Consultants, Inc.						\$12,409.00	\$5,935.55	\$6,473.45	
CMS Environmental Solutions Inc.									
139461	9/1/22	Yes	9/26/22	60000-ET051732	Storm Water Inspection Services	\$395.00	\$77.14	\$317.86	Storm water inspections at site percent
Subtotal CMS Environmental Solutions Inc.						\$395.00	\$77.14	\$317.86	
Kelly Trucking Inc.									
Pay application 6 (202204)	7/21/21	Yes	Need	Need	Earthwork Contractor	\$1,696,759.89	\$348,808.38	\$1,347,951.51	Erosion control, KDPL, and Overlot grading at site percent
Pay application 7 (202204)	8/26/22	Yes	9/19/22	60000-00042318	Earthwork Contractor	\$1,864,156.18	\$378,435.90	\$1,485,720.28	Erosion control, KDPL, and Overlot grading at site percent
Subtotal Kelly Trucking Inc.						\$3,560,916.07	\$727,244.28	\$2,833,671.79	
Martin/Martin Consulting Engineers									
20.0109-00035	8/26/22	Yes	9/12/22	60000-00042232	Civil Engineering Design Services	\$43,720.00	\$9,854.70	\$33,865.30	CDs at design percent, Takedown 1: 54.96% eligible, Townhome amendment not eligible
Subtotal Martin/Martin Consulting Engineers						\$43,720.00	\$9,854.70	\$33,865.30	
TOTAL									
						\$3,665,115.07	\$752,422.34	\$2,912,692.73	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District
"Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion
These amounts do not include interest
Design work that is both District and Non Eligible in nature was prorated at the Design Site % of each contract area.

Site Percent's	
Eligible Site Percent	19.53%
Design Site Percent	83.91%
Overall Site Percent	18.60%

Attachment D

Site Photos

Attachment D: Taylor Morrison Site Photos

Jefferson Center Metropolitan District No.1 Cost Certification Report #11



Phase 1B facing South



Phase 1B facing East



Phase 2 Aerial East



Phase 1A facing East



Phase 1A facing South



Phase 1A Facing West



Phase 1A Aerial facing Southwest



Phase 1B Aerial Facing West